FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 1, 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Special Work Session of January 23, 2018; Work Session of June 12, 2018; Work Session of September 11, 2018; Work Session of November 13, 2018; Special Meeting (Executive Session) of June 25, 2019; Special Meeting (Executive Session) of July 2, 2019; Special Meeting (Executive Session) of August 27, 2019; Special Meeting (Executive Session) of September 10, 2019; Special Meeting (Executive Session) of September 17, 2019; and Special Meeting (Executive Session) of September 24, 2019

5. 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.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Housing America Month

B. **Proclamation:** Domestic Violence Awareness Month

7. APPOINTMENTS

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 the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring June 2022.

B. **Consideration of Appointments:** Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make three appointments to a term expiring September 2022.

8. 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 (*Confirming)* Payment:** Reimbursement payment to Vintage Partners (VP) & Woody Mountain LLC for the installation of new public sewer line. (Sewer line reimbursement as agreed to in the 2016 Council approved Development Agreement with Vintage Partners).

STAFF RECOMMENDED ACTION:

Council to approve reimbursement to VP & Woody Mountain LLC in the full amount of $1,588,046.50.

B. **Consideration and Approval of Final Plat** Request by Wedge LLC., for final subdivision plat approval for The Wedge, consisting of 47 single-family residential lots located on 47.36 acres within the Rural Residential (RR) zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by Staff that the documents are ready for recording.

C. **Consideration and Approval of Cooperative Purchase Contract:** Two (2) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems in the amount of $222,992.66.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of two (2) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems, an authorized dealer of Caterpillar products, in the amount of $222,992.66, plus any additional applicable sales tax or fees through a Local Government Purchasing Cooperative Contract #120617-CAT with National Joint Power Alliance (formerly Sourcewell); and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Arizona Power Authority Hoover Municipal Power Exchange Program.

STAFF RECOMMENDED ACTION:

Participate in the Arizona Power Authority Hoover Municipal Power Exchange Program.

E. **Consideration and Approval of Cooperative Purchase Contract:** Contract for various professional level consulting with Interim Public Management, LLC utilizing a cooperative purchasing contract through the City of Maricopa.

STAFF RECOMMENDED ACTION:

Approve the cooperative purchasing contract with Interim Public Management, LLC for various professional level consulting for an annual amount not to exceed $300,000 in any fiscal year plus applicable taxes.

9. **ROUTINE ITEMS**

A. **Consideration and Adoption of Ordinance No. 2019-29:** A Zoning Map Amendment, requested by San Francisco de Asis Parish and the Planning Director, of approximately 0.62 acres located at 244 S. Kendrick Street to add Landmarks Overlay (LO) Zone to the existing zoning classification of High Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

In accordance with the findings presented by staff, approve the requested Zoning Map Amendment to add the Landmark Overlay (LO) district to Our Lady of Guadalupe (PZ-19-00126-01) and take the following action:

1) Read Ordinance No. 2019-29 by title only for the final time
2) City Clerk reads Ordinance No. 2019-29 by title only (if approved above)
3) Adopt Ordinance No. 2019-29

B. **Consideration and Approval of Grant Application and Acceptance Upon Award:** U.S. Department of Justice, 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $20,458.00.

STAFF RECOMMENDED ACTION:

Approve the U.S. Department of Justice, 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) application to the Flagstaff Police Department for grant funds in the amount of $20,458.00.

C. **Consideration and Adoption of Resolution No. 2019-46:** A resolution approving an Intergovernmental Agreement (IGA) Grant Application between the City of Flagstaff and Coconino County the U.S. Department of Justice, Fiscal Year 2019 Edward Byrne Memorial Justice Assistance (JAG) Grant.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-42 by title only
2) City Clerk reads Resolution No. 2019-42 by title only (if approved above)
3) Adopt Resolution No. 2019-42

D. **Consideration and Approval of Contract:** Award of a Professional Services Contract with Brown and Caldwell, Inc. for the Lake Mary Water Treatment Plant Sedimentation Basin Design

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with Brown and Caldwell Engineering, Inc. in the amount of $374,236 to prepare the plan and bid specifications for the Lake Mary Water Treatment Plant Sedimentation Basin design; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of a Cooperative Purchase Contract:** For a new Pierce Manufacturing, Inc. Velocity Fire Engine in the amount of $693,148.75 from Hughes Fire Equipment, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract of a new Pierce Manufacturing, Inc. Velocity Fire Engine in the amount of $693,148.75 from Hughes Fire Equipment, Inc. through a cooperative purchase contract with the City of Mesa; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Cooperative Purchase Contract:** Purchase of new turnout / personal protective equipment for all operational fire personnel from L.N. Curtis and Sons in the amount of $238,455.89 through a cooperative purchase contract with the General Service Administration.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of the eighty-four (84) new sets of turnout / personal protective equipment for $238,455.89 from L.N. Curtis and Sons through a cooperative purchase Contract No. 47QSWA18D009Y with the General Service Administration (GSA); and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Lease of City-Owned Property:** Amendment to extend the Flagstaff Railroad Passenger Station Facility Lease with National Railroad Passenger Corporation (Amtrak) for a term of five (5) years, with options for renewal.

STAFF RECOMMENDED ACTION:

Approve an Amendment extending the Facility Railroad Passenger Station Facility Lease for a term of five years, with options for renewal.

RECESS

6:00 P.M. MEETING

RECONVENE

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).

10. **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

11. **PLEDGE OF ALLEGIANCE**

12. **PUBLIC PARTICIPATION**

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

14. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2019-45:** A resolution approving an Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security and the City of Flagstaff to provide up to $150,000 in voluntary city funding to qualified developmental disability service providers within the city limits of Flagstaff, Arizona; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-45 by title only
2) City Clerk reads Resolution No. 2019-45 by title only (if approved above)
3) Adopt Resolution No. 2019-45

15. DISCUSSION ITEMS

A. **Electric bicycles on FUTS trails - follow-up discussion**

STAFF RECOMMENDED ACTION:

Following discussions at their respective meetings, the Transportation Commission, PAC, and BAC conducted straw polls regarding the question regarding the allowance of Class 1 and 2 e-bikes on our trails with the following results:

Transportation Commission
Allow e-bikes on the Nate Avery Trail: 2-3 (fails)
Allow e-bikes on the Arizona Trail: 4-1 (passes)
Allow e-bikes on other FUTS: 4-1 (passes)
Pedestrian Advisory Committee
Allow e-bikes on the Nate Avery Trail: 3-0-1 (passes)
Allow e-bikes on the Arizona Trail: 3-0-1 (passes)
Allow e-bikes on other FUTS: 3-0-1 (passes)
Bicycle Advisory Committee
Allow e-bikes on the Nate Avery Trail: 4-3 (passes)
Allow e-bikes on the Arizona Trail: 4-3 (passes)
Allow e-bikes on other FUTS: 6-1 (passes)

The panels provided a variety of reasons for their votes:•Class 1 and 2 electric bicycles should be treated the same as pedal bicycles.

- •Provides consistency for messaging and enforcement and avoids confusion
- •Electric bicycles can help promote bicycle use and reduce automobile use
- •Electric bicycles provide a more accessible transportation option for people with mobility limitations
- •The City should endeavor to better accommodate e-bikes and other devices in the planning and design of multi-modal facilities

Staff maintains its recommendation as stated to the City Council previously to

allow Class 1 and 2 electric bicycles on all FUTS trails, including the Nate Avery Trail and the Arizona Trail.

16. COUNCIL LIAISON REPORTS

17. 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 Councilmember Whelan to place on a future agenda a discussion about a policy to allow all employees to live outside city limits except by those who are specified by City Charter

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion about the Land Trust Model

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

19. 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 _____, 2019.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	09/27/2019
Meeting Date:	10/01/2019

TITLE

Consideration and Approval of Minutes: City Council Special Work Session of January 23, 2018; Work Session of June 12, 2018; Work Session of September 11, 2018; Work Session of November 13, 2018; Special Meeting (Executive Session) of June 25, 2019; Special Meeting (Executive Session) of July 2, 2019; Special Meeting (Executive Session) of August 27, 2019; Special Meeting (Executive Session) of September 10, 2019; Special Meeting (Executive Session) of September 17, 2019; and Special Meeting (Executive Session) of September 24, 2019

RECOMMENDED ACTION:

Approve the minutes of the City Council Special Work Session of January 23, 2018; Work Session of June 12, 2018; Work Session of September 11, 2018; Work Session of November 13, 2018; Special Meeting (Executive Session) of June 25, 2019; Special Meeting (Executive Session) of July 2, 2019; Special Meeting (Executive Session) of August 27, 2019; Special Meeting (Executive Session) of September 10, 2019; Special Meeting (Executive Session) of September 17, 2019; and Special Meeting (Executive Session) of September 24, 2019

EXECUTIVE SUMMARY:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

INFORMATION:

Attachments:
01.23.2018.CCSWS
06.12.2018.CCWS
09.11.2018.CCWS
11.13.2018.CCWS
06.25.2019.CCSMES
07.02.2019.CCSMES
08.27.2019.CCSMES
09.10.2019.CCSMES

09.17.2019.CCSMES
09.24.2019

CITY COUNCIL SPECIAL WORK SESSION
TUESDAY, JANUARY 23, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Special Work Session of the Flagstaff City Council held January 23, 2018, to order at 4:30 p.m.

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 work session, 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. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	COUNCILMEMBER PUTZOVA
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	

Others present: City Manager Josh Copley and City Attorney Sterling Solomon.

4. **Discussion**: Ballot Measure for Rio de Flag Project on the November 2018 Election

Management Services Director Rick Tadder provided a PowerPoint presentation that covered the following:

OVERVIEW
WHAT'S THE PURPOSE OF TONIGHT'S DISCUSSION?
TONIGHT'S AGENDA?
WHY IS THIS URGENT?

Capital Improvements Senior Project Manager James Duval continued the presentation.

100 YEAR FLOOD IMPACT MAP
HISTORY
PROJECT AREA MAP
CURRENT CITY COST SHARE

Councilmember Barotz asked the likelihood of a 100-year flood event from just heavy rain or post-fire flooding. Mr. Duval stated that it is difficult to know, when the Army Corp of Engineers (ACE) develops their hydrology and hydrological studies they have run off co-efficients they use to develop a 100-year event, they do not have specific events such as forest fire or heavy rain on a high snowpack.

Mr. Tadder continued the presentation.

FUNDING RECOMMENDATION: NEW SALES TAX
IMPACT TO RESIDENT
SALES TAX COMPARISON
TOTAL TAX BY TYPE BASE RATE
TOTAL TAX BY TYPE BASE RATE INCLUDING PROPOSED STORMWATER TAX
CURRENT SALES TAX RATES FOR SELECTED CITIES
CURRENT SALES TAX RATES FOR SELECTED CITIES WITH NEW TAX
CURRENT SALES TAX RATES FOR CITIES IN NORTHERN ARIZONA
NEW SALES TAX
PERCENTAGE OF THE VALUE OF PROPERTIES GREATER THAN 2 ACRES IN THE RIO DE FLAG FLOOD PLAIN
SECONDARY PROPERTY TAX – G.O. BONDS? (NOT RECOMMENDED)
STORMWATER FEE (NOT RECOMMENDED)

Councilmember Barotz asked about the County Flood Control District. Mr. Tadder explained that the City did not opt into the District. One of the downfalls to opting in would be that the City would not be able to charge a stormwater fee.

Mr. Tadder concluded the presentation.

IMPACT TO RESIDENT

Vice Mayor Whelan clarified that this would be a proactive action to make sure

funding is available if and when ACE says they are ready to go with the project. Mr. Copley stated that the need persists whether ACE does the project or not. Staff recommends a ballot question with funds directed to a Rio de Flag Flood Control project. The funding would then be available for the project regardless of whether ACE is lead or it is a City only project.

Vice Mayor Whelan asked about the 20% fund balance. Mr. Tadder indicated that the City's current fund balance is at 20% and really should not go below that. Vice Mayor Whelan asked if staff could evaluate what the figures would be should the fund balance be reduced to 19% for a two-year period and if that would lessen the burden on the taxpayer.

Mr. Copley explained that the reason this is coming to Council is because without clear direction from Council it is difficult for staff to educate the public. It is a broader community need and the more time there is for outreach the better informed the public can be.

Councilmember McCarthy asked about any discussions with NAU about contributing to the cost of the project. Mr. Copley stated that there have been discussions with NAU but they have been focused on bringing them up to speed on the project. There has been no request for them to participate in a monetary way however, the recent increase in the stormwater fee does apply to them and they are contributing in that way.

Councilmember Odegaard stated that he is not in favor of moving a possible ballot question forward; he is more interested in a stormwater fee so there can be equal footing to get NAU involved.

Councilmember Barotz stated that she is supportive of looking at a combination of different strategies including sales tax and a stormwater fee; she does not want to rule either one out at this point without getting more information.

A majority of Council was supportive of moving forward with looking into a possible ballot question.

Mr. Copley clarified that the City Council would call the election at a later date, direction to look at a possible question does not obligate the Council to place a question on the ballot.

5. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

None

6. Adjournment

The Flagstaff City Council Special Work Session of January 23, 2018, adjourned at 5:58 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JUNE 12, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held June 12, 2018, to order at 6:00 p.m.

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 work session, 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. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Barotz read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: Interim City Manager Barbara Goodrich; Deputy City Attorney Kevin Fincel.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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 to have 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.

None

5. Review of Draft Agenda for the June 19, 2018, City Council Meeting.

Councilmember Barotz inquired about item 16B and whether it was possible to provide a separate resolution for the affordable housing bond instead of having all of the ballot questions in the same resolution. She thought having only one resolution would require Council to vote no on all of the questions if they wanted to vote no on one of them. Mayor Evans reminded Council that what was sent to the ballot was not an indication of Council's support of an item; that was just the way they formally send things forward to the voters.

Councilmember Barotz then asked what would happen if the resolution did not get a majority vote. Mr. Fincel indicated that the resolution was not required. The items would still be sent forward, but the resolution just officially documented what was being sent to the voters. Councilmember Barotz then indicated that she did not need a separate resolution for each in light of that information. Mayor Evans reiterated that it was just formalizing Council's previous direction.

Councilmember Barotz stated that for item 16C, she had asked the City Attorney's office to provide some clarifications in the staff report. The date in the Executive Summary was not correct; it should be December 7, 2017. The staff report also needed to incorporate the proposal of changing the date from April 1 to August 1. The proposed ordinance included the date of August 1, but there was no explanation in the staff report regarding the proposed change.

Vice Mayor Whelan added that some of the contracts that were attached to the packets were old contracts and mentioned a 2014 contract she saw in the packet. She questioned whether the contracts attached needed to be the actual contracts they were approving. As an example, she referenced the contract for the purchase of the utility water meters, which was blank, and asked, as a general rule, if the actual contract should be attached.

Senior Procurement Specialist DiAnn Butkay explained that the contract is blank until

Council approves it, then the blanks would be filled in and the contract would then be routed for signature. The 2014 contract was a cooperative contract that was approved by another agency in 2014, and the City would join in on that contract.

6. ParkFlag Implementation Update.

Parking Manager John Portillo provided a PowerPoint presentation that covered the following:

PARKFLAG IMPLEMENTATION
PARKFLAG UPDATE

Mr. Portillo indicated that Community Design and Redevelopment Manager Karl Eberhard, who implemented the program last year, and Flagstaff Downtown Business Alliance representative Terry Madeksza were both on hand to answer any questions.

RESPONSIBILITIES
PARKING AIDES PROVIDE
TRAFFIC CODE ENFORCEMENT
PARKFLAG MANAGEMENT
PROGRAM IMPROVEMENTS
PARTNERSHIPS DEVELOPED
RESIDENTIAL PERMIT PROGRAM
FINANCIALS

Councilmember Barotz asked what working with the developers of the Hub to understand their parking needs meant. She wondered if the City was taking on more than it had anticipated. Mr. Portillo responded that the developers had sold out of parking in their facility and were looking for parking options outside their facility. They were looking into options of purchasing parking downtown. Mr. Eberhard indicated that from ParkFlag's point of view, if they worked with the Hub, they could head off the parking going into the surrounding neighborhoods. Working with them now would be proactive versus reactive. Staff was working on a proposal that would work for any downtown residential parking and would bring that back to Council for discussion.

Councilmember Barotz stated she was disappointed because arguments were made about how much parking was needed and why providing limited spaces was okay. The parking overflow from the HUB would have an impact on the downtown area, even if they paid for the parking. She did not think that was what they anticipated when Council made certain decisions going through the planning process.

Councilmember Putzova was worried that by accommodating those additional needs and trying to solve the parking problems so neighborhoods would not have to deal with them, that the City might be working against the policies they were putting forward elsewhere. She understood there should not be neighborhoods flooded with cars, and the thought behind working with the developer for more parking, but wondered if it was worth considering what the alternative would be.

Mayor Evans commented that she thought there was already a deficiency of

approximately 700 parking spaces downtown. Rather than trying to figure out where additional cars were going to go, especially for a development that said they did not need any more parking than they had, she suggested implementing a resident parking permit district in the southside with two-hour parking for non-residents and parking permits for residents. Any excess cars in that neighborhood would then be ticketed. Finding a place for those additional cars would just exacerbate the issue. She questioned why they need more parking once they had sold out.

Economic Vitality Director Heidi Hansen clarified that there is currently no agreement with the Hub; the City was approached by them and staff wanted to make sure the Council knew that the contact had been made.

Mr. Portillo continued.

PENDING CHANGES
CHALLENGES
OUTCOMES
POLICY REVIEWS

Ms. Madeksza addressed Council in support of Park Flag. She indicated that the Downtown Business Alliance conducted a short survey of 280 businesses and residents with a good response rate. 73% of the respondents stated that ParkFlag is doing what it intended to do and 70% knew the revenues are going into an account that is set aside for parking improvements.

Terry O'Neal addressed Council in opposition of ParkFlag.

Councilmember McCarthy stated that it is good that staff is being proactive about helping with the parking problems at the Hub. He wants to make sure that whatever is proposed will not disadvantage local residents and businesses. The Hub assured the City that most students would not have cars and that they would have excess parking.

Councilmember Odegaard indicated that he is hearing things about the locals not coming downtown and suggested some kind of local's day to encourage local citizens to come downtown.

7. Direction on solicitation for Urban Farm Incubator.

Public Works Director Andy Bertelsen introduced Sustainability Specialist McKenzie Jones who provided a PowerPoint presentation that covered the following:

URBAN FARM INCUBATOR
WHAT IS AN URBAN FARM INCUBATOR PROGRAM?
WHY IS THIS PROGRAM BENEFICIAL?
PROGRAM GOALS
PROPOSED PROGRAM
BACKGROUND
ARIAL MAP
CURRENT STATE OF LAND

PROGRAM DETAILS
PROGRAM REQUIREMENTS
NEXT STEPS

Vice Mayor Whelan asked if there would be any stipulations on the use of fertilizers because of the location. Ms. Jones stated that one of the elements of the license is that they use organic farming practices.

The Council was in support of moving forward with the program.

8. Update on Rethink Waste Plan Implementation.

Ms. Jones provided a PowerPoint presentation that covered the following:

RETHINK WASTE UPDATE
OVERVIEW
RECYCLING IN FLAGSTAFF HAS CHANGED
WHY IS THIS HAPPENING?
WHAT DOES THIS MEAN FOR FLAGSTAFF?
WHAT IS OUR STRATEGY?
WHICH PLASTICS CAN WE RECYCLE?
WHY ARE WE SORTING BY SHAPE?
THE PROBLEM WITH PLASTIC
HOW ARE WE COMMUNICATING PROGRAM CHANGES?
WHAT CAN RESIDENTS DO?
WHAT CAN THE CITY DO?

Vice Mayor Whelan asked about composting. Ms. Jones stated that the City provides individual composting education. Traditionally, the focus has been on what individuals can do. Staff has spent time looking at other municipal composting sites and that is something it could come about with the next phase of the Rethink Waste Plan.

Councilmember Overton indicated that it will be a challenging discussion on the language in the contract for the recycling vendor. It will also be a challenge for the community to move away from recycling all plastics. This is an opportunity to renegotiate and find a vendor who will provide a good level of service and it is important to handle the contracts in a way that is not detrimental to the public.

Ms. Jones continued.

VOLUMETRIC PRICING
WHAT IS VOLUMETRIC PRICING?
BENEFITS OF VOLUMETRIC PRICING
PROGRAMMATIC CONSIDERATIONS
FINANCIAL CONSIDERATIONS
SEEKING COUNCIL DIRECTION

A majority of Council is in favor of moving forward with developing a volumetric pricing proposal.

9. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion about the possibility of amending the investment policy to further pursue socially responsible investment.

Management Services Director Rick Tadder addressed Council stating that the staff summary contains the proposed amendments to the City's Investment Policy. Currently, there is about $100 million in an investment account to manage the treasuries, corporate bonds, and the like. 90% of the investments are related treasuries and federal government. This is a discussion about what corporations and companies that the City can purchase notes and commercial papers for. In the current policy there is a limit of 20% investment into commercial paper. The City does not invest in commercial paper because they are short term investments.

The next item is a 10% cap on investment in corporate bonds or notes. Currently, the City is investing about 8% in corporate notes. The City buys debt that they are offering on the open market to include in its portfolio, the City becomes who they pay interest to on those debt obligations.

The other item in the draft language relates to a resolution Council passed related to the border wall that indicates that the City will not invest in companies that design, construct, or maintain the border wall.

A written comment card in support of moving the F.A.I.R. item forward was submitted by Dawn Dyer.

Councilmember Putzova stated that she would like to see the item move forward and would like a presentation from an expert in socially responsible investing.

A majority of Council was supportive of moving the item forward and receiving information from an expert in socially responsible investing.

10. **2018 Ballot Discussion: Potential Housing Measure.**

Ms. Goodrich stated that the purpose of the presentation is to get Council direction on whether or not a bond question should be placed on the upcoming election ballot. Ms. Goodrich introduced bond consultant Alan McGuire who provided a PowerPoint presentation that covered the following:

UPCOMING DATES
HOUSING – SECONDARY PROPERTY TAX
PROPOSED BALLOT LANGUAGE

The following individuals addressed Council in favor of placing a housing bond question on the upcoming election ballot:

- Emily Melhorn
- Tad Moore
- Terry White
- Rick Lopez

- Steve Peru
- John Stigmon
- Devonna McLaughlin
- Regina Salas

The following comments were received:

- The scarcity of housing one can afford is a big issue in Flagstaff.
- Middle class people with stable jobs are lifetime renters.
- People with full time jobs are staying in shelters and older individuals are living with roommates.
- Flagstaff trains employees who then leave the community in seek of better housing opportunities.
- Putting this on the ballot is something the Council can do; it will not solve everything, but it will be a meaningful step in the right direction.
- Housing is a systematic problem.
- The housing issue affects middle income residents too; nurses, teachers, and police officers are unable to afford housing in Flagstaff.
- Businesses are losing highly qualified employees every day.
- 38% of employees are driving over 50 miles to Flagstaff to work.
- A housing bond would go a long way towards making Flagstaff more attractive to existing and new residents.
- The public deserves the opportunity to decide.
- This is an opportunity to create options and opportunities.
- The housing situation is critical and anything that can be done to mitigate this is important.
- The jobs that are leaving the community are public safety and service jobs.
- The proposed bond could really help the workforce population at 80% AMI and above.
- Many people who are able to qualify for a loan are unable to qualify for the amount needed to purchase in Flagstaff.
- It is important to get more information out to the public in terms of how much property taxes will increase and what the implementing mechanism and guidelines are.

The following individuals addressed Council in opposition of placing a housing bond question on the upcoming election ballot:

- Charlie Silver
- Terry O'Neal

The following comments were received:

- There are too many unanswered questions; is there a residency requirement, an income eligibility range, resale formulas, and permanent affordability?
- $35 million is a large percentage of the City's bonding capacity.
- Perhaps a smaller bond directed toward non-profit developers is a better option.
- The question is not addressing the issue of land and development.
- If passed, it will create another bureaucracy.
- Look at other means, primarily land to develop.

Councilmember Putzova stated that the question does not specify if funding could go

toward acquiring housing units that are at market rate. She would like to see language about increasing the number of housing units below market rate.

Councilmember Barotz stated that there is no certainty in the language about how the program would be structured and there is a considerable lack of clarity around the issue. Mr. McGuire stated that the language was purposefully general to provide for flexibility as the conditions around housing change.

Vice Mayor Whelan offered that the Flagstaff Watershed Protection Project question that was brought forward was also very general because all the knowns were not known at that time. This question is meant to address an affordability gap and there are just a lot of unknowns right now that can be addressed as thing move forward.

Mayor Evans stated that housing has been a community concern for decades and it is time for a road to resolution. Things change over time and they will continue to change over the 20-year period of this bond. The question is written in a way that acknowledges those changes and allows for adaptability.

Councilmember McCarthy expressed concern about the $35 million amount when looking at the bonding capacity and other things that the City may need to bond for in the future. He recommended a bond amount of $25 million instead.

Councilmember Barotz expressed support about moving the concept forward but she is concerned about the language. She is willing to support the question but would like for the amount to be reduced to $10 million and the language changed to create and appoint a committee. She expressed concern about the consequences of the full $35 million. Housing is important but so is water and there would only be $15 million left in bonding capacity to address other important issues.

Councilmember Odegaard indicated that he is supportive of the $10 million suggestion with the stipulation that bullet point number two be removed.

Mayor Evans stated that perhaps there is a middle ground on the bond total, somewhere between $35 million and $10 million. She is not supportive of removing bullet number two because it addresses the issue of getting people into units through homebuyer assistance. The issue is not that people cannot pay the mortgage; the issue is that they cannot save for a down payment because the rent is too high. Removing item two would eliminate the homebuyer assistance opportunity. She is supportive of adding language that allows the Council to appoint the committee members.

Councilmember Odegaard offered that his issue with item two is that bonds are intended to help the community as a whole and not just a specific group of people. His concern is about wealth redistribution.

Vice Mayor Whelan indicated that the City had a Homebuyer Assistance Program that was eliminated during the downturn. This type of program helps elders and middle-income earners in the community. It helps keep people in Flagstaff contributing to the vibrancy of the community.

Councilmember Overton stated that he is not supportive of the question because the timing is bad, and the question is not well crafted leaving a lot of unanswered questions.

A majority of Council was supportive of reducing the amount to $25 million and forwarding the item to the ballot.

11. Public Participation

Terry O'Neal addressed Council with concerns about a major accident with the railroad and the impacts that would have on the city.

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

Councilmember Odegaard reported that his mother-in-law is doing very well and will be going home tomorrow.

Councilmember Barotz expressed appreciation to the Flagstaff Police Department and their work in identifying the person who hit the cyclist and drove away.

Councilmember Putzova requested a F.A.I.R. item to discuss what kind of policies the City can create to designate certain areas for people without shelter to park or set up temporary shelter.

13. Adjournment

The Flagstaff City Council Work Session of June 12, 2018, adjourned at 8:07 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 11, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held September 11, 2018, to order at 6:00 p.m.

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 work session, 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. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Interim City Manager Barbara Goodrich read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA (via phone from 7:13 p.m. - 7:58 p.m.)	

Others present: Interim City Manager Barbara Goodrich and City Attorney Sterling Solomon

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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 to have 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.

Mayor Evans stated that a ceremony was held that morning at Flagstaff High School and flags were placed in front of City Hall in remembrance of the events of September 11, 2001. She then asked for a moment of silence to honor those lost and those that bravely gave their lives to save others.

John Viktora addressed the Council asking them to remember and support Indigenous peoples.

Emily Davalos addressed Council with concerns about ICE activity in Flagstaff.

Andy Fernandez addressed Council with various concerns.

5. Preliminary Review of Draft Agenda for the September 18, 2018 City Council Meeting.*

** Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

None

6. Proclamation for Hispanic Heritage Month.

Members of the Commission on Diversity Awareness accepted the proclamation. Mayor and Council came down from the dais to read and present the proclamation on Hispanic Heritage Month.

7. Beautification and Public Art Projects Update.

Community Design and Redevelopment Manager Mark DiLucido introduced the current Chairperson of the Beautification and Public Art Commission (BPAC) Anthony Garcia who provided a PowerPoint presentation that covered the following:

BEAUTIFICATION AND PUBLIC ART UPDATE
CHILDREN'S GARDEN SCULPTURE

RIO DE RAINBOW MOSAICS
PEACE POLE
MURAL AT W. CLAY & S. MALAPAIS
BUSHMASTER PARK MURAL
JOEL MONTALVO PARK
OLD TOWN SPRING PARK
HIGHWAY 89 MEDIANS
A FEW PROJECTS FOR FY19 OR FY20
LA PLAZA VIEJA PARK
ASPEN AVE. BIKE & PED ENHANCEMENTS
E. ROUTE 66, FANNING TO HWY 89
GATEWAYS AT FRANCES SHORT POND
SANTA FE TRIANGLE PARK

Vice Mayor Whelan asked when the Commission met. Mr. Garcia replied that they meet every second Monday of the month at 4:00 p.m., except for the upcoming month since they would be holding a retreat.

Councilmember McCarthy suggested that the Commission consider using local musicians on the mural that showed musicians. Mr. Garcia thought that was a great idea.

Mr. DiLucido continued the presentation and covered the following:

PROJECTS IN THE PIPELINE
UNITY MURAL
ALLEY BEAUTIFICATION
LAKE MARY/BEULAH GATEWAY
MCALLISTER RANCH
DOWNTOWN TREE-WELL BENCHES
ROUTE 66
ROUTE 66 STRUCTURE LOCATION MAP

8. Presentation of Fair Market Rents by U.S. Department of Housing and Urban Development.

Housing Director Sarah Darr introduced Director of the Office of Policy Development and Research Economic and Market Analysis Division Peter Kahn. Mr. Kahn provided a PowerPoint presentation that covered the following:

FAIR MARKET RENTS A PRIMER
OVERVIEW
WHAT ARE FMRS?
METROPOLITAN FMR METHODOLOGY
FMR TIMELINES
    FY 2019 FMR TIMELINE
    FY2019 FMR REEVALUATION TIMELINE
SURVEY REQUIREMENTS
FLAGSTAFF, AZ RECAP

Councilmember Odegaard asked about how the FMR is calculated. Mr. Kahn stated

that the FMR is calculated across the entire county based on census data throughout the community.

Vice Mayor Whelan asked what the City could do to petition its specific needs. Mr. Kahn stated that one of the biggest challenges Flagstaff faces is the dichotomy with the rents within the city and the rents across the entire county. It is an issue that needs to be discussed with the City's federal representatives.

Councilmember Overton asked if separating Flagstaff out from the rest of the county would have a detrimental effect on the other cities and towns. Mr. Kahn indicated that raising the FMR level in particular area does not increase the level of federal funding; an increase would likely only help a few people because the pot of money is the same.

Andy Fernandez addressed Council with concerns about how the FMR is calculated and applied.

9. Discussion on policy direction for scope of work regarding next Water Services Rate Study for Water, Wastewater and Reclaimed Water Enterprise Funds.

Councilmember Putzova joined the meeting telephonically at 7:13 p.m.

Water Services Engineering Manager Ryan Roberts provided a PowerPoint presentation that covered the following:

NEXT RATE STUDY DISCUSSION
AGENDA – WATER – WASTEWATER – RECLAIMED WATER ONLY
- STEPS IN THE PROCESS

PRIOR CITY COUNCIL RATE DECISIONS
CAPITAL IMPROVEMENT PROJECTS
- WATER & SEWER
- WASTEWATER
- RECLAIMED WATER
- WATER CONSERVATION STRATEGIC PLAN

Water Services Director Brad Hill continued the presentation.

PRIOR DIRECTION
2014 – WATER POLICIES CHAPTER
- A1 ENTERPRISE FUNDING: WATER & SEWER
- A3 RATE DESIGN ELEMENTS: WATER & SEWER
- C1 RECLAIMED WATER CHARGES
- G1 MASTER PLANNING

2015/16 – ISSUES RAISED DURING LAST RATE STUDY DISCUSSIONS TO BE INCLUDED IN UPCOMING RATE STUDY?
- CONDUCT A NEW COST OF SERVICE STUDY
- RATE STRUCTURE CHANGES
- RECLAIMED WATER VS WASTEWATER TREATMENT COST ALLOCATIONS

RECLAIMED WATER OFF-PEAK CUSTOMERS
STAFF SUGGESTED CONSIDERATIONS – 2018
- ESTABLISH CLEAR VISION TO HELP GUIDE COUNCIL, STAFF &

CITIZENS ON OPTIONS?
WATER CONSERVATION STRATEGIC PLAN
OUTDOOR WATERING & LAWN METERS
CONSIDER CAPACITY FEES V. IMPACT FEES
TIMELINES

Councilmember Overton asked about the social and business equity and the indoor/outdoor pricing. Water Resources Manager Erin Young stated that social and business equity is looking at the tiered rate structure and concerns about inequity. With so many different users in the commercial sector, if a tiered rate is introduced an efficient but larger office may pay a higher rate than an inefficient small office. The study will be looking at an equitable way to approach business rates. With regard to the indoor/outdoor pricing, the intent is to incentivize efficiency outdoor and perhaps abandon the tiered rate structure and replace it with seasonal pricing that penalizes outdoor high-water use.

Mr. Hill concluded the presentation.

COUNCIL TO PROVIDE STAFF DIRECTION ON THE GOALS & OBJECTIVES

The following individuals addressed Council with regard to the water rate study:

- Robert Vane
- John Nauman

The following comments were received:

- The water rate study is a good opportunity to get expert information on adjusting water rates and policy recommendations.
- Update rates to align revenues and expenses.
- Explore specific alternatives for incentivizing conservation through the rate structure.
- Request an analysis that will help Council resolve long standing issues related to reclaimed water.
- Ask the consultant to develop alternatives to non-residential tiers.
- Many other cities use non-residential tiers.
- Consider reducing connection fees for water efficient designs or technology.
- Suggest providing a credit for returning water to the sewer system.
- Ask the consultant to evaluate storage and night-time use provided by off-peak customers.
- Ask the consultant to look at cost allocations between reclaimed and wastewater funds.
- Consider consolidating the non-residential, non-potable water classes.
- Conservation should be engrained in every person in Flagstaff.
- Look at other areas and put off the need for Red Gap Ranch.

Councilmember Barotz requested that the items recommended during public comment be included in the water study; Councilmember McCarthy agreed.

Vice Mayor Whelan stated that policy recommendations relating to the use of potable water is not included in the study and she would like for it be part of the outdoor and seasonal pricing. She liked the recommendation of incentivizing the return of reclaimed water back into the system.

Councilmember Odegaard indicated that he would like to see some type of reward system for those that are striving for zero water use.

Councilmember Putzova left the meeting at 7:58 p.m.

A break was held from 7:58 p.m. through 8:06 p.m.

10. Discussion of State and Federal Lobbying Contracts.

Ms. Goodrich stated that the state and federal lobbying contracts expire in November. There is an opportunity to renew those contracts for two additional one-year terms. Staff will be moving forward with the renewals unless there are any comments or different direction from Council.

Andy Fernandez addressed Council with his concerns about lobbyists being the same thing as consultants.

Council consensus was for staff to continue moving forward with the renewal of both contracts with no additional changes.

11. Discussion of possible recommendations for appointment to the Arizona State Liquor Board.

Ms. Goodrich offered that the City was notified by the Arizona League of Cities and Towns that the State Liquor Board has two openings for citizen members. At that time there was some indication that the Council was interested in discussing the matter and possibly name a few people that might submit applications for an appointment. There is also the option that Councilmembers could make recommendations individually.

Councilmember Barotz stated that she followed up with the State Liquor Board to ask questions about the handbook; at that time she expressed interest in serving on the Board. One of the things that they indicated was that they determine who will be selected based on political party, connection to the community, and prior political involvement.

The Council consensus was to support Councilmember Barotz as a nominee.

12. Discussion Regarding Possible Creation of Commemorative Flag Policy.

Ms. Goodrich explained that over the years Councilmembers have expressed interest in displaying flags on City property and staff is looking at a possible policy that would allow for the Council to recognize different events. If Council would like for staff to move forward with drafting a policy, it is recommended that the use of the temporary pole be discontinued until a policy is put in place.

Councilmember McCarthy stated that there should be a policy and that Council should make the decision about what flags should be displayed. He indicated that he believes that the City should remain neutral and that no flags should be displayed. In the absence of a policy, he agrees that the temporary flagpole should not be used.

Councilmember Overton stated that he has concerns with the methodology used for picking which flags to display and which to not display. While the City is staying content neutral, at some point there will be too many requests, and some will move forward while others do not simply because there is not enough slots for display.

Mr. Fincel clarified that government speech it is not content neutral and it would be the responsibility of Council to bring forward the requests from the community for consideration.

Councilmember Overton indicated that it puts the Council in the position of picking the government speech. There may not be an application process but there may be some disparity depending on which groups are more vocal about their request. This will create a political element and he is not sure that the Council should take on that responsibility. There are reasons that government speech should be in limited form.

Councilmember Barotz stated that she is willing to look at a draft policy that reflects government speech.

Councilmember Odegaard stated that he is willing to look at something, but his suggestion currently is that there be no temporary flags.

A majority of Council was supportive of staff bringing back a draft policy and discontinuing the use of the temporary flagpole until a policy is in place.

13. Discussion of City commissions and the manner in which they communicate with, interact with, and seek direction from other City commissions and Council.

City Clerk Stacy Saltzburg addressed Council and provided an updated on what the City Clerk's office has been working on with regards to boards and commissions. More specific rules and procedures are being developed for boards and commissions to follow and the member manual is being updated to make it more concise and streamlined. Through this process it was determined that a separate staff liaison manual would be helpful to help guide staff in their interactions with their respective boards or commissions. Additionally, there will be updates to Council from the specific boards and commissions scheduled to allow them the opportunity to share with Council the work they have been doing as well as receive information and direction from Council on any additional things that should be added to their work plan.

Councilmember Overton offered that having the commission send their agendas and minutes to Council is very helpful in staying in tune with the work they are doing. The video streaming of the meetings is also very helpful. He also suggested some additional guidance on Open Meeting Law to keep commissions aware of the rules with regard to ollowing their agendas.

Mayor Evans stated that it is important for the commissions to understand what the Council priorities and goals and objectives are. The staff liaisons should be aware of things the Council are working on that may pertain to their commission.

Vice Mayor Whelan indicated that she really appreciates the commissions coming to Council meetings and sharing their work with them. She suggested inviting the

chairperson of the commissions to attend the Council's goal setting retreat so they are aware of the Council's goals and objectives. She also recommended that when different topics are brought before Council that relevant commission members be invited to attend and hear the Council dialogue.

Councilmember McCarthy stated that the commissions should be reminded that if an item comes before them that might be of interest to another commission they should reach out and invite them to get involved with the matter as well.

Mayor Evans stated that it is important for commissions to provide recommendations but not necessarily hash out differences between other commissions or Council at the dais.

Ms. Saltzburg offered that part of the process of refining the manuals is to guide commissions and staff on how that information sharing should work and how that information should be presented to Council. There may be conflicting views and values on things, it is how those are appropriately communicated in a timely and effective manner.

Councilmember Barotz suggested a quarterly meeting with the staff liaisons and the City Manager. This could help provide an opportunity for the commissions to hear about what other commissions are doing as well as an opportunity for the City Manager to reinforce the goals and priorities of Council.

Councilmember Odegaard stated that commissions have valuable power in providing recommendations to Council and those recommendations are taken very seriously. For him, it is preferred that commission representatives come and speak about their work and their recommendations directly. Vice Mayor Whelan agreed that having a representative present at the Council meeting to provide recommendations is preferred. Mayor Evans added that a written recommendation in addition to a representative present is extremely helpful. Council agreed that providing both a written and spoken recommendation is preferred.

Deputy City Manager Shane Dille offered that having Council provide direction to the commissions on what things they would like them to look at and provide recommendations on is very helpful in guiding the work of the commissions.

14. Public Participation

None

15. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

Councilmember Odegaard shared that he felt that the recent trip to Washington D.C. was a success in getting the message about the Rio de Flag conveyed. The General of the Army Corp of Engineers and his staff are coming to Flagstaff to further discuss the project and he indicated that it will be very important to make sure that the City demonstrates the significant community importance of the project.

Vice Mayor Whelan reported on the following items:

- She and Comprehensive Planning Manager Sara Dechter attended a NACOG meeting in Clarkdale that focused on changing the funding mechanism for CDBG grants.
- All the New Start centers in Flagstaff are full but they still have 48 teaching spots available. If Proposition 417 passes they will be opening a program for early childhood organizations.
- She attended a presentation on Census 2020; the process is moving forward and Flagstaff is certainly ahead of the game.
- She and Mayor Evans attended a steering committee meeting with Launch who provided an excellent presentation about offering free preschool education to three and four year old children and the returns on investment those programs provide.

Mayor Evans reported on the following items:

- During the trip to Washington D.C. they were able to speak with Amtrak to stress the importance of having cross country railways. They seemed to understand the value especially in rural areas.
- During the upcoming visit by the General from the Army Corp of Engineers it will be extremely important to be clear about the extent of the project and the significant impact it has on Flagstaff. She requested that Congressman O'Halleran be invited to participate in the tour and the meeting.
- For more information on Launch, you can go to www.launch.flagstaff.org.
- Complaints are coming in about Basis school and their vehicle traffic and backup. There was not a traffic impact analysis done for the expansion of Basis or the new development. She would like staff to look into the matter.
- There is a streetlight out above the park bench at Mobile Haven Park. She asked if staff could take a look at it for possible repair.

16. Adjournment

The Flagstaff City Council Work Session of September 11, 2018, adjourned at 9:00 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 13, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of November 13, 2018, to order at 6:00 p.m.

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 work session, 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. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Barotz read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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 to have 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.

Councilmember McCarthy offered thoughts and comments regarding Veteran's Day.

Alida Pfeil addressed Council requesting that the use of emergency funds for businesses that serve the disabled and a study to evaluate the impacts of minimum wage on the community be added to a future City Council agenda.

Shari Peralta addressed Council with concerns about the condition and striping of the accessible parking lot downtown. She also expressed concern about illegal parking in the lot as well as delivery vehicles that use the lot taking up multiple spaces.

Al White thanked Councilmembers Putzova and Overton for their service.

5. Review of Draft Agenda for the November 20, 2018 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember Putzova asked about agenda item 17A and why it did not include a sound demonstration in Wheeler Park. Ms. Goodrich explained that additional information was received from the consultant concerning the study and staff felt that Council should have that information in advance of the ordinance. The sound demonstration is moving through the F.A.I.R. process and has not received Council direction yet.

Councilmember McCarthy offered, with regard to agenda item 17B, that it would be interesting to get an overview of the state laws on tobacco and alcohol as well as other communities that have similar ordinances.

Councilmember Odegaard requested that information regarding the average billing be included for agenda item 15A. Vice Mayor Whelan added that she would like to have additional information about the drainage study and information about how the growth assumptions are determined.

6. Flagstaff Visitor Intercept Study Results

Convention and Visitor's Bureau Director Trace Ward addressed Council with a PowerPoint presentation that covered the following:

2017-18 VISITOR INTERCEPT STUDY
LAST VISITOR STUDY
ECONOMIC IMPACT
    TOP 3 EXPENDITURES
VISITOR PROFILE
DESTINATION DRIVERS
TOP ACTIVITIES
VISITOR ORIGIN

Vice Mayor Whelan asked if the City advertises in Canada. Mr. Ward indicated that advertising is done in Canada and it is a mature market that is very familiar with Flagstaff.

Mayor Evans asked about the top three expenditures and what those equate to in BBB dollars and how those funds are used. Mr. Ward stated that BBB taxes are about $8.5 million currently and about 30% goes back into advertising.

Mayor Evans asked if there is a specific plan in downtown to expand and if not she suggested that the City could work with the Downtown Business Alliance (DBA) and NAU to develop a five-year plan to move the downtown forward and evaluate the economic impact of the area.

The Council asked Downtown Business Alliance Executive Director Terry Madeksza to come forward and speak to the Council.

Vice Mayor Whelan asked if Ms. Madeksza is able see expanding the downtown south of the tracks. Ms. Madeksza indicated that the DBA is looking to work with the residents and businesses in the southside to help them organize. The DBA will serve more as facilitators and hope that they can see some synergy and development of the area.

Mayor Evans asked if the downtown has a strategic plan. Ms. Madeksza offered that there is not currently a strategic plan in place but the current work plan is to work with community partners to form one, three, and five year plans.

The Council thanked Mr. Ward and the CVB staff for the work they are doing to bring people to Flagstaff.

7. Water Services Enforcement Response Plan for Pretreatment and Stormwater and Proposed Changes to Titles 7 and 12

Regulatory Compliance Section Director Steve Camp addressed Council and provided PowerPoint presentation that covered the following:

ENFORCEMENT RESPONSE PLAN – PRETREATMENT AND STORMWATER
WHY NOW?
WHAT WILL IT DO?
ELEMENTS OF AN ENFORCEMENT RESPONSE PLAN
ESCALATING ENFORCEMENT
INSPECTION REPORT
NOTICE OF VIOLATION OR CORRECTIVE ACTION
ADMINISTRATIVE ORDER
ADMINISTRATIVE FINES/CIVIL PENALTIES
HOW WILL THE BE ENFORCED?
WHO DOES THIS HAVE THE GREATEST POTENTIAL TO IMPACT?
ERP OUTREACH TO COMMUNITY
TITLE 7 AND 12 CODE CHANGES
WHAT CHANGES TO CODE?

Councilmember McCarthy noted that the documents have a lot of acronyms and suggested that it may be helpful if those are spelled out more often throughout the document.

8. ParkFlag Update and Discussion

Parking Manager John Portillo addressed Council and provided a PowerPoint presentation that covered the following

PARKFLAG UPDATE
UPDATE
PARKFLAG ORGANIZATION
WHY MANAGE PARKING?
GRAPHIC JURISDICTION
PARKFLAG SERVICE AREA
RESIDENTIAL PARKING
AMBASSADORSHIP
PARKING ENFORCEMENT OFFICERS ROLE
TRAFFIC CODE AND ENFORCEMENT
ENFORCEMENT

Vice Mayor Whelan asked about the training the Parking Aides receive with regards to working with people. Mr. Portillo stated that the Police Department provides the training.

Mr. Portillo continued.

MANAGED PARKING RESOURCES

MORE THAN KIOSKS
RESIDENTIAL PERMIT PARKING PROGRAM
RESIDENTIAL OUTREACH

Councilmember Barotz commented on the signage for parking asking if the value of community visibility is being compromised to achieve correct parking. She suggested a reconsideration of the signage to be clearer and more inclusive of the community aesthetic.

PARKFLAG FINANCIALS
PARKING SPECIAL REVENUE FUND
OPERATING REVENUE VS. EXPENSES

Mayor Evans asked if the operating revenue is for a parking garage. Mr. Portillo indicated that initially it is for surface parking but later may be applied to a parking garage. Community Investment Director David McIntire explained that a parking garage is expensive, sometimes up to $25,000 per space. $300,000 is more than what was there in the beginning but not enough to get to a parking garage yet.

Councilmember McCarthy asked about the revenues put into the lockbox and if they were lower this period due to start-up costs. Mr. McIntire indicated that the amount is based on revenues and the expenses do not limit those revenues. Because there was a soft start with no fines for the first few months for an education opportunity; it is anticipated that the numbers will increase.

Councilmember Putzova suggested that including a balance sheet would be more helpful to understand the disposition of revenue and expenses.

Mr. Portillo concluded the presentation.

RESOURCES VS. EXPENDITURES/USES
PROGRAM ACCOMPLISHMENTS
EMERGING EFFORTS
FUTURE DECISION MAKING
POSSIBLE POLICY CHANGES
SPONSORED PARKING (SYSTEM SHUT DOWN)
OPT-IN AND OPT-OUT
CURRENT POLICY – OPT-IN
OPT-OUT

The following individuals addressed Council in support of ParkFlag:

- David Stephens
- Dave Stilley
- Terry Madeksza
- John VanLandingham
- Tim Kinney
- Maury Herman
- Deborah Harris
- Adam Shimoni

The following comments were received:

- There have been some challenges and rough spots to refine but the program has made downtown better.
- I take the opportunity to stop and assist and be an ambassador to those using the system.
- People from out of town have no problem paying for parking, they are used to it and expect it.
- I want to express my enthusiasm and optimism of the program.
- There are complaints but there is an overwhelming support from the community because the problem is being addressed.
- The success to this point was not anticipated, it is much better than expected.
- ParkFlag is working, it is providing available parking for visitors.
- Revenues are being set aside for future supplemental parking.
- Better education of the local population is needed as to why ParkFlag exists.
- Shutting down the system should only happen during slower times to encourage more people to come downtown.
- The system was designed to be flexible to the needs of the community.
- ParkFlag meets monthly to discuss operational changes and how to better engage and encourage the public.
- Things needed are a validation program as well as a loading and delivery policy.
- Thank you to City staff, they have done an admirable job.
- There is a dedicated revenue stream to work towards the goal of a garage, that will be a huge relief to the community.
- A lot of great work has been done and it is apparent that things will continue to get better.
- The program is working well in downtown and should be extended to the Southside to address the major issues of people parking in the neighborhoods.
- The parking issue needs to be addressed through more bus and park and ride opportunities.
- It would be helpful if there were more opportunities to use cash for parking.

Written comment cards in support of ParkFlag were submitted by Sherra Lyon and David Stephens.

Mayor Evans thanked staff for their work. She indicated that there is still an issue in the Southside. She would like to see the City work with shareholders to identify possible solutions. A neighborhood adjacent to a major university needs to have a parking program in place. There are no sidewalks and curbs so there are other issues complicating things.

Mayor Evans expressed the need for a policy for shutting down the meters. It is important that the fund remain whole so if the Council decides to shut down the meters for an event the City needs to cover those costs. She also suggested that more cash opportunities should be available and better signage may be helpful to people trying to find appropriate parking.

Councilmember Odegaard indicated that his interaction with a downtown business owner has been positive and they feel that ParkFlag has been very responsive and accommodating. He stressed the importance of constructing a garage for the

downtown area. He also suggested doing more outreach to the local community to encourage them to continue coming downtown. Additionally, people need to know where they should go to ask questions and get information rather than coming to City Council; better education to that regard would be helpful.

Councilmember Putzova echoed the request for additional kiosks that accept cash and that appropriate signage be assigned to those kiosks.

Councilmember McCarthy stated that neighborhoods are having difficulty going through the process to set up a local parking area. Much of this difficulty is coming from an inability to get the 50% plus one of homeowners to opt-in because many homes are not owner occupied. He suggested looking at alternative ways that neighborhoods may be able to create these types of districts.

9. **Discussion**: Different types of support Council could give to teachers, students, school workers and administrators

Vice Mayor Whelan stated that she would like to withdraw the item as she believes that the systems within the community are providing this support.

A majority of Council agreed to withdraw the item.

10. Public Participation

None

11. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Putzova complimented the Flagstaff Coconino County Library for their social media outreach and keeping residents informed. She is impressed with the activities at the library and keeping them visible to the public.

Vice Mayor Whelan requested a F.A.I.R. item for Council to have a brainstorming session about how to keep Flagstaff's diverse population, especially those who rely on the community for their shelter and basic needs.

Vice Mayor Whelan requested a second F.A.I.R. item to discuss data tracking on the impacts of minimum wage.

Councilmember Odegaard requested that the Streets Section follow up on the parking lot striping issues brought up during Public Participation.

Councilmember Odegaard also reported that he attended a Veteran's Celebration at the American Legion and stated that he would like the City to have a more robust recognition of veterans.

Ms. Goodrich recognized Capital Improvements Engineer Bret Peterson and Housing Manager Justyna Costa who recently graduated from the Certified Public

Manager Program.

Mayor Evans stated that she would like to see how businesses that leave the city are tracked, why they are leaving, and how many employees they are taking from Flagstaff.

Mayor Evans indicated that she would like to discuss the addition of accessible parking spaces on the east side of town.

12. Adjournment

The Flagstaff City Counicl Work Session of November 13, 2018, adjourned at 8:42 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 25, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
9:00 A.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 9:03 a.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 9:04 a.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property., pursuant to A.R.S. §38-431.03(A)(3),(4), and (7), respectively.

i. Lease amendment for 4 South San Francisco Street

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

i. City Manager Recruitment and Potential Contract Terms

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 25, 2019, reconvened into Open Session at 1:20 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JULY 2, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 2:00 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI (telephonically)	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 2:01 p.m.

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting; and discussion or consultation with the attorneys of the public body in order to consider its position and

instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation., pursuant to A.R.S. Section 38-431.03(A)(1) and (4), respectively.

i. City Manager Recruitment and Potential Contract Terms

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.

i. Discussion of Red Gap Ranch property and water resources

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held July 2, 2019, reconvened into Open Session at 3:45 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, AUGUST 27, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 1:30 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS VICE MAYOR SHIMONI (arrived at 1:31 p.m.) COUNCILMEMBER ASLAN COUNCILMEMBER MCCARTHY COUNCILMEMBER ODEGAARD (arrived at 1:34 p.m.) COUNCILMEMBER SALAS COUNCILMEMBER WHELAN	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to recess into Executive Session

Vote: 5 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 1:31 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3),(4), and (7), respectively.

i. Discussion of Lease and Notice of Claim from Theatrikos, Inc.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Miramonte Development Agreement

C. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3),(4), and (7), respectively.

i. Modifications to Brinshore Purchase Agreement

D. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Appeal of CUP 18-00182-02

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held August 27, 2019, reconvened into Open Session at 3:50 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 10, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:01 p.m

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:02 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3),(4), and (7), respectively.

i. Modifications to Brinshore Purchase Agreement

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Flag Policy

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held July 10, 2019, reconvened into Open Session at 5:12 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 17, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 3:02 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS VICE MAYOR SHIMONI COUNCILMEMBER ASLAN COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER WHELAN	COUNCILMEMBER ODEGAARD

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:02 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding conditional use permit for The Commons

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held September 17, 2019, reconvened into Open Session at 3:47 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 24, 2019
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
4:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) to order at 4:31 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS VICE MAYOR SHIMONI COUNCILMEMBER ASLAN COUNCILMEMBER MCCARTHY COUNCILMEMBER ODEGAARD COUNCILMEMBER SALAS	COUNCILMEMBER WHELAN

Others present: City Manager Greg Clifton and City Attorney Sterling Solomon.

3. Recess into Executive Session

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:32 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Keep Families Free and Together Proclamation

ii. Litigation Update

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held September 24, 2019, reconvened into Open Session at 5:48 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring June 2022.

Executive Summary:

The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and public art portion of arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, streetscapes, gateways, the purchase and installation of public art projects within beautification projects, property acquisition for beautification and/or public art and neighborhood-initiated projects, to mention a few. There are currently two seats available from terms that expired in June 2019. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are seven applications on file for consideration by the Council, they are as follows:

Kathleen Flaccus (new applicant)
Greg Kleiner (new applicant)
Leah Manak (new applicant)
Charles Cooper Montgomery (new applicant)
Kassidi Rhinehart (new applicant)
Jeremiah Slater (new applicant)
Julie Sokol (new applicant)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Shimoni and Councilmember Salas

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint two Commissioners: By appointing members at this time, the Beautification and Public Art Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: BPAC Authority

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

2-14-001-0001 CREATION OF COMMISSION:
2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-14-001-0004 ORGANIZATION:
2-14-001-0005 MEETINGS:
2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the beautification and arts and sciences portions of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended,

09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public; the time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a Five (5) Year Plan. The Five (5) Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;

2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;

4. Purchase and installation of public art projects;

5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.

2. Determining the artist selection method and writing the call to artists for public art projects.

3. Evaluating public art proposals for recommendation to the City Council.

4. Facilitating display of local art in public facilities.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.

2. Developing, acquiring and distributing material to promote arts and science.

3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.

4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016)

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration of Appointments: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make three appointments to a term expiring September 2022.

Executive Summary:

The Commission on Diversity Awareness consists of seven citizens who represent the diverse population of Flagstaff. The mission of the commission includes, but is not limited to, fostering mutual understanding, tolerance, respect, and awareness among all citizens; recognizing the different economic, cultural, social, religious, and ethnic groups within the City; cooperating in the development of educational programs dedicated to improving community relations and enlisting support of various groups to foster diversity awareness.

There are three appointments to be made.

There are five applications on file for consideration by the Council as follows:

Joyce Browning (new applicant)
Deborah Corey (new applicant)
Robert "Dan" Duke (current commissioner)
Anne Hart (past commissioner)
DeAnn Wegwert (current commissioner)

In an effort to reduce exposure to personal information the applicant roster and application will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Evans, Councilmember Odegaard, Councilmember Whelan

Financial Impact:

These are voluntary positions and there is no budgetary impact on the City of Flagstaff.

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions to provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint three Commissioners: By appointing three members at this time, the Commission on Diversity Awareness will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Postpone the action to allow for further discussion or expand the list of candidates.

Background/History:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: CODA - Authority

CHAPTER 2-08
COMMISSION ON DIVERSITY AWARENESS

SECTIONS:

2-08-001-0001 DECLARATION OF POLICY:
2-08-001-0002 CREATION OF COMMISSION:
2-08-001-0003 TERMS OF OFFICE:
2-08-001-0004 FUNCTIONS:
2-08-001-0005 MEETINGS; ATTENDANCE:

2-08-001-0001 DECLARATION OF POLICY:

There is hereby established the Commission on Diversity Awareness. It shall be the Commission's duty to advise the City Council on issues and methods in promoting diversity awareness within the City of Flagstaff. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0002 CREATION OF COMMISSION:

There is hereby created the Commission on Diversity Awareness which shall consist of seven (7) regular members who shall be appointed by the City Council. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. 2001-07, Amended, 03/06/2001; Ord. 2000-26, Amended, 11/17/2000; Ord. No. 2007-06, Amended 02/05/2007; Ord. No. 2011-06, Amended 05/17/2011; Ord. 2014-28, Amended, 11/18/2014)

2-08-001-0003 TERMS OF OFFICE:

Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms, including alternates, thereafter will be three (3) year terms. The City Council will make every effort to recruit and appoint those individuals that represent the diverse population of Flagstaff and who have demonstrated an interest in minority issues, or promoting those issues of cultural diversity. (Ord. 2000-26, Amended, 11/17/2000; Ord. 2011-06, Amended 05/17/2011)

2-08-001-0004 FUNCTIONS:

The duties of the Commission shall include, but not be limited to:

A. Fostering mutual understanding, tolerance, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of

educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster diversity awareness.

B. Developing recommendations for the Mayor and City Council to assist in developing any policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of diversity awareness.

C. Advising and assisting the City Council on ways to educate the community on diversity awareness and developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

D. Developing and providing public forums for identifying and discussing issues of interest relating to the area of diversity awareness.

E. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0005 MEETINGS; ATTENDANCE:

A quorum shall consist of four (4) voting members of the Commission.

The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice.

A regular member who is absent for two (2) consecutive unexcused regular meetings may be removed from the Commission by a vote of the City Council upon recommendation of the Commission. (Ord. 2000-26, Added, 11/17/2000; Ord. 2007-06, Amended 02/06/2007; Ord. 2011-06, Amended, 05/17/2011; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Water Services Engineering Manager

Co-Submitter: Brad Hill

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Approval of (*Confirming)* Payment: Reimbursement payment to Vintage Partners (VP) & Woody Mountain LLC for the installation of new public sewer line. (Sewer line reimbursement as agreed to in the 2016 Council approved Development Agreement with Vintage Partners).

STAFF RECOMMENDED ACTION:

Council to approve reimbursement to VP & Woody Mountain LLC in the full amount of $1,588,046.50.

Executive Summary:

In accordance with development agreement with Vintage Partners (VP) & Woody Mountain LLC the City agreed to reimburse VP & Woody Mountain LLC for the installation of a new regional sewer line along Thompson street and Kaibab Street. The installation of the sewer line will allow the City to provide for growth on the westside of Flagstaff. The new sewer line was installed by VP & Woody Mountain LLC in fiscal year 2020 and was accepted into the City of Flagstaff municipal sewer collection system on August 1, 2019. This new sewer line will allow for growth and infill for existing parcels on the west side of the City. The total reimbursement cost for installing this new sewer interceptor amounted to $1,588,046.50. The reimbursement for this project was budgeted in the Water Services Enterprise Fund in FY 2020 in the amount of $900,000. The remaining $688,046.50 will be funded from unused portion of the Phase 1 Westside Sewer Interceptor project which has been carried over from FY2019.

Financial Impact:

The Water Services Division has $900,000 budgeted in the Water Services Enterprise Fund in account # 203-08-375-3417-0-4463 for reimbursing Vintage Partners for installing this regional sewerline.The remaining reimbursement funding is available in account 203-08-375-3377-0-4463 in amount $581,000 (Westside Sewer Phase 1) and account # 203-08-375-3286-0-4463 in amount of $107,000 (Rio De Flag Sewer relocations).

Policy Impact:

None

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

City's participation in the installation of this sewer line supports the Council Goals in the following areas:

COUNCIL GOALS:

3) provide sustainable and equitable public facilities, services and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

REGIONAL PLAN:

This project supports the policies and goals of the regional plan as outlined below***;***

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises. This project allows for the expansion of Flagstaff's largest commercial employer (WL Gore) and provides for workforce and affordable housing within the Timber Sky development.

Has There Been Previous Council Decision on This:

The Development Agreement was approved by Council on November 15, 2016 and is attached. The subsequent Amendment #3 to the Development Agreement was approved by Council on September 18, 2018 and is also attached. This Amendment # 3 to the Development Agreement included Section 8.5.1.1 for the reimbursement for the construction of Westside Sewer Interceptor Phase 2 along Thompson and Kaibab Streets to allow for additional growth and infill.

Options and Alternatives:

1.) Approve (confirm) payment.
2.) Not approve (deny) payment

Background/History:

The Westside Interceptor Improvements were split into Phase 1 and Phase 2. The Phase 1 portion of improvements along Clay Avenue Wash were completed by the City of Flagstaff in 2018. The Phase 2 portion of improvements involved the replacement of undersized 8-inch sewer line, along Thompson and Kaibab streets. The scope of work included the installation of approximately 3,000 feet of 18 inch and 21-inch sewer interceptor from manhole 2A-422 through manhole 2A-360. This line runs from Thompson and Shellie Drive to Kaibab Lane.

The existing 8” line is undersized, is an operational bottleneck and must be up sized to 18”. Over sizing is required to support council approved growth on the west side of Flagstaff. This project is required to handle projected growth and infill on the West Side. Projects affected include WL Gore Manufacturing expansion, Railroad Springs Unit 5-Crestview Estates, and Timber Sky development to be served by City sewer collection system.

On August 8, 2018 the Purchasing Section posted an Invitation for Bids (IFB) solicitation for construction on the PlanetBids website and advertised the IFB in the Arizona Daily Sun on August 8 and 15, 2018. There were a total of four (4) bids received on August 29, 2018. City

Staff reviewed of all bids received and determined Eagle Mountain Construction to the lowest responsive responsible bidder. Eagle Mountain Construction's bid documentation was then turned over to Vintage Partners to contract with them for constructing the project.

Key Considerations:

The total reimbursement cost for installing the Westside Sewer Phase 2 project amounted to $1,588,046.50. A copy of the reimbursement cost allocation prepared by Turner Engineering was reviewed and approved by Water Services management and staff members and is attached.

Funding for reimbursing Vintage Partners for installing this sewer line is available in Account# -08-375-3417-0-4463. Partial project funding is budgeted in FY 2020 with the remainder to occur in FY 2021 when additional funding is available.

This is a 100% growth related capital project that is paid for by new customer capacity Buy-in Fees. It is not rate funded project.

Expanded Financial Considerations:

During construction of the project, conditions were encountered that were outside the bid scope of work. As a result, additional costs were incurred that were unavoidable and outside the contract scope of work. These additional costs are detailed in the attached change orders. All change orders were reviewed and approved by City Staff prior to payment by developer to contractor.

Community Benefits and Considerations:

The completion of the new sewer interceptor provides for additional growth of WL Gore facilities to occur on the westside of Flagstaff as well as for future development and infill opportunities.

Community Involvement:

Inform/Consult

The reimbursement of Westside Sewer Interceptor Phase 2 was discussed during the FY 2020 proposed budget and Capital Improvement program meetings with City Council members. This sewer line is replacing a bottleneck in the City Sewer Collection system and was also previously discussed during 2015 Rate Adjustment Public Hearings.

Public Hearings before the Water Commission and City Council are conducted in conjunction with any Rate Study. The installation of the Westside Sewer Interceptor along Thompson and Kaibab was included in the 10 year Capital Improvement Program contained in the 2015 Rate Adjustments.

Attachments: Devlopment Agreement -Original

Development Agreement 3rd Amendment

Westside Sewer Interceptor-Phase 2 Reimbursement
Construction Contract with Eagle Mountain
Change Order #1-Eagle Mountain
Change Order #2-Eagle Mountain
Change Order #3-Eagle Mountain
Final Review Letter

Official Records of Coconino County 3772624
Patty Hansen - Recorder 12/21/2016 10:20 AM Pgs: 78
CITY OF FLAGSTAFF MIS $43.50

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT

AMONG

CITY OF FLAGSTAFF

AND

VP 66 & WOODY MOUNTAIN, LLC

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ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made as of this 15th day of November, 2016, among the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("City"), and VP 66 & Woody Mountain, LLC, an Arizona limited liability company ("Owner").

RECITALS

A. The Owner owns approximately 197.58 acres of real property situated south and west of the intersection of Route 66 and Wood Mountain Road within Coconino County, Arizona, and partially within the incorporated boundaries of the City of Flagstaff, Arizona, as described legally in **Exhibit A** (the "Property" or "Project"), attached to this Agreement.

B. The Owner and City desire that the portion of the Property currently within Coconino County be annexed into the corporate limits of the City and be developed as part of the City. The Property to be annexed is depicted generally and described legally in **Exhibit B** (the "Annexation Property"), attached to this Agreement.

C. The annexation and development of the Property pursuant to this Agreement and the Concept Zoning Plan, dated August 9, 2016 and attached as **Exhibit C** (the "CZP") is acknowledged by the parties to be consistent with the City's General Plan, will operate to the benefit of the City, the Owner and the general public. The annexation of the Property would allow the City to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the City, including enhanced citizen pedestrian and vehicular mobility by widening US Route 66 at the western part of the City and creating connections to the Flagstaff Urban Trail System and the City Loop Trail.

D. The CZP contains exhibits and conceptual renderings that convey a scope and direction for the phasing of the parcels, which will be individually developed pursuant to the terms and conditions of this Agreement and subject to all applicable City ordinances, regulations, and resolutions, as provided in this Agreement, including requirements for conditional use permits. Subject to the terms of this Agreement, the Timber Sky community will provide a mix of new housing options, including a minimum of 100 housing units that will be sold at 100% of the Area Median Income ("AMI").

E. The City and the Owner are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 9-500.05 (pertaining to development agreements) in order to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things: conditions, terms, restrictions, and requirements for the permitted uses of the Property, the density and intensity of such uses, and other matters related to development of the Property as depicted on the CZP. This Agreement will also provide for a mechanism to establish dark skies measures beyond current city standards that will govern future development on the Property.

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F. A blank annexation petition was filed on October 11, 2016 with Coconino County and a public hearing was held on November 1, 2016, in connection with the annexation of the Annexation Property into the City.

G. The City desires to annex the Annexation Property into the incorporated limits of the City and intends to rezone the Annexation Property and Property to zoning classifications consistent with the Flagstaff Region Plan 2030 (FRP2030) and CZP, and provide for a maximum overall residential unit count of 1300 (the "CZP Ordinance").

H. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents as enumerated in these Recitals and this Agreement.

I. The Owner acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Owner by providing assurances to the Owner that they will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in the CZP.

J. The public services/infrastructure improvements to be provided by Owner, which are necessary to serve development within the Property, will also, in certain instances, facilitate and support the development of other projects in the region.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Annexation, Effective Date and Term.

1.1 Annexation. Concurrently with the execution of this Agreement by the City and Owner, Owner will deliver to the City an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the City Council will consider the petition and, if determined to be in the best interest of the City, adopt a final ordinance annexing the Property into the corporate limits of the City (the "Annexation Ordinance"). The Annexation Ordinance will contain a provision requiring, upon Owner's written request made prior to the effective date, the immediate rescission and termination of the Annexation Ordinance by the City if the City does not approve the CZP Ordinance at the same meeting, or if any person or entity, other than a party to this Agreement, files (i) a valid petition appearing (A) to be in proper form and (B) to have the requisite number of valid signatures to cause a referendum challenging this Agreement, the CZP Ordinance, and/or the Annexation Ordinance, (ii) litigation in a court of proper jurisdiction concerning this Agreement or the annexation or (iii) petition pursuant to A.R.S. § 9-471(C) challenging the validity or approval of the Annexation Ordinance.

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The City agrees to use its best efforts to accomplish the intent of this Section 1.1, even if a special meeting of the City Council must be called for the purpose of repealing the Annexation Ordinance. The City will schedule and advertise a Council Meeting for this purpose at the latest date reasonably possible prior to the Annexation Ordinance becoming final and effective and shall use its best efforts to perform in accordance with this Section. The City and Owner hereby acknowledge and agree that this Agreement will automatically terminate and be of no force or effect if the City's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) on or before December 31, 2017. The City and Owner further agree that this Agreement satisfies the requirements under A.R.S. § 9-471(O).

1.2 Effective Date. This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all parties; (2) this Agreement is recorded as required by A.R.S. § 9-500.05(D), and (3) the Annexation Ordinance becomes final and effective. The date on which all of the foregoing items have been completed is the "Effective Date" of this Agreement. If a challenge is properly made to the Agreement, this Agreement will become effective after resolution of such challenge in favor of the City.

1.3 No Default. Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City will not be deemed a default by the City.

1.4 Duration. This Agreement will automatically terminate on the twenty-fifth (25th) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any of the Property still is subject to this Agreement twenty-five (25) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of thirty-five (35) years, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the parties.

1.5 Release of Public Lots. In order to alleviate any possible concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, the provisions of this Agreement will not apply to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to third party residential end purchasers or users thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

2. Zoning and Vested Rights. Owner hereby agrees to be subject to all the terms, conditions, and stipulations of the CZP Ordinance (City Ordinance No. 2016-39) approving the CZP, attached as **Exhibit D** and incorporated by this reference. The City acknowledges and agrees that the zoning approved and adopted for the Property through the CZP Ordinance is vested for the term of this Agreement (the "Vested Rights") and that the Owner shall have a right to develop the Property consistent with the Vested Rights and the Concept Zoning Plan, subject to the Applicable Rules (as defined in Section 3, below) and any changes to the Rules as permitted by this Agreement. The City agrees not to initiate any changes or modifications to the

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zoning of the Property as of the Effective Date of this Agreement, except at the request of the owner of that portion of the Property for which such zoning change is sought, or except pursuant to the provisions of A.R.S. § 9-462.01(E). Owner acknowledges that they are still required to satisfy any remaining conditions of development of the Property as set forth in this Agreement and the CZP Ordinance.

3. Development Standards. Development of the Property will be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement, except as modified herein or otherwise agreed to, in writing, by Owner and the City (collectively, the "Applicable Rules" or "Rules"). Specifically, with regard to Title 10 of the Flagstaff City Code, the version in place as of January 1, 2016 shall apply to the Property ("Zoning Ordinance" or "Zoning Code").

4. Guiding Principles. The parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed.

5. Project Description, Site Layout, and Design Considerations.

5.1 Development Allocations. As depicted on the CZP, the overall maximum number of residential units to be developed on the Property is 1,300.

5.1.1 Open Space. The Parties agree that any residential development within MR and HR zoned portions of the Property requires a minimum of 15% gross lot area to be set aside as open space. This open space may include resource protection area, active and passive recreation uses, landscape areas, community gardens, roof decks and courtyards. Any phase of the project may develop with less than 15% open space, provided that an accounting of the Project open space is documented with each plat or site plan, subject to reallocations from civic space as provided in Section 5.1.2 below. Owner agrees that non-vehicular connectivity between adjacent development parcels will be provided for as set forth in the CZP Ordinance to achieve cross-community access to the Project neighborhoods and open space areas. Additionally, under the CZP Ordinance, all FUTS trails are required to be dedicated to the public.

5.1.2 Civic Space. The Parties agree that a total of 5% of the gross site shall be designated as civic space. If the Community Center is not included within the first developing phase, Owner may provide for the requisite 5% civic space within the first phase(s) through various interim civic space amenities such as trails with benches or other seating or gathering areas. Upon the completion of the Community Center, any previously allocated civic space elements may be converted to satisfy open space requirements.

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5.1.3 Densities. The Zoning Ordinance reflects minimum and maximum densities for each non-transect residential zoning category. Due to the topography of the Property and the Resource Protection Overlay requirements, minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

5.1.4 Residential Character. The character of the residential units will be guided by the reference materials contained in the CZP.

5.1.5 PRD Option. All residential development within the Property may elect the Planned Residential Development ("PRD") option as provided for in Section 10-40.60.270 of the Zoning Ordinance.

5.1.6 Duration of Preliminary Plat Approvals. Given the size and significance of the project and related infrastructure, an extended duration for preliminary plat approvals is warranted such that Section 11-20-60.040(B) of the City Code will not apply. Instead, the initial approval for a preliminary plat of the Property will be for a period of five years from the date of the City Council approval. If a complete final plat submittal has been made within the fifth year of the preliminary plat approval, the duration of the preliminary plat will be automatically extended for one year from the date of the completeness determination. If the final plat has not been recorded before the expiration of the preliminary plat, the plat will expire unless otherwise extended by the Director under Section 11-20-60.040(C).

5.2 Workforce Housing. The Project will deliver 100 residential ownership units with a minimum of 2 bedrooms and 2 bathrooms that will be sold at or below 100% of the AMI affordability level (which as of the date of this Agreement, would be approximately $220,000 based on an income of $60,200) ("AMI-accessible units"). To ensure that the AMI-accessible units remain affordable after the initial sale, Owner will work with the City to develop a program ("Affordability Plan") to make the AMI-accessible units consistent with the Permanent Affordability definition in the Zoning Code through a community land trust program administered by the City of Flagstaff and subject to any necessary City Council approvals. The Affordability Plan must be in place prior to the first final plat that contains residential uses. The parties acknowledge that restrictions on lending and market conditions could require that the terms of the Affordability Plan evolve over time. Further, this Agreement may require amendment if "permanently affordable" AMI-accessible units remain unsold or unoccupied after an extended period of time due to market, financing or other external conditions.

The location of the units will be determined as the parcels are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development, the final location of which is subject to the Owner's sole and absolute discretion. The intent of this program is for the units to blend in with the surrounding lots and the Owner does not plan to identify the units involved, nor cluster them. Rather, Owner intends

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to keep them distributed throughout the blocks they fall within to the extent feasible. Once designated, the Owner will work with the City to implement the Affordability Plan to ensure that the buyers meet ownership and income eligibility requirements within reasonable time frames established by Owner to coincide with the development of the balance of the parcel.

5.3 Commercial Development. The Commercial Services may be converted to residential development, subject to both a PRD option and Conditional Use Permit under Table 10-40.30.040B of the Zoning Ordinance. If the property is developed residentially the Resource Preservation requirements will be changed to comply with the residential development standard requirement of 47.5% or as otherwise provided for in the Zoning Ordinance. Any commercial buildings within the Commercial Services parcel will have four-sided architecture, including display windows or other exterior wall treatments along the street frontage(s) designed to provide street-level visual interest and provide compatibility with the surrounding residential development.

5.4 Outdoor Lighting Plan. Upon completion of the incorporation of the Annexed Property into the City's municipal boundaries, Owner acknowledges that the City's requirements within Zone 1, per Section 10-50.70 of the Zoning Ordinance, included as **Exhibit E** will impose certain restrictions related to lighting on the Property ("Zone 1 Requirements"). The Owner has built upon the Zoning Ordinance requirements to prepare a unique set of Dark Sky Standards that will apply to all development on the Property through the implementation of Conditions, Covenants & Restrictions ("CC&Rs"), as provided for in Section 5.5 below. A complete list of the standards and concepts that the Owner will record against the Property to supplement the Zone 1 requirements are provided in **Exhibit F** (the "Project Lighting CC&Rs"). The Project Lighting CC&Rs will be administered by the HOA for the Property and included in the master CC&Rs. Further, the CC&Rs will have special amendment criteria that limit the future Homeowners' Association's ("HOA") ability to process amendments to the Project Lighting CC&Rs without City Council approval.

5.4.1 Lumen Caps. Single family homes will be limited to a total of 1350 lumens and can only be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumen limit. These additional limits set shall not be interpreted to allow the current limits of the City of Flagstaff Zoning Code, Division 10.50.70 to be exceeded for multi-family residential development in any zone.

5.4.2 Fully Shielded Fixtures. Exterior lighting on all residential structures shall be fully shielded fixtures to be installed a minimum of five feet from the nearest edge of a canopy or overhang. Where not feasible or practical a fully shielded fixture with a motion sensor shall be utilized.

5.4.3 Lighting Source. All outdoor lighting will use either low-pressure sodium (LPS) or narrow-spectrum amber LED except for lighted entry monuments or other Class 1 lighting applications.

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5.4.4 Lighting Curfews. For any commercial development within Block 12, lighting fixtures exempted from the existing curfews imposed by the City of Flagstaff Zoning Code shall only be motion sensor fixtures.

5.5 Community Identification Signs. Owner may construct and maintain community identification signs in accordance with the Division 10-50.100 of the Flagstaff Zoning Code. Owner may not lease any community identification signs to third parties or use the signs for any purpose other than community identification.

5.6 Homeowners' Association. Prior to the submittal of the first application for a residential building permit to the City and pursuant to a declaration of CC&Rs by the Owner, the Owner shall form a master Homeowners' Association ("HOA") that governs the single-family residential portion of the Property.

5.6.1 Homeowners' Association Responsibilities. The CC&Rs will incorporate the requirements of this Agreement and further provide that either the HOA, a sub-association, or the Owner (until such time as Owner, as "Declarant," relinquishes control of the HOA to the property owners, as provided in the CC&Rs) shall maintain the private trails, drainage facilities, landscaping within rights-of-way, medians, bridge abutment fascia, and private open spaces, and private common areas within the Property. The HOA will require homeowners to maintain the individual on-lot LID features through the CC&Rs.

6. Resource Protection Plan. The Property contains natural resources that warrant its inclusion within the City's Resource Protection Overlay as provided for in the CZP Ordinance. In connection with the Preliminary Block Plat submittal for the Property, a Natural Resource Protection Plan was prepared by Woodson Engineering & Survey dated July 13, 2016 that contains the approved resource protection strategy for the Property (the "NRPP"). The City agrees that the NRPP and Preliminary Block Plat will govern future plat submittals for the individual development parcels. The relocated 50-foot wide APS corridor, located in McAllister Ranch Road, will be excluded from the resource protection calculations as a regional utility corridor.

7. Infrastructure Plan. The City and Owner acknowledge that the Project will include certain infrastructure improvements, including drainage, water, sewer, and traffic circulation plans for the infrastructure (such infrastructure improvements hereinafter collectively referred to as the "Infrastructure Plan"), and that the following impact analyses are approved in connection with the CZP and applicable to the Project:

- Water and Sewer Impact Analysis, dated November 3, 2015 ("WSIA")
- Traffic Impact Analysis, dated June 24, 2016 ("Traffic Study")
- Preliminary Drainage Report and Drainage Impact Analysis, dated March 10, 2016, and its addendum, dated August 16, 2016 (collectively the "DIA")

Except as otherwise provided in this Agreement and subject to the Rules and any changes to the Rules permitted by Section 3, so long as Owner proceeds with the development of the Property,

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Owner may implement and phase the infrastructure improvements to the Property in conformance with the Preliminary Block Plat, including the Infrastructure Phasing Plan provided as Appendix 5 to the CZP, and City agrees that the required infrastructure improvements for the Project are limited to those detailed in this Agreement and the Preliminary Block Plat.

7.1 Infrastructure Plan Amendment. The City and the Owner acknowledge that amendments to the approved Infrastructure Plan and/or Infrastructure Phasing Plan may be necessary from time to time to adapt to the actual number of units platted within the Property and identified uses. The Owner and the City agree that any such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

7.2 Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with the Rules and all other applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Improvements that relate to the phase or portion of the Property to be developed by Owner at any given time subject to approved civil plans. Owner shall cause the Infrastructure Improvements to be constructed and installed in a good and workmanlike manner and in compliance with the Rules and all other applicable requirements, standards, codes, rules or regulations of the City.

7.2.1 Owner, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such public Infrastructure Improvements. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

7.2.2 Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City right-of-way not used for vehicular travel.

7.3 Infrastructure Assurance. The parties hereto acknowledge and agree that the City, prior to recording the final plat for each subdivision or issuance of a permit for the commencement of construction in connection with non-subdivision development, shall require the Owner and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required by the Rules to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed ("Infrastructure Assurance"), except for infrastructure improvements detailed below in Sections 8.5.1.1 and

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8.5.1.2. In such case, the Owner may elect, with the approval of the City, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms reasonably acceptable to the City (each, an "Acceptable Assurance"), are as follows:

7.3.1. Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the City a performance bond; or

7.3.2 Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the City an irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate lender's requirements; or

7.3.3 A letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or

7.3.4 Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or

7.3.5 Cash or certified check, which may be deposited into an escrow account and administered through an escrow agreement between the parties; or

7.3.6 Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion.

Once the Owner required Infrastructure Assurances have been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the City, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other form of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure Improvements for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure Improvement so completed. The City agrees that within twenty (20) days from the City acceptance of the particular completed Infrastructure Improvements for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the Rules.

7.4 Necessary Easements. It shall be a condition precedent to the obligation of Owner to construct the Public Infrastructure herein specified or otherwise required to service the Property, that Owner shall have obtained any and all easements, rights of entry, and/or other use rights on or about all real property other than the Property upon, through or under which will be installed all or any portion of said Public Infrastructure, as useful or necessary for Owner to enter and to properly perform all activities incident to Owner's construction obligations hereunder

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(collectively, the "Easements"). Owner shall use reasonable efforts to obtain the Easements; provided, however, that if despite the exercise of such reasonable efforts, Owner is unable to obtain any necessary Easements, the City upon request by Owner shall obtain said necessary Easements through the City's power of condemnation and the obtaining of immediate possession, all in accordance with applicable law. Such costs of obtaining the Easements (including, without limitation, the costs of condemnation including legal fees and court costs) shall be paid by Owner and shall be included in the costs of any and all Public Infrastructure for which Owner is entitled to a reimbursement, as hereinafter specified.

7.5 Rights-of-Way Dedication. All right-of-way dedications required within the developing phase of the Property will be completed in conjunction with the Final Plat or Block Plat, whichever comes first

7.5.1 Right-of-Way Acquisition. Owner shall be responsible for acquiring the right(s)-of-way necessary for all required public improvements through good-faith negotiation with the property owner. Owner shall follow the requirements in Title 12 of the Arizona Revised Statutes for acquisition of the property as if the Owner was a government entity obtaining property by eminent domain. Owner will work with the City's Real Estate Manager from the beginning of the negotiation process to ensure compliance with stature and to expedite the process. If the Owner is unable to acquire the right(s)-of-way within a reasonable timeframe and after the exercise of reasonable diligence, then Owner shall request in writing that the City initiate eminent-domain proceedings to acquire the right(s)-of-way. The City shall be the arbiter of whether or not the Owner has exhausted its ability to negotiate with the property owner, but shall be reasonable in its judgment. Once the City has determined that the Owner has exhausted its ability to negotiate with the property owner, the City shall promptly proceed in accordance with the state's eminent domain laws, (ARS 12-1111, et. Seq.) and use its best efforts to expedite acquisition. Owner must provide funding for all costs of such acquisition, including the fair-market value of the subject property, severance damage, cost to cure, appraisal costs, expert witnesses, legal costs including attorney's fees, and City staff and administrative costs, as the City may deem necessary and appropriate.

8. Water & Sewer Improvement Requirements

8.1 Water & Sewer Impact Analysis. Owner shall adhere to all of the requirements of the WSIA dated November 3, 2015, prepared by Civil Design & Engineering, Inc. for City of Flagstaff Utilities Department except as modified herein.

8.2 On-Site Water & Sewer Improvements Phasing. As identified in the WSIA and Preliminary Block Plat, construction of On-Site Water and Sewer Improvements shall be phased appropriately as provided for in this Agreement to ensure stand-alone water and sewer availability within each Phase. All phased on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality. The Owner is required to dedicate the entire sewer line easement through the Property with the final plat of Phase 1. Owner will not be required to post assurances for sewer infrastructure beyond Phase 1, with the dedication of the entire easement.

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8.3 On-Site Water & Sewer Improvements Requirements. Owner agrees to provide all on-site water and sewer systems required to support the overall development plan, including a 12" diameter looped water system from W Route 66 to Woody Mountain Road. Each of the development blocks will be connected to the water main within the collector roadway. The water system will be extended in coordination with the phasing and as needed for individual parcels. Owner agrees to provide a new 8" PVC waterline connection to the eastern boundary as part of the development of Block 2 as shown on the Preliminary Block Plat. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project.

8.4 Water System Improvement Requirements.

8.4.1 Upfront Water Production Payment. The City has allocated water supply up to 480 units for the development. In order to exceed the City's water allocation of 480 units, Owner shall, provide the City with an advance payment of the Project's expected capacity fees related to water production per the terms defined in 8.4.1.3 of this Agreement ("Upfront Water Production Payment"). As defined in the City's Water, Sewer and Stormwater Rate and Capacity Fee Study, Final Report, June 20, 2016, page 41, the current Water Production portion of the total Water Capacity Fee is 38.5%. The Upfront Water Production Payment will be used by the City to construct a new well for the development in order to ensure that the City's water system has enough capacity for the development as it progresses. At the request of Owner, City agrees that Owner can make the Upfront Water Production Payment in two installments: (a) the first installment must be at least 50% of the total Upfront Water Production Payment, and (b) the second installment must be for the remaining portion of the Upfront Water Production Payment and must be received no later than nine (9) months after payment of the first installment ("Payment Schedule"). City estimates that the new well can be sited, constructed, and operable within eighteen (18) months after receipt of the first installment of the Upfront Water Production Payment. So long as Owner pays the first and second installments of the Upfront Water Production Payment according to the Payment Schedule, building permits for the construction of units in excess of 480 may be issued eighteen (18) months after receipt of the first installment of the Upfront Water Production Payment. If the Payment Schedule is not followed (e.g., if the first installment is made but the remainder of the Upfront Water Production Payment is not received within nine months after payment of the first installment) no building permits for construction of any units in excess of 480 will be issued until the new well is drilled, constructed, and connected to the City's existing water system. If the Owner changes its plans for development such that more water is required than currently forecast, Owner must update the WSIA and amend this Agreement accordingly. The City may withhold any and all building permits until the Owner complies with this provision.

The Parties further agree as follows:

8.4.1.1 Calculation of Upfront Water Production Payment. The parties acknowledge that water capacity fees will be collected for the Project as

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development progresses, pursuant to City Code Section 7-03-001-0011. The Upfront Water Production Payment will be based on the anticipated capacity fees for 1,000 single family residential units. At the time Owner requests to make the first installment of the Upfront Water Production Payment pursuant to the Payment Schedule described in Section 8.4.1, the amount due for the entire Upfront Water Production Payment will be calculated by multiplying the prevailing Water Production portion of the capacity fee (currently 38.5%) by the difference between 1,000 units and the number of units for which a capacity fee has already been collected as of that time. The table below provides an example of the calculation:

Example Upfront Water Production Payment:

Water Capacity Fee (¾" Single Family)	$5,728
Water Production portion (currently 38.5%)	$2,205
Total Capacity Fee obligation with 1000 SF units	$5,728,000 ($5,728*1000 units)
Total Water Production portion (38.5%)	$2,205,000 ($2,205*1000 units)

Assume development of 200 SF units prior to funding the Upfront Water Production Payment:

Total Water Capacity Fee paid	$1,145,600 ($5,728*200 units)
Total Water Production portion paid	$441,000 ($2,205*200 units)

Therefore, the **Upfront Water Production Payment**: $2,205,000 - $441,000 = **$1,764,000**

8.4.1.2 Reimbursement of the Upfront Water Production Payment. The City will reimburse the Owner the Water Production portion of each capacity fee collected by the City after receipt of the Upfront Water Production Payment until the Upfront Water Production Payment made by the Owner is paid back in full. The amount reimbursed from each capacity fee will be based on the Water Production portion of the capacity fee that was used at the time the Upfront Water Production Payment was calculated. Reimbursement payments will be determined and made on a quarterly basis by calculating the Water Production portion of all capacity fees collected in relation to the Project during that preceding quarter ("Reimbursement Payment"). The Reimbursement Payment will be paid by the City to Owner within thirty (30) days of the end of the quarter for which the Reimbursement Payment was calculated. The City will only reimburse owner the Water Production portion of the capacity fees collected up to 1,000 units. If the Project results in less than 1,000 units being constructed, City will reimburse Owner the portion of the Upfront Water Production Payment collected for any units between the actual number of units constructed and 1,000.

8.4.1.3 Well System Sites. The Owner will allow the City access to its property to conduct a geophysical survey to determine whether a desirable well site may exist on the Owner's property. If the City determines that a desirable well site exists on Owner's property, Owner agrees to dedicate the parcel of land required for the well and any necessary easements for construction of the well and to connect the well to the City's existing water system. Each well site shall be

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located on a parcel of land no smaller than 150' x 150'. The City will work with Owner to locate the well on the property so as to have the least amount of impact on the proposed Project. If a desirable well site does not exist on Owner's property, Owner agrees to work with the City to obtain any necessary land and easements for the purposes of constructing the well and connecting it to the existing City infrastructure, at no additional cost to Owner.

8.5 Off-Site Sewer Improvement Requirements.

8.5.1 Increased Sewer Capacity. The Parties agree that pursuant to the WSIA, the Project will create the need for Off-Site Sewer Improvements, specially identified below. Owner acknowledges that modifications to the existing sewer collection system are required as part of this project as the existing downstream sewer collector system is not adequate for the proposed development. Prior to the issuance of the first building permit, the following off-site sewer modifications must be completed and accepted by the City.

8.5.1.1 The replacement of the 8" sewer line connecting manholes 2A-422 and 2A-360 with an 18" diameter pipe. This reach is approximately 3,100 feet in length and runs along Thompson Street and West Kaibab. This is a planned City project that is budgeted for fiscal year 2021. The City agrees to reimburse the Owner for the cost of the design and construction of this sewer improvement. Owner has requested that the City move the project to fiscal year 2020 (reimbursement available July 1, 2019) subject to approval by the Flagstaff City Council.

8.5.1.2 The installation of approximately 5,170 feet of sewer line to connect MH 2A-472 at the existing Adirondack Avenue 18" sewer interceptor line for this drainage basin through manhole #18, which is approximately 300 feet north of W Route 66. The line must be upsized to an 18" sewer line as the result of the additional load and to accommodate future load. Infrastructure improvements shall include the sewer line, manholes and any other incidental utility improvements necessary for construction. The City is scheduled to construct this sewer extension in fiscal year 2017. Should the Owners construct the sewer line in advance of the City, the City agrees to reimburse the Owner the cost of the improvements unless the City's Core Facilities project is terminated, in which case the Owner will only receive upsizing contributions for the difference between an 8" and an 18" sewer line.

8.5.2 Sewer Line Design and Construction Standards. Owner agrees to construct all of the Off-site sewer Improvements in accordance with all applicable City, State, and Federal rules, regulations, and design standards, including the City's procurement requirements.

9. Stormwater Drainage Impact Analysis.

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9.1 Drainage Mitigation. Owner agrees to mitigate the Project's identified drainage impacts in accordance with the DIA and ensure maintenance of individual on-lot LID features.

9.2 New Impact Analysis. Pursuant to the conditions of the Concept Zoning Map Amendment a new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.

10. Road Improvement Requirements.

10.1 General Off-Site Roadway Improvements. The Owner provided a Traffic Impact Analysis ("Traffic Study") to determine the necessary traffic mitigation for the Project. The Parties agree that the Owner's traffic mitigation will be accomplished in two ways: 1. Owner will be solely responsible for the design and construction of certain Off-site Roadway Improvements in Phase 1 as identified below; 2. Owner may make a cash contribution to the City toward additional Off-site Roadway Improvements in Phase 3 as described in Section 10.4 below.

10.1.1 Construction Standards. Owner agrees to construct all of the On-site and Off-site Roadway Improvements in accordance with all applicable City, State, and Federal rules, regulation, and design standards.

10.1.2 Construction Timing. All Phase 1 On-site Roadway Improvements shall be substantially completed in accordance with the Section 13-10-013-001 of the Engineering Design and Construction Standards and Specifications prior to issuance of the first building permit in Phase 1. To obtain building permits in Phases 2, 3, and 4, the remaining improvements for each individual phase must be constructed and accepted. All Phase 1 Off-site Roadway Improvements shall be completed prior to the issuance of the first certificate of occupancy.

10.2 On-site Roadway Improvements. On-site Roadway Improvements shall consist of all internal roadway construction including but not limited to curb, gutter, sidewalks, pedestrian ways, FUTS trails, bicycle ways, medians, and turn lanes. On-site Roadway Improvements include all property frontage improvements along West Route 66 and Woody Mountain Road.

10.3 Phase 1 Off-site Roadway Improvements. The Parties agree that the Traffic Study has identified the Phase 1 need for improvements at two City intersections, as described below.

10.3.1 Woodlands Village Boulevard and W. Route 66. Phase 1 Improvements include the modification of the northbound Woodlands Village left turn lane/median to 250 feet or more of storage, final storage length to be worked out at final design.

10.3.2. Woodlands Village Boulevard & University Avenue. Phase 1 Improvements include the addition of an exclusive/permitted left turn phasing to both eastbound and westbound approaches.

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10.4 Additional Contributions for Future Roadway Improvements. As provided in the September 9, 2016 letter from ADOT, ADOT and the Owner has agreed to certain phasing and improvements, as well as a mechanism by which a cash contribution may be paid to the City prior to the acceptance of the Phase 3 block plat infrastructure improvements. This contribution is subject to the financial assurance under Section 7.3 required for the recordation of the final block plat for Phase 3. The cash contribution will be $1.5 million (Owner's approximate proportional share for all off-site roadway improvements) minus the amount of the Owner's actual cost (costs actually paid or incurred for design, surveying, mapping, historical clearance from the State Historic Preservation Office, engineering, materials, labor, testing, inspection, construction management, permit fees and other reasonably related cost necessary to complete the improvements to the point of final acceptance by ADOT, the City, the Arizona Department of Environmental Quality or any other agency and any other cost as approved by the City Engineer) of the off-site roadway improvements for Phase 1 in relation to Route 66 transportation corridor (excluding the improvements referenced above in section 10.3.2 of this Agreement). The Owner and City Engineer will work together to arrive at a mutually acceptable list of final costs allocated toward the $1.5 million prior to the final block plat approval for Phase 3. Should the Phase 1 improvements exceed $1.5 million, no cash contribution will be given to the City and Owner will not make any additional contributions to future roadway improvements and Owner shall be solely responsible for all costs exceeding the $1.5 million. The City intends to utilize this cash contribution in partnership with ADOT to improve the West Route 66 corridor between Flagstaff Ranch Road and Milton Road.

11. Additional Conduit. Owner has agreed at the time of Phase 1 infrastructure construction to install an additional conduit so that APS can provide three-phased power to the north side of Route 66 at Alvin Clark Way to support the Core Facilities Project and installation of a new well pump.

12. Infrastructure Financing.

12.1 Impact Fees. Subject to the provisions of this Agreement and to the extent permitted by law, Owner agrees to pay all current and future enacted impact fees provided such impact fee is generally and uniformly applicable to the City and is consistent with the provisions of A.R.S. § 9-463.05 if such fee is charged by the City at the time of construction permit issuance. The City of Flagstaff does not currently have adopted utility impact fees. Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure (the "Impact Fee Credit"), to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against any impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to one hundred percent (100%) of the particular impact fee otherwise

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applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

12.2 Reimbursement for Oversizing that Benefits Other Properties. The parties acknowledge that if Owner provides or pays for any dedicated public sites or public infrastructure that will directly benefit property or developments other than the Property and the developments thereon, and Owner may seek reimbursement pursuant to City Code Chapter 7-08.

13. City Services. Upon the Effective Date for the Annexation Property, City shall include the Property in the City's municipal service area and, upon completion of the construction and installation of the necessary Infrastructure Improvements by Owner as provided in or as required by this Agreement and the Rules, the City shall provide to the Property such utility and other services in a manner that is similar to that by which the City provides such utilities and services generally to the residents of similarly situated property in the City, including sewer, water, garbage, fire and police, provided that Owner has constructed and installed the necessary Infrastructure Improvements as provided in or as required by the Rules and the Infrastructure Improvement Schedule. The City agrees to assess and collect user fees or rates for each municipal utility service provided by the City consistent with the fees or rates established by the City and applied for other similarly-situated property and projects (residential property and projects greater than five acres) in areas of the City receiving similar municipal services. Failure by the Owner to promptly pay any amount owed, including but not limited to the obligations set forth in this Section 9, will constitute a breach of this Agreement and the City may collect such amounts owing by utilizing the remedies set forth this Agreement, and further may withhold the issuance of building permits for improvements on the Property until such amount is paid.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Owners:

Walter Crutchfield
VP 66 & Woody Mountain, LLC
2502 E. Camelback Road, Suite 214
Phoenix, AZ 85016

Notices will be deemed received (1) when delivered to the party, (2) three business days after being sent by U.S. mail, certified and return receipt requested, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized and reputable overnight delivery service.

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15. General Provisions.

15.1 Further Assurances. Each party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

15.2 Successors and Assigns. All of the provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. All rights and obligations of the Owner under this Agreement will constitute covenants that run with the land and will be binding on all of the Owner's respective successors and assigns, except as provided in Section 1.5.

15.2.1 Notwithstanding the foregoing, the City agrees that each Owner's ownership, operation, and maintenance obligations provided by this Agreement may be assigned to HOA(s) to be established by the respective Owner. Owner individually agrees to provide the City with written notice of any assignment of an Owner's rights or obligations within a reasonable period of time following such assignment.

15.2.2 Notwithstanding any other provisions of this Agreement, any Owner may assign all or part of its rights and duties under this Agreement to any financial institution from which such Owner has borrowed funds for developing the Property or a portion thereof.

15.3 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

15.4 Modification of Agreement. This Agreement may be amended at any time by written amendment executed by and between the City and the Owner of the portion of the Property which is the subject of any such amendment. The balance of the Owners need not execute any such amendment for any such amendment to be effective, so long as such amendment does not alter the Applicable Rules for any portion of the Property owned by others. Where the amendment alters the Applicable Rules for Property owned by another party, that Owner must be a party to that amendment. All amendments to this Agreement must be recorded in the official records of Coconino County, Arizona, within ten (10) days following execution, as required by A.R.S. § 9-500.05(D).

15.5 Default. Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided; however, that if the failure is such that more than thirty (30) days would be reasonably required to perform such action or comply with any

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term or provision thereof then the breaching party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages. Any Owner not in default shall not be liable under this Section for the default of any other Owner.

15.6 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing in this Agreement shall constitute or be deemed to be a waiver by an Owner of its right to request future rezonings or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing in this Agreement shall be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change. Further, nothing in this Agreement shall constitute or be deemed to be a waiver or relinquishment by an Owner of its rights to continue nonconforming uses of all or any portion(s) of the Property which may exist, or have existed, as of the date of this Agreement, subject to legal principles applicable to such non-conforming uses.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

15.8 Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require; and the word "person" or "party" will include a corporation, limited liability company, firm, partnership, proprietorship, or other form of association.

15.9 Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

15.10 Construction of Agreement. This Agreement has been arrived at by negotiation and will not be construed against either party or against the party who prepared the last draft.

15.11 Recordation and Effect. This Agreement will be recorded by the City in its entirety, inclusive of all exhibits, in the official records of Coconino County, Arizona, as required by A.R.S. § 9-500.05(D).

15.12 Governing Law. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Arizona.

15.13 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

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15.14 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

15.15 Authorization. The execution and performance of this Agreement has been duly authorized by all necessary laws, resolutions, or corporate actions of the respective parties. The parties to this Agreement represent and warrant that the persons executing this Agreement have full authority to bind the respective parties.

15.16 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

15.17 Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

15.18 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

15.18.1 Mediation Procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties.

15.18.1.1 Commencement of Mediation. Either party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other party or parties a written notice (the "Mediation Notice") calling on the other party or parties to proceed to mediation. The party or parties who have received a Mediation Notice will contact the party calling for mediation 7 days from receipt of the Mediation Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

15.18.1.2 Mediator Selection. Unless the parties agree otherwise, the parties will select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the parties are unable to agree upon a mediator within 10 business days of the confirmation of receipt of Mediation Notice, each party will independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "Director") of three attorney mediators from that roster that are acceptable to the party, and further,

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inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director will then select one or more attorney mediators from the parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

15.18.1.3 Fees and Costs. Each party agrees to bear its own fees and costs in mediation. The parties will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The parties will share equally the mediators' fees and mediation expenses.

15.18.1.4 Subsequent or Contemporaneous Contracts. The parties will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the parties otherwise.

15.18.1.5 Participation in Mediation. The parties agree to encourage participation in mediation by all relevant parties. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

15.18.1.6 Waiver. This section does not constitute a waiver of the parties' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.19 Venue and Attorneys Fees. Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court or in the United States District Court for the District of Arizona, if appropriate under 28 U.S.C. § 1331. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party, as well as expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" will mean the reasonable fees and expenses of in-house and outside counsel to the parties hereto, which may include reasonable printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons performing services under the supervision of an attorney, and the reasonable costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section will survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment.

15.20 Negation of Partnership. The parties specifically acknowledge that the Project will be developed as private property, that no party is acting as the agent of any other party in any respect, and that each party is an independent contracting entity with respect to the terms,

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covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement are intended to create a partnership or other joint enterprise between the parties.

15.21 No Obligation to Develop Property. Except as expressly set forth in this Agreement, neither the City nor any Owner will be required to complete any part or all of the development of the Property.

15.22 No Third Party Beneficiaries. The City and Owner acknowledges and agree that the terms, provisions, and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the City and Owner, and none of the terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

15.23 Compliance with All Laws. Owner will comply with all applicable Federal, State, County and City laws, regulations and policies.

15.24 Recitals. The Recitals set forth above are incorporated in this Agreement by reference as though fully restated.

16. Waiver of Claim for Diminution in Value. Each Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the "Act") in connection with the application of the City's existing land use laws and including Ordinance No. 2016-39 regarding the Property (collectively, the "Laws"). This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Laws with regard to the subject Property. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees or costs under the Act that they may have, as a result of the application of the Laws upon the Property.

17. Estoppel Certificate. Any Owner may request of the City Manager, and the City Manager shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the CZP Ordinance is unmodified and in full force and effect, or if there have been modifications, that the CZP is in full force and effect as modified, stating the nature and date of such modification; (b) there is or is not a default under the CZP or this Agreement and the scope and nature of the default; and (c) the City has or does not have any existing or pending legal or equitable claims against any party with an ownership interest in the Property. In the event an Owner has not received an estoppel certificate within thirty (30) days from the date of the request, then in such event, that Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to the City Manager, and such estoppel certificate shall be binding upon City.

[Signature page follows.]

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IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and the other Owner has signed the same on or as of the day and year first above written.

City of Flagstaff,
an Arizona municipal corporation
"City"

Jerry Nabours, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

VP 66 & Woody Mountain, L.L.C.,
an Arizona limited liability company
"Owner"

By: Mark Ogilvie Jr

Its: Authorized Agent

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STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared Jerry Nabours, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

STATE OF ARIZONA)
COUNTY OF Maricopa)

ACKNOWLEDGMENT

On this 17th day of November, 2016, before me, a Notary Public, personally appeared Mark E. Ortman, Jr., known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of VP 66& Woody Mountain, L.L.C., an Arizona limited liability company, for the purposes therein contained.

CARA ELIZABETH COOK
Notary Public, State of Arizona
Maricopa County
My Commission Expires
April 24, 2020

Cara Cook
Notary Public
My Commission Expires:
April 24, 2020

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LIST OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Annexation Property
Exhibit C	Concept Zone Plan
Exhibit D	Concept Zone Plan Ordinance
Exhibit E	Zone 1 Requirements
Exhibit F	Project Lighting CC&Rs/Lighting Mitigation Standards

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Exhibit A

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LEGAL DESCRIPTION FOR THE PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE "PRESIDIO WEST TRACT" AS SAID TRACT IS DESCRIBED IN THAT CERTAIN WARRANTY DEED (DEED) RECORDED AS INSTRUMENT NO. 3229602, RECORDS OF COCONINO COUNTY, ARIZONA, WHEREIN SAID "PRESIDIO WEST TRACT" IS COMPRISED OF PARCEL NOS. 1D, 3, 4, 5B, 8 AND 9, WHICH ARE SITUATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST AND IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24 AS DESCRIBED IN SAID DEED FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES NORTH 89° 31' 49" EAST, A DISTANCE OF 2,634.20 FEET;

THENCE FROM SAID NORTHEAST CORNER OF SECTION 24, SOUTH 01° 56' 25" EAST, A DISTANCE OF 1,718.05 FEET ALONG THE LINE COMMON TO SAID SECTIONS 24 AND 19, TO A POINT ON THE NORTH BOUNDARY OF SAID "PRESIDIO WEST TRACT" FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES SOUTH 01° 54' 02" EAST, A DISTANCE OF 916.63 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH 72° 44' 49" EAST, A DISTANCE OF 1,413.86 FEET TO THE BEGINNING OF AN OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM THE CENTERLINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS THETA = 3° 00' 00", XS = 299.92 FEET, YS = 5.23 FEET AND LS= 300.00 FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH 73° 47' 13" EAST ~ 303.42 FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO AN OFFSET POINT OF SPIRAL TO CURVE;

THENCE ALONG SAID NORTH BOUNDARY, BEING A SIMPLE CURVE TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID SIMPLE CURVE HAVING A RADIUS OF 2,930.79 FEET, CHORD BEARING AND LENGTH OF SOUTH 79° 01' 53" EAST ~ 332.31 FEET AND CENTRAL ANGLE OF 6° 30' 00", AN ARC DISTANCE OF 332.49 FEET TO AN OFFSET POINT OF CURVE TO SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS THETA = 3° 00' 00", XS = 299.92 FEET, YS = 5.23 FEET AND LS = 300.00 FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH 84° 16' 33" EAST ~ 303.42 FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO THE END OF SAID OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH 85° 16' 49" EAST, A DISTANCE OF 203.51 FEET TO A $^1/_2$" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 00° 42' 05" WEST, A DISTANCE OF 1,107.36 FEET TO A $^1/_2$" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE SOUTH 43° 42' 33" WEST, A DISTANCE OF 785.53 FEET TO A $^1/_2$" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

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THENCE SOUTH 54° 55' 29" EAST, A DISTANCE OF 708.84 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF FLAGSTAFF FOR PUBLIC RIGHT OF WAY PER INSTRUMENT NUMBER 3337514, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTHERLY ALONG SAID WEST BOUNDARY, BEING A NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 93.00 FEET, CHORD BEARING AND LENGTH OF SOUTH 09° 45' 40" WEST ~ 79.53 FEET AND CENTRAL ANGLE OF 50° 37' 42", AN ARC DISTANCE OF 82.18 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE BEGINNING OF A NONTANGENT CURVE ON SAID EAST BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE SOUTHWESTERLY ALONG SAID EAST BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,679.58 FEET, CHORD BEARING AND LENGTH OF SOUTH 43° 20' 50" WEST ~ 181.19 FEET AND CENTRAL ANGLE OF 1° 49' 41", AN ARC DISTANCE OF 181.20 FEET TO A POINT OF NONTANGENCY;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 44° 18' 09" WEST, A DISTANCE OF 213.50 FEET TO THE SOUTHEAST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE SOUTH BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 75° 51' 05" WEST, A DISTANCE OF 2,083.39 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 9,798.23 FEET, CHORD BEARING AND LENGTH OF NORTH 72° 53' 07" WEST ~ 1,014.17 FEET AND CENTRAL ANGLE OF 5° 55' 59", AN ARC DISTANCE OF 1,014.63 FEET TO A POINT OF NONTANGENT COMPOUND CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,103.47 FEET, CHORD BEARING AND LENGTH OF NORTH 69° 54' 18" WEST ~ 280.62 FEET AND CENTRAL ANGLE OF 1° 26' 53", AN ARC DISTANCE OF 280.63 FEET TO A POINT OF TANGENCY;

THENCE ALONG SAID SOUTH BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 69° 10' 52" WEST, A DISTANCE OF 293.87 FEET TO THE SOUTHWEST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE WEST BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 00° 7' 17" EAST, A DISTANCE OF 1,132.68 FEET;

THENCE ALONG SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 01° 00' 29" WEST, A DISTANCE OF 707.93 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST, A DISTANCE OF 631.50 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE NORTH 18° 08' 11" EAST, A DISTANCE OF 594.01 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE ALONG SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST, A DISTANCE OF 565.49 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

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Exhibit B

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PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel of land described in Instrument No. 3700862, Records of Coconino County, Arizona (RCC), herein after referred to as Parcel A, situated in the west half of Section 19, Township 21 North, Range 7 East, and the east half of Section 24, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at a found United States Department of Agriculture brass cap at the quarter common to said sections;

Thence South 00°19'17" West, 662.98 feet along the line common to said sections to a found 1" iron pipe on the existing corporate boundary of the City of Flagstaff, Arizona, and the POINT OF BEGINNING;

Thence South 00°18'19" West, 663.18 feet along said common section line and said corporate boundary to a found 1" iron pipe;

Thence South 00°12'37" West, 264.56 feet along said common section line and said corporate boundary to a found 1/2" rebar with cap marked "RLS 18215 at a point of non-tangency on the southerly line of said Parcel A and the northerly line of U.S. Interstate Highway 40 at a point of non-tangency through which a radial line bears South 15°10'12" West;

Thence northwesterly, 842.38 feet along said southerly and northerly lines along the arc of a 9,798.23 foot radius curve, concave to the northeast, having a central angle of 04°55'33" to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at a point of compound curvature through which the back radial bearing bears South 20°05'45" West and the forward radial bearing bears South 19°23'57" West;

Thence northwesterly, 280.77 feet along said southerly and northerly lines along the arc of a 11,103.47 foot radius curve, concave to the northeast, having a central angle of 01°26'56" to a found brass cap marked "AZ HWY DEPT 1966 ELEV 7076.133";

Thence North 69°11'00" West, 293.93 feet along said southerly and northerly lines to a found cap marked "LS 21061 at the southwest corner of said Parcel A and southeast corner of an Arizona Public Service Company parcel;

Thence North 00°08'31" East, 351.95 feet along the east line of said Arizona Public Service Company parcel and the west line of said Parcel A to a found 5/8" rebar at the northeast corner of said Arizona Public Service Company parcel and the southeast corner of that parcel described in Instrument No. 3423804, RCC;

Thence North 00°08'31" East, 676.53 feet along the east line of said parcel described in Instrument No. 3423804 and the west line of said parcel A to a found 2" aluminum cap

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marked "NES LS 14671" at the northeast corner of said parcel described in Instrument No. 3423804 and the southeast corner of Lot 11, Flagstaff Ranch Business Park Unit Two, Instrument No. 3457467, RCC;

Thence North 00°01'00" East, 103.98 feet along the east line of said Lot 11 and said west line of Parcel A to a found 1-1/2" aluminum cap marked ARENCO PE 971 LS 4321;

Thence North 00°51'16" West, 132.89 feet along said east and west lines to a found 2" aluminum cap marked "NES LS 14671 at the northeast corner of said Lot 11 and the southeast corner of Lot 10 of said Flagstaff Ranch Business Park

Thence North 01°03'29" West, 237.96 feet along the east line of said Lot 10 and said west line of parcel A to a found 1/2" rebar and cap marked "RLS 18215" at the northeast corner of said Lot 10 and the southeast corner of that parcel described in Instrument No. 3445762, RCC;

Thence North 00°59'31" West, 278.78 feet along the east line of said parcel and the west line of said Parcel A to a found cap marked "RLS 25083 at the northeast corner of said parcel described in Instrument No. 3445762 and the southeast corner of that parcel described in Instrument No. 3075167, RCC;

Thence North 01°00'03" West, 58.30 feet along the east line of said parcel described in Instrument No. 3075167, RCC to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southwest corner of that parcel described in Instrument No. 3485184, RCC;

Thence South 72°48'08" East, 631.20 feet along the southerly line of said parcel and the northerly line of said Parcel A to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southeast corner of that parcel described in Instrument No. 3485184, RCC;

Thence North 18°08'54" East, 593.97 feet along the east line of said parcel and the west line of said Parcel A to a found 2" aluminum cap marked "NES LS 14671 on the southerly line of U.S. Highway 66;

Thence South 72°48'03" East, 565.62 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on the line common to said Sections 19 and 24, from which said quarter corner common to both Sections bears South 01°53'27" East, 916.78 feet;

Thence South 72°43'58" East, 1,353.69 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on said existing corporate boundary of the City of Flagstaff, Arizona, and the northeast corner of said Parcel A;

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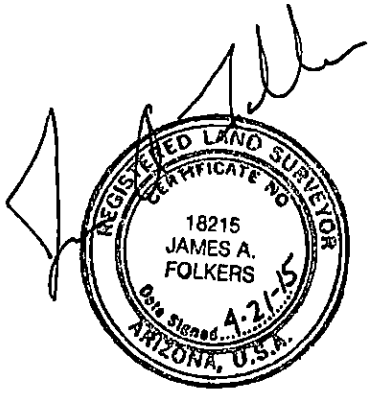
Thence South 00°25'10" East, 1,172.77 feet along said existing corporate boundary of the City of Flagstaff, Arizona;

Thence South 89°47'20" West, 1,274.74 feet along said existing corporate boundary of the City of Flagstaff, Arizona to the POINT OF BEGINNING.

CONTAINING 4,667,956 square feet (107.16 acres), more or less, as shown on the Exhibit A drawing which is attached hereto and made a part hereof.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114050



EXPIRES 12-31-2017

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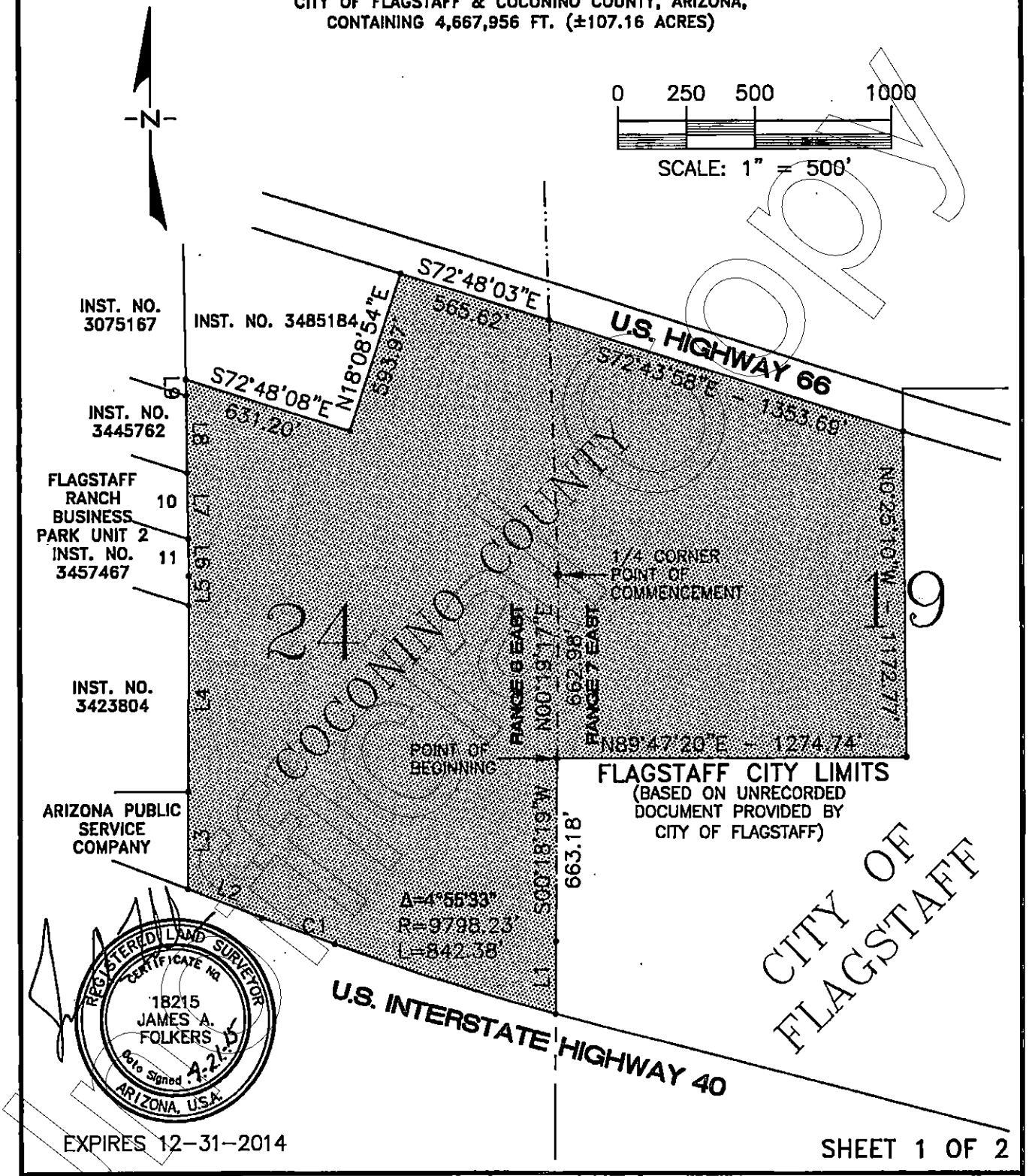
EXHIBIT "A"

PORTIONS OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST,
AND SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN,
CITY OF FLAGSTAFF & COCONINO COUNTY, ARIZONA,
CONTAINING 4,667,956 FT. (±107.16 ACRES)



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A.
FOLKERS
Date Signed 4-21-15
ARIZONA, U.S.A.

EXPIRES 12-31-2014

SHEET 1 OF 2

DRAWN BY: JAF DATE: 4-2015 FN: ANNEX EX PROJECT NO.: 114050	**WOODSON** ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	PROPOSED ANNEXATION

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FOR LOCATION PURPOSES ONLY

EXHIBIT "A"

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00° 12' 37"W	264.56'
L2	N69° 11' 00"W	293.93'
L3	N00° 08' 31"E	351.95'
L4	N00° 08' 31"E	676.53'
L5	N00° 08' 31"E	103.98'
L6	N00° 51' 16"W	132.89'
L7	N01° 03' 29"W	237.96'
L8	N00° 59' 31"W	278.78'
L9	N01° 00' 03"W	58.30'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	01°26'56"	11,103.47'	280.77'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A.
FOLKERS
Date Signed 4-21-15
ARIZONA, U.S.A.

EXPIRES 12-31-2014

SHEET 2 OF 2

DRAWN BY: JAF DATE: 4-2015 FN: ANNEX EX PROJECT NO.: 114050	**WOODSON** ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	PROPOSED ANNEXATION

FOR LOCATION PURPOSES ONLY

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Exhibit C

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TIMBER SKY

Concept Zoning Plan

August 12, 2016

Case #PZ-15-00115

VINTAGE
PARTNERS

Administrative Data

Property Owner: Vintage Partners, LLC 2532 East Camelback Road Suite 214 Phoenix, Arizona 85016 Contact: Duane Hunt (602) 453-9931	Land Planning Firm: Arizona Land Design, LLC 9007 North Arroyo Grande Drive Phoenix, Arizona 85028 Contact: Christine Lyons Faustina (480) 857-6410
Engineer: Woodson Engineering & Surveying, Inc 124 North Elden Street Flagstaff, Arizona 86001 Contact: Rick Schuler (928) 774-4636	Zoning Attorney: Berry, Fraser, Stanley & Oberholtzer, PLLC 4455 East Camelback Road Suite A-205 Phoenix, Arizona 85018 Contact: Carolyn Oberholtzer (602) 508-7660
Landscape Architect: Name Deleted 6 East Aspen, Suite 202 Flagstaff, Arizona 86001 Contact: Aaron Hanna (928) 565-0480	Traffic Consultant: CivTech, Inc 10605 North Hayden Road, Suite 140 Scottsdale, Arizona 85260 Contact: Scott Cartier (480) 659-4250
Post Entry Consultant: Sedona Red Rock Consulting 2830 East Ray Road, Suite 120 Phoenix, Arizona 85044 Contact: Jim Del Rio (480) 706-2007	Utilities Consultant: Wright Engineering 1616 E. Elden Drive Chandler, Arizona 85225 Contact: Aaron Kolkowski Phone (480) 497-0329

Property Data

Assessor's Parcel Number: Timber Sky	Site Area: 157.58 Acres
408-03-010	Assessor Parcel Number: 112-07-010 112-01-001
Site Address: 90 Highway 89A Sedona, Arizona 86336	Existing Zoning Classification: RS-10 Single Family Residential
Proposed Zoning Classification: RS – Single Family Residential RM – Medium Density Residential HR – High Density Residential CS – Commercial Service OS – Open Space	Jurisdiction: Sedona – Coconino County

Required Open Space

Zoning Category	Zoning Category Acreage (Gross Acres)	Percent of Required Open Space	Required Open Space (Acres)
RS	100.99	10%	10.10
RM	28.67	10%	2.87
HR	20.00	10%	2.00
CS	10.00	10%	1.00
OS	0.00	—	0.00
Total	157.58	—	15.97

Required Civic Space

	Zoning Category Acreage (Gross Acres)	Percent of Required Civic Space	Required Civic Space (Acres)
Total Site	157.58	1%	1.58
Total	157.58	—	1.58

Conceptual Open Space Allocations

Description	Acreage
Open space within developed residential areas	1.97
Community Center (Parcel 13)	2.11
Open space within developed multi-family areas, trails, and buffers	7.33
Total	11.41

Conceptual Civic Space Allocations

Description	Acreage
Civic space within developed RM	2.47
Civic space within developed CS	0.72
Total	3.19

Conceptual Open Space and Civic Space Required / Allocation

	Required (Acres)	Allocated (Acres)
Open Space	15.97	11.41
Civic Space	1.58	3.19
Total	17.55	14.60

*15% Open space may not be required if civic and OS is 20% or more and is within the Commercial Service (CS) area.

Commercial Service Allowed Uses

Use	
Accessory Buildings & Uses	A
Adult Day Care Facilities	C
Animal Hospitals	C
Assisted Living Facilities	C
Bed & Breakfast Establishments	C
Boarding Houses	C
Business Colleges	C
Child Day Care Facilities	C
Churches	C
Clubs, Lodges & Fraternal Organizations	C
Commercial Recreation Facilities, Indoor	C
Commercial Recreation Facilities, Outdoor	C
Community Centers	C
Condominiums	C
Convenience Stores	C
Day Care Centers	C
Drive-Up Windows	C
Dwelling, Multiple Family	C
Dwelling, Single Family	C
Emergency Care Facilities	C
Essential Public Facilities	C
Fire Stations	C
Gasoline Service Stations	C
Golf Courses	C
Group Care Facilities	C
Group Dwellings	C
Hospitals	C
Hotels & Motels	C
Kennels	C
Laundromats	C
Libraries	C
Medical Marijuana Dispensaries & Offsite Cultivation Locations	C
Mobile Home Parks	C
Model Homes & Model Home Complexes	C
Museums	C
Nursing Homes	C
Offices	C
Parking Garages, Commercial	C
Parking Lots, Commercial	C
Personal Services	C
Pharmacies	C
Police Stations	C
Post Offices	C
Public Buildings	C
Public Parks & Playgrounds	C
Public Utility Facilities	C
Recreational Vehicle Parks	C
Religious Institutions	C
Restaurants	C
Retail Establishments, Large Footprint	C
Retail Establishments, Small Footprint	C
Schools, Public & Private	C
Schools, Trade	C
Service Stations	C
Shopping Centers	C
Temporary Uses	C
Theaters, Indoor	C
Theaters, Outdoor	C
Veterinary Clinics	C
Wireless Communication Facilities	C

Site Data Chart

Parcel	Proposed Zoning	Proposed Use / Zoning Type	Gross Area (Acres)	Net Area (Acres)	Gross Maximum Density (Units/Acre)	Gross Maximum Density (Units/Acre)	Proposed Yield (Dwelling Units)
1	HR	High Density Attached/ Condominium/Townhouse	11.22	10.49	15	22	165 Units
2	HR	High Density Attached/ Condominium/Townhouse	15.14	9.64	15	22	212 Units
3	MR	Medium Density Residential Single Family Attached	19.26	13.20	8	11	147 Units
4	RM	Single Family Attached (or Single Family Detached)	23.68	23.18	3	4	93 Units
5	MR	Medium Density Residential Single Family Attached	16.55	11.65	8	11	128 Units
6	RS	Single Family Residential Single Family Detached	13.61	12.24	2	3	37 Units
7	RS	Single Family Residential Single Family Detached	23.27	18.13	2	3	54 Units
8	RM	Single Family Attached (or Single Family Detached)	12.35	11.11	3	4	44 Units
9	HR	High Density Residential Commercial/Townhouse	11.50	9.86	15	22	198 Units
10	RS	Single Family Residential Single Family Detached	8.11	7.30	2	3	22 Units
11	RS	Single Family Residential Single Family Detached	8.23	6.86	2	3	18 Units
12	CS	Commercial Services	10.00	9.51	—	—	—
13	HR	High Density Residential Commercial/Townhouse	4.23	3.63	15	22	64 Units
14	CS	Commercial Center	7.61	7.17	—	—	—
Total			196.94	157.58	6.8	10.1	1,211 Units
15	OS	Open Space Preserve	10.00	10.00	—	—	—
16	OS	Open Space Preserve	0.64	0.64	—	—	—
Total			10.64	10.64	—	—	—

Notes:
*Proposed density yields based on Area of 1,320 dwelling units.
**Maximum densities of Parcel 14 are limited by the combination of the zoning category and the size of the lot as per Sedona Land Development Code. Minimum density is based on providing adequate density in the total gross acreage for the zoning category, as per the Arizona Protection Overlay (APO) and the Area A Land Development Code.
Minimum Open Space Area Ratio (OSR) for Commercial Service is 2.0.

Zoning District Site Data

Parcel	Proposed Zoning	Proposed Use / Zoning Type	Gross Area (Acres)	Net Area (Acres)	Gross Maximum Density (Units/Acre)	Gross Maximum Density (Units/Acre)	Proposed Yield (Dwelling Units)
1	HR	High Density Attached/ Condominium/Townhouse	11.22	10.49	15	22	165 Units
2	HR	High Density Attached/ Condominium/Townhouse	15.14	9.64	15	22	212 Units
3	HR	High Density Attached/ Condominium/Townhouse	19.26	13.20	8	11	147 Units
4	RM	High Density Attached/ Condominium/Townhouse	8.11	6.26	11	22	93 Units
Total			53.73	39.59	11	22	617 Units
5	MR	Medium Density Residential Single Family Attached	16.55	11.65	8	11	128 Units
6	MR	Medium Density Residential Single Family Attached	13.61	12.24	8	11	135 Units
Total			30.16	23.89	8	11	263 Units
7	RM	Single Family Attached (or Single Family Detached)	12.35	11.11	3	4	44 Units
8	RS	Single Family Residential Single Family Detached	13.61	12.24	2	3	37 Units
9	RS	Single Family Residential Single Family Detached	23.27	18.13	2	3	54 Units
10	RS	Single Family Residential Single Family Detached	8.11	7.30	2	3	22 Units
11	RS	Single Family Residential Single Family Detached	8.23	6.86	2	3	18 Units
Total			65.57	55.64	2	3	175 Units
12	CS	Commercial Center	10.00	9.51	—	—	—
13	CS	Commercial Center	7.61	7.17	—	—	—
Total			17.61	16.68	—	—	—
14	OS	Open Space Preserve	10.00	10.00	—	—	—
15	OS	Open Space Preserve	0.64	0.64	—	—	—
Total			10.64	10.64	—	—	—
16	HR	High Density Attached/ Condominium/Townhouse	4.23	3.63	15	22	64 Units
Total			4.23	3.63	15	22	64 Units
Grand Total			157.58	130.06	6.8	10.1	1,211 Units

Notes:
*Proposed density yields based on Area of 1,320 dwelling units.
**Maximum densities of Parcel 14 are limited by the combination of the zoning category and the size of the lot as per Sedona Land Development Code. Minimum density is based on providing adequate density in the total gross acreage for the zoning category, as per the Arizona Protection Overlay (APO) and the Area A Land Development Code.
Minimum Open Space Area Ratio (OSR) for Commercial Service is 2.0.

Residential Zones Allowed Uses

Use	RS	RM	HR
Accessory Buildings & Uses	A	A	A
Bed & Breakfast Establishments	C	C	C
Boarding Houses	C	C	C
Child Day Care Facilities	C	C	C
Churches	C	C	C
Clubs, Lodges & Fraternal Organizations	C	C	C
Dwelling, Multiple Family	—	C	C
Dwelling, Single Family	P	P	P
Essential Public Facilities	C	C	C
Group Care Facilities	C	C	C
Group Dwellings	C	C	C
Model Homes & Model Home Complexes	C	C	C
Nursing Homes	—	C	C
Parking Garages, Commercial	—	—	C
Parking Lots, Commercial	—	—	C
Public Buildings	C	C	C
Public Parks & Playgrounds	C	C	C
Public Utility Facilities	C	C	C
Religious Institutions	C	C	C
Schools, Public & Private	C	C	C
Schools, Trade	—	C	C
Temporary Uses	C	C	C

Public Open Space Allowed Uses

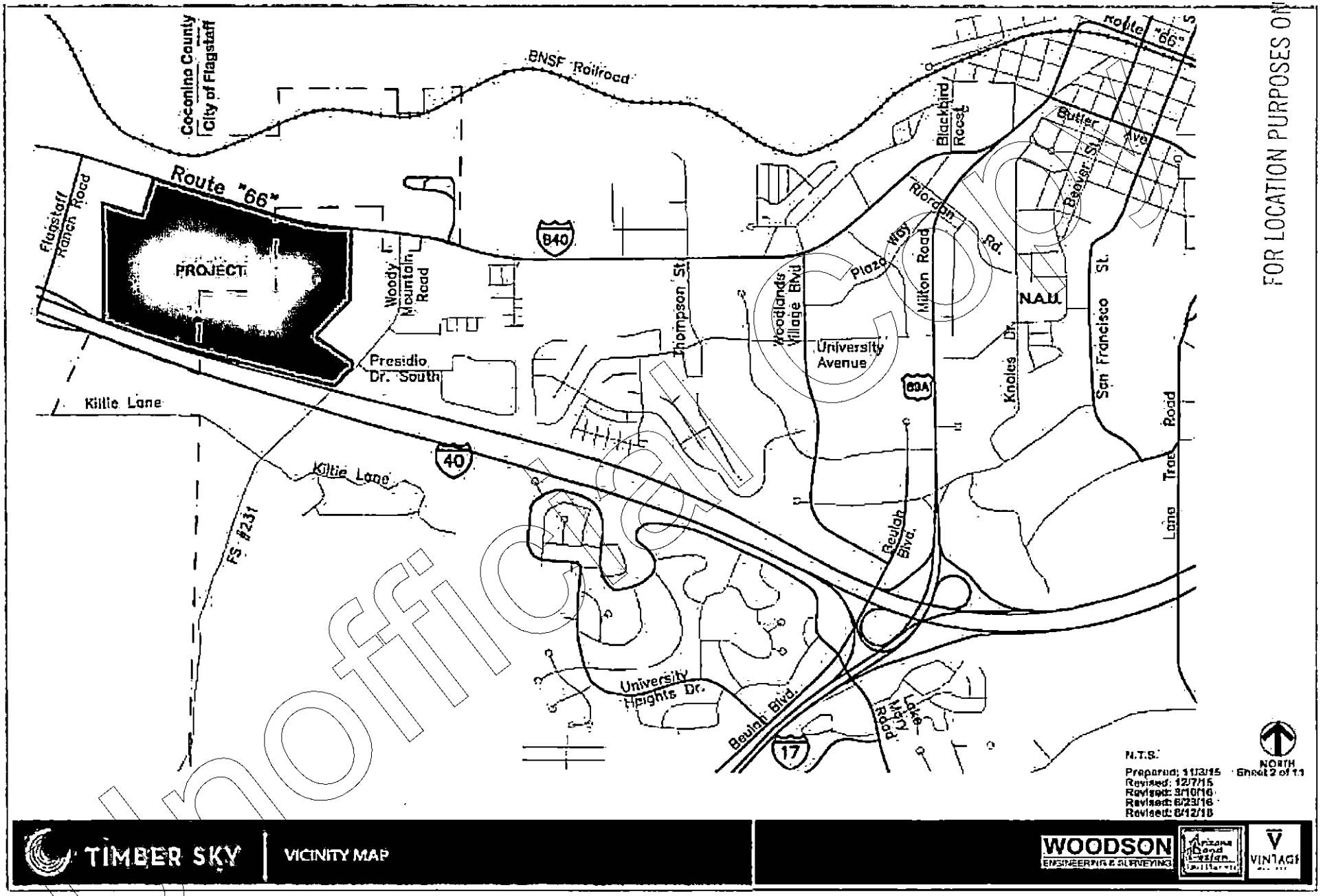
Use	
Open Space	P
Golf Course, Commercial Facilities	P

Notes:
P = Permitted
C = Conditional Use Permit

Prepared: 11/3/15 Sheet 1 of 11
Revised: 12/7/15
Revised: 3/10/16
Revised: 6/23/16
Revised: 8/12/16

TIMBER SKY | COVER SHEET

Arizona Land Design | VINTAGE



FOR LOCATION PURPOSES ONLY

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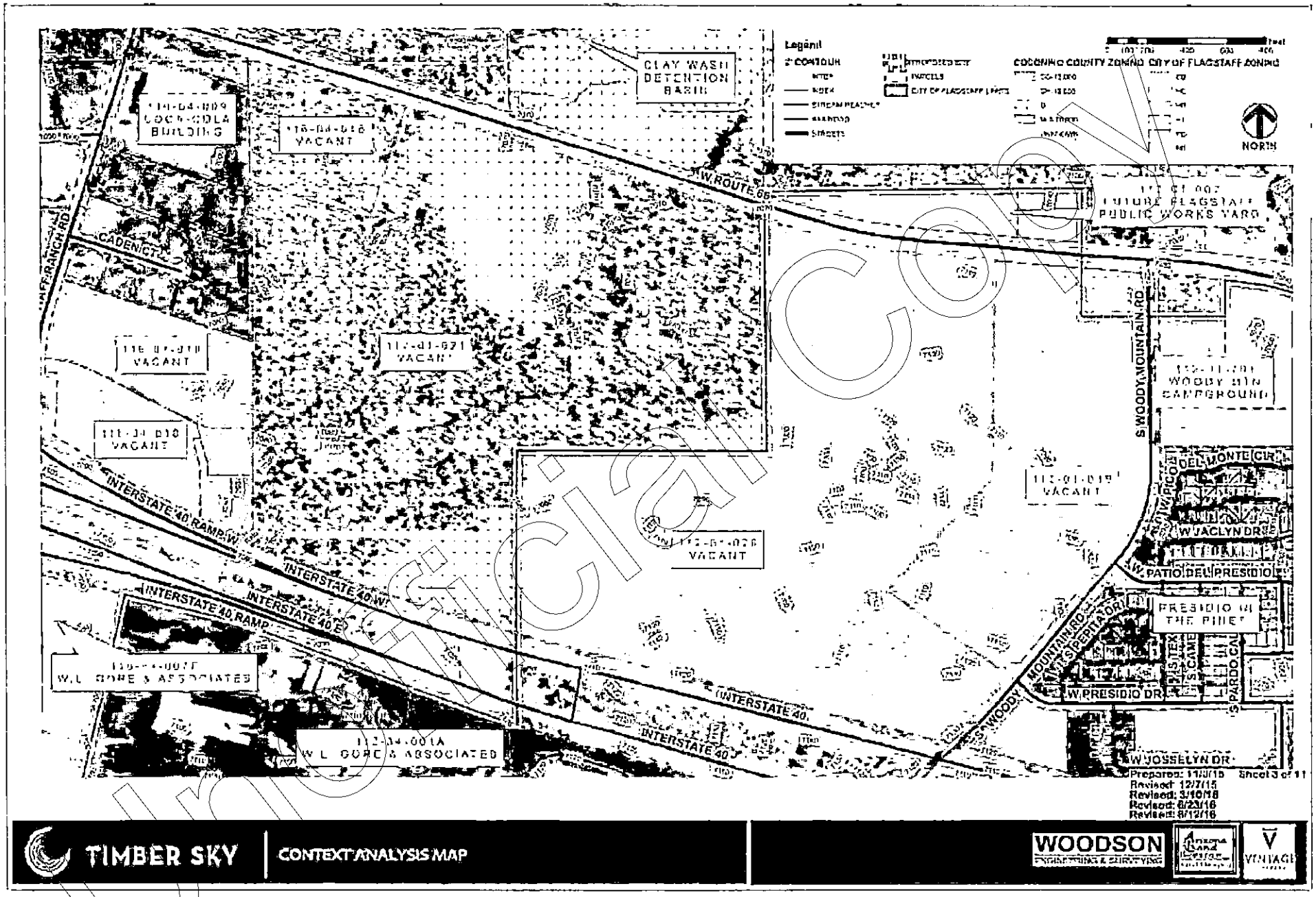

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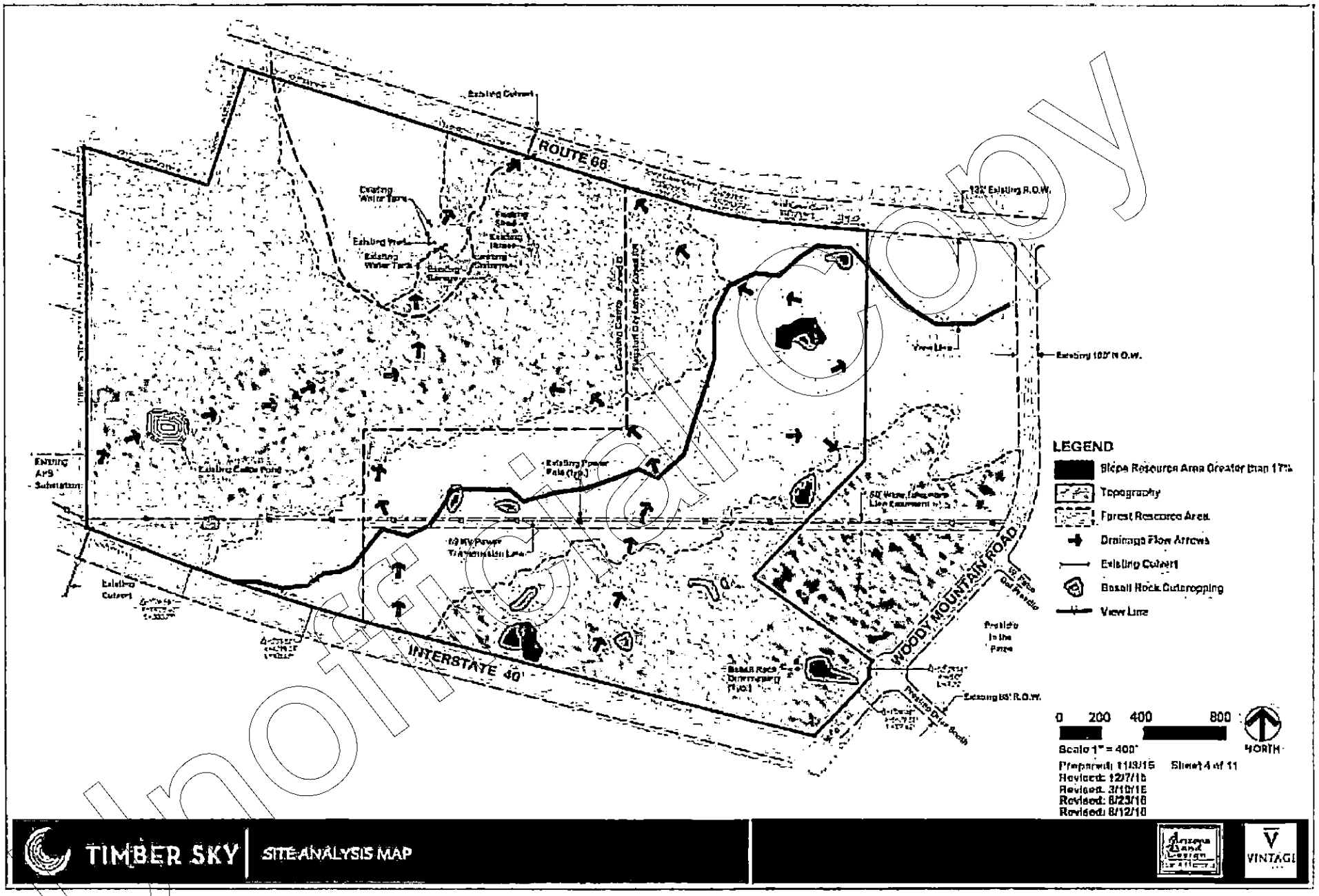

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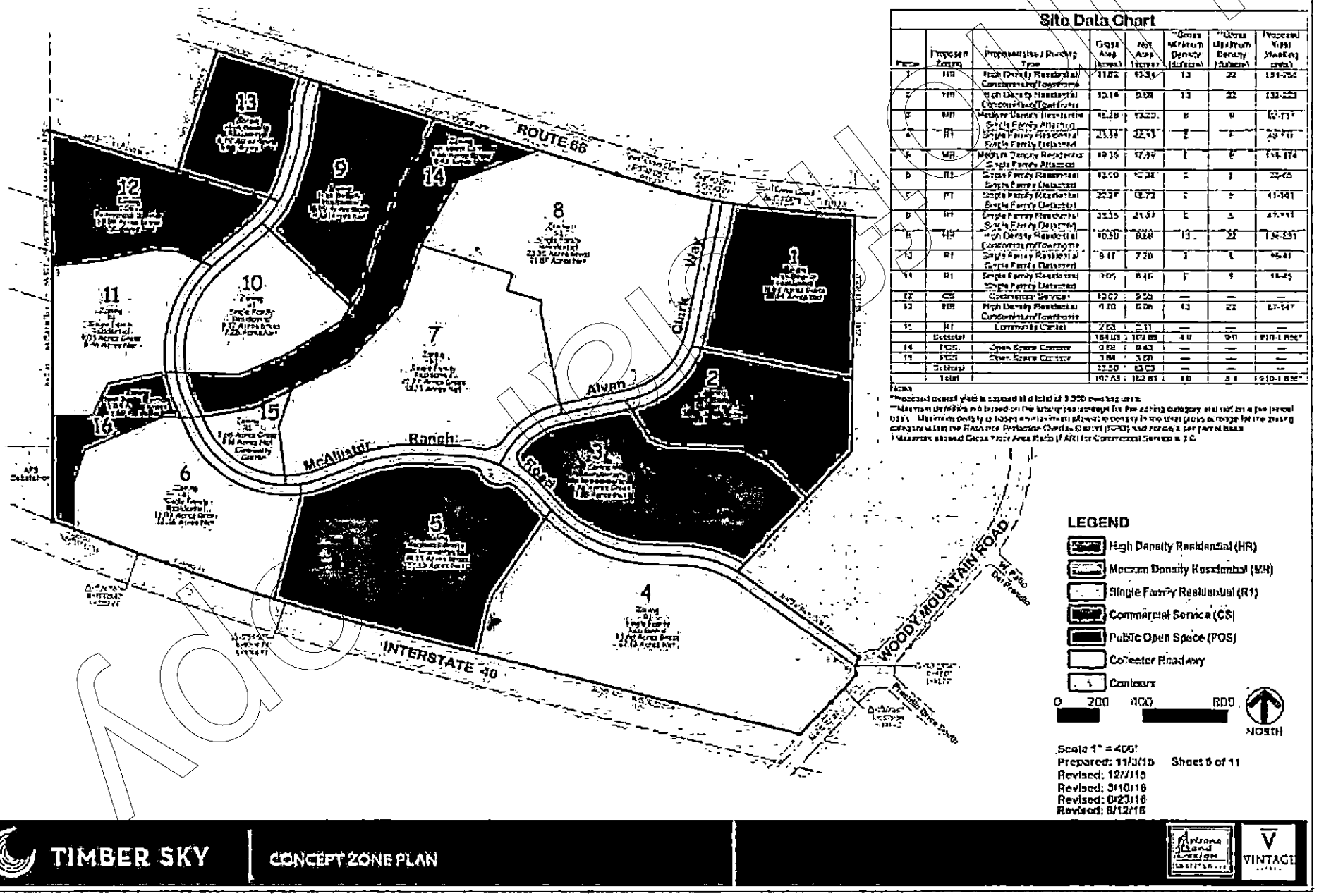

Site Data Chart

Parcel	Proposed Zoning	Proposed Use / Density Type	Gross Area (acres)	Net Area (acres)	**Gross Maximum Density (du/acre)	**Gross Maximum Density (Units/acre)	Proposed Yield Maximum (units)
1	HR	High Density Residential Condominium/Townhome	11.82	9.34	13	22	151-260
2	HR	High Density Residential Condominium/Townhome	10.14	8.01	13	22	130-223
3	MR	Medium Density Residential Single Family Attached	16.29	13.20	8	9	97-117
4	R1	Single Family Residential Single Family Detached	23.33	22.13	2	3	44-66
5	MR	Medium Density Residential Single Family Attached	19.35	17.39	8	9	114-174
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	3	25-40
7	R1	Single Family Residential Single Family Detached	22.27	18.72	2	3	41-101
8	R1	Single Family Residential Single Family Detached	35.35	21.37	2	3	43-106
9	HR	High Density Residential Condominium/Townhome	10.30	8.68	13	22	134-231
10	R1	Single Family Residential Single Family Detached	9.11	7.26	2	3	15-41
11	R1	Single Family Residential Single Family Detached	7.01	5.47	2	3	10-25
12	CS	Commercial Service	13.07	9.20	—	—	—
13	HR	High Density Residential Condominium/Townhome	9.70	8.08	13	22	87-147
14	R1	Community Center	2.63	2.11	—	—	—
	Subtotal		184.63	161.55	4.0	9.0	1,010-1,656*
15	POS	Open Space Corridor	0.72	0.43	—	—	—
16	POS	Open Space Corridor	3.84	3.09	—	—	—
	Subtotal		12.56	03.52	—	—	—
	Total		197.19	162.03	4.0	9.4	1,010-1,656*

Notes:
*Projected overall yield is capped at a total of 1,300 residential units
**Maximum densities are based on the total gross acreage for the zoning category and not on a per parcel basis
Maximum density is based on the maximum allowable density in the total gross acreage for the zoning category within the Railroad Protection Overlay District (RPOD) and not on a per parcel basis
Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0

TIMBER SKY | CONCEPT ZONE PLAN

VINTAGE

Approved

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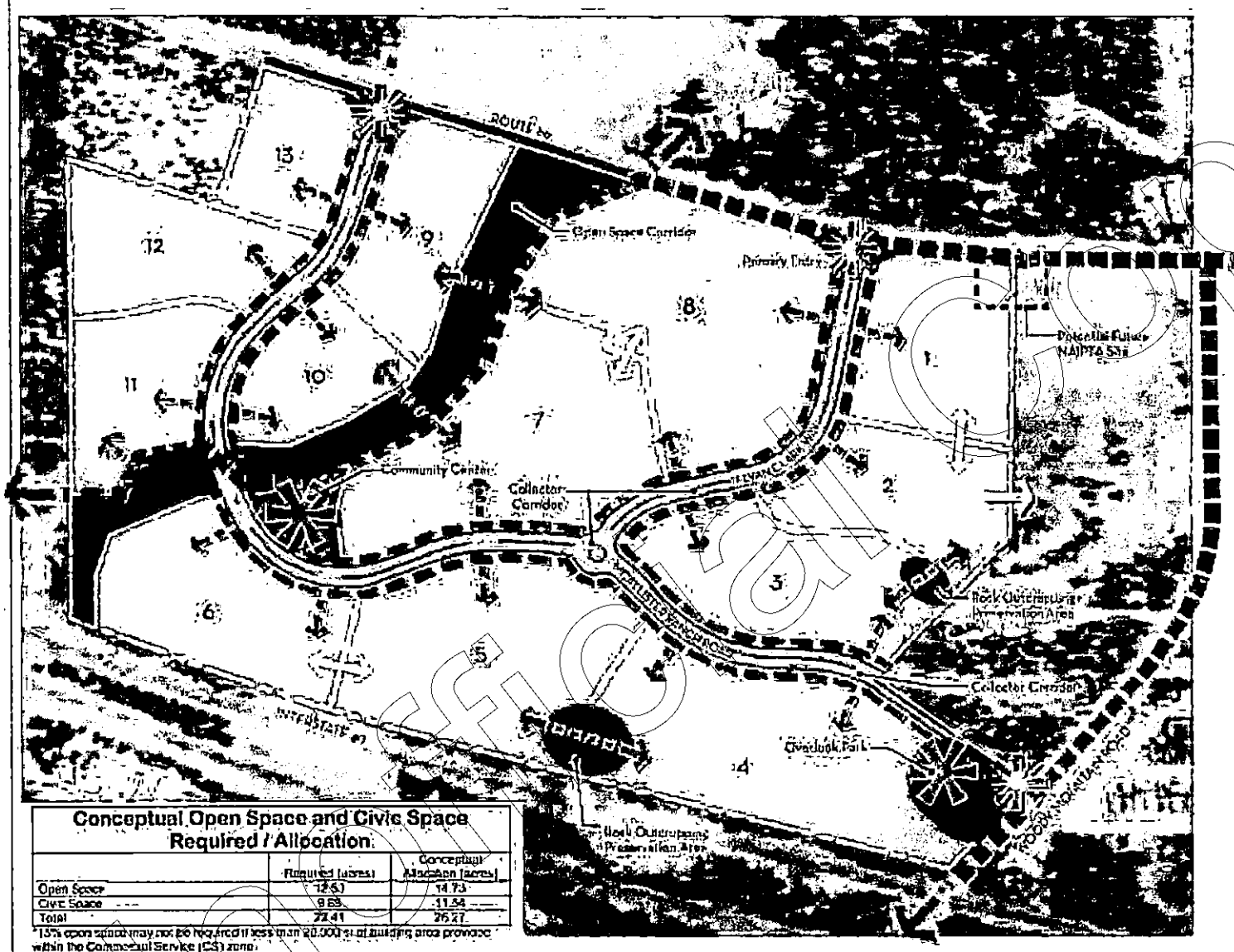

Conceptual Open Space and Civic Space Required / Allocation:

	Required (acres)	Conceptual Allocation (acres)
Open Space	12.63	14.73
Civic Space	9.88	11.54
Total	22.41	26.27

*15% open space may not be required if less than 20,000 sf of building area provided within the Commercial Service (CS) zone.

LEGEND

- Entry Monumentation - See Enlargements
- Public Amenities - See Enlargements
- Civic Open Space
- General Open Space
- 5' Detached Concrete Walk
- 5' Detached Concrete Wall
- Internal Pedestrian Connection
- FUTS Loop Trail - Unpaved (to Maintenance)
- Proposed FUTS Trail - Paved (by Others)
- FUTS Trail By Others
- Internal Vehicular and Pedestrian Connection*
- Possible Pedestrian Connection

*Internal connectivity will be addressed at time of subdivision platting or Site Plan as applicable. Internal vehicular and pedestrian connectivity illustrated on plan is conceptual only.

0 200 400 800

NORTH

Prepared: 11/13/15
Revised: 12/7/15
Revised: 8/16/16
Revised: 6/2/2016
Revised: 9/1/2016

SHEET 8 OF 11

TIMBER SKY | CONCEPTUAL OVERALL COMMUNITY CONNECTIVITY, CIVIC SPACE AND OPEN SPACE PLAN

NORRIS DESIGN

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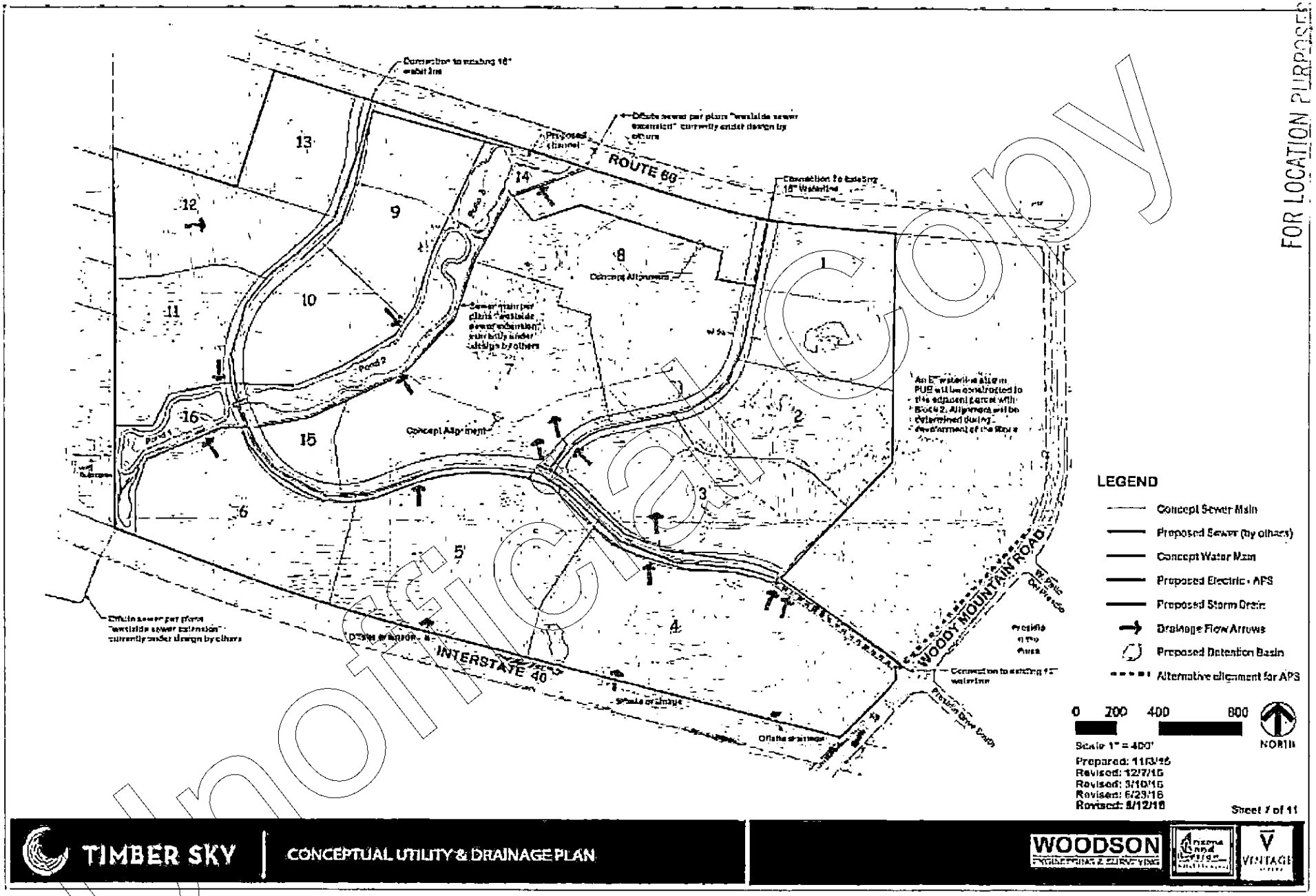

TIMBER SKY | CONCEPTUAL UTILITY & DRAINAGE PLAN

WOODSON ENGINEERING & SURVEYING

VINTAGE

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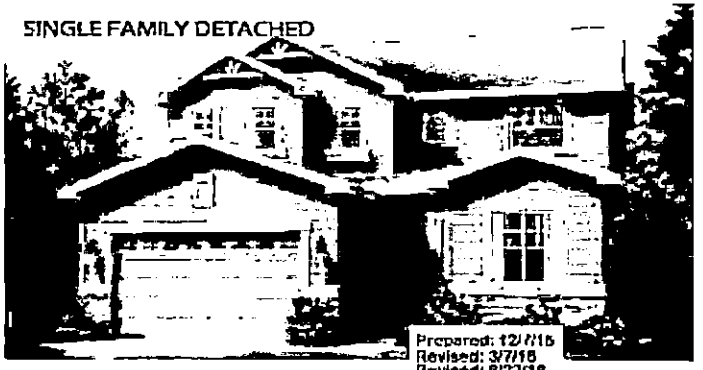
HIGH DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL



SINGLE FAMILY RESIDENTIAL

Prepared: 12/7/15
Revised: 3/7/16
Revised: 6/23/16
Revised: 8/12/16

TIMBER SKY | CONCEPTUAL RESIDENTIAL ILLUSTRATIONS

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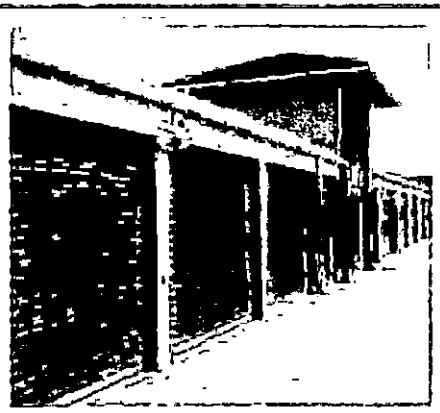

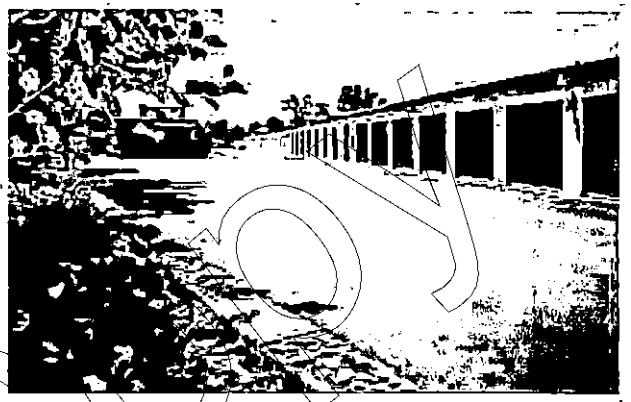

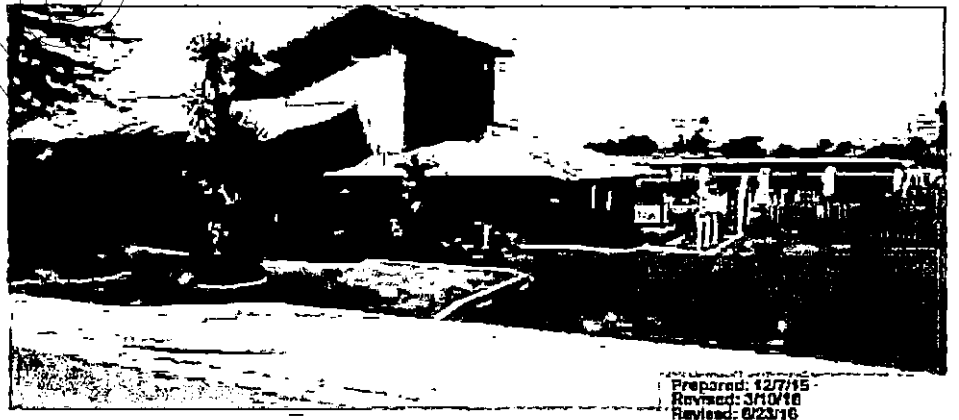

Prepared: 12/7/15
Revised: 3/10/16
Revised: 6/23/16
Revised: 8/12/16

TIMBER SKY | CONCEPTUAL COMMERCIAL SERVICES ILLUSTRATIONS

VINTAGE

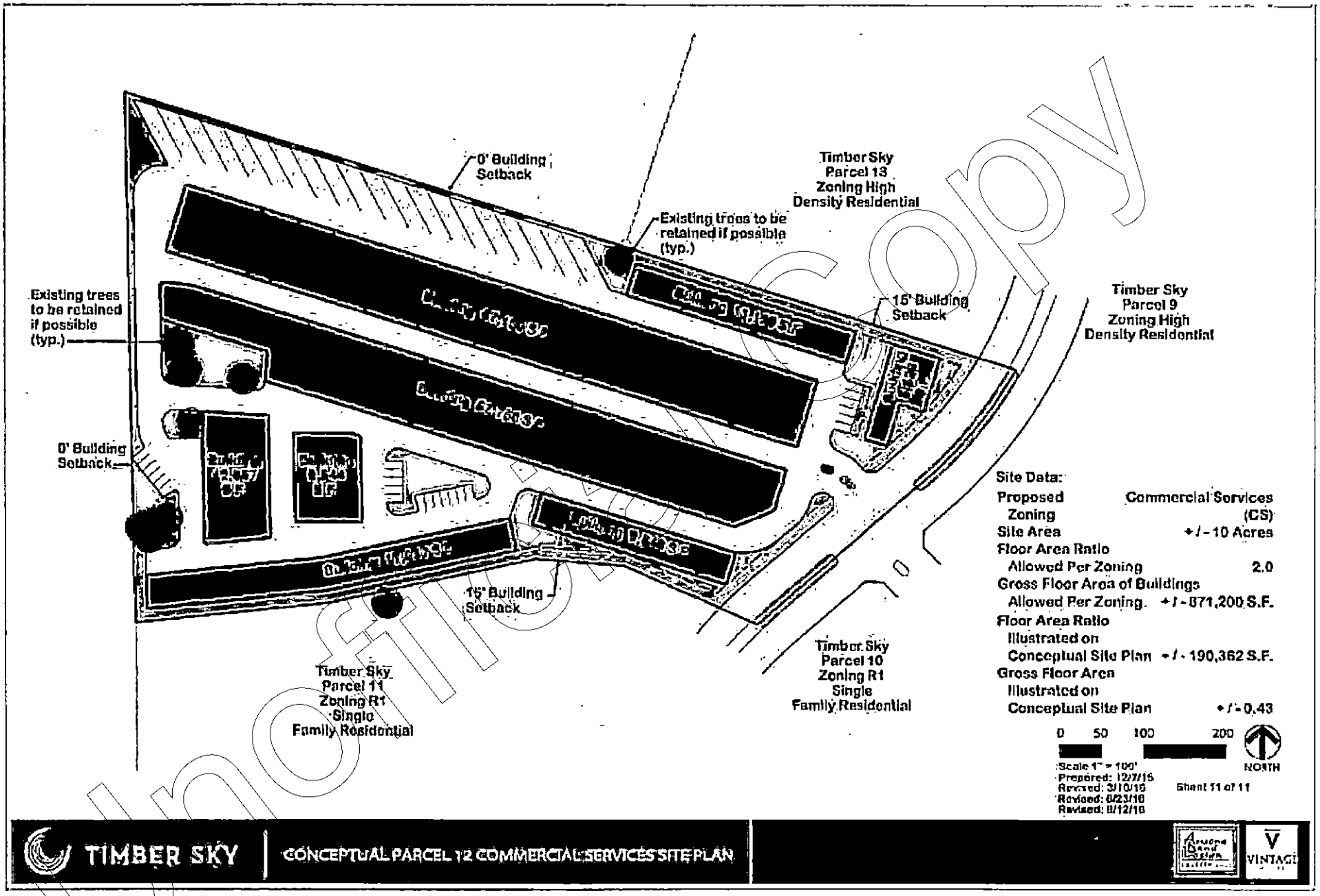

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Exhibit D

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ORDINANCE NO. 2016-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 ON PARCEL NUMBERS 112-01-020 AND 112-02-021 FROM THE RURAL RESIDENTIAL (RR) ZONE TO THE SINGLE-FAMILY RESIDENTIAL (R1) ZONE FOR 100.48 ACRES, THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE FOR 34.6 ACRES, THE HIGH DENSITY RESIDENTIAL (HR) ZONE FOR 38.97 ACRES, THE COMMERCIAL SERVICES (CS) ZONE FOR 10.02 ACRES AND THE PUBLIC OPEN SPACE (POS) ZONE FOR 13.51 ACRES AND APPLYING THE RESOURCE PROTECTION OVERLAY (RPO) ZONE TO 107.73 ACRES (APN 112-01-021) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, VP 66 & Woody Mountain, LLC (the "Applicant") applied for a Zoning Map Amendment to rezone approximately 197.58 acres of land generally located at 3425 West Route 66, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to construct a 1300 residential dwelling unit development known as Timber Sky, including a mix of housing types with supporting commercial services and open space areas; and

WHEREAS, approximately 107.73 acres of the Property (APN 112-01-021) is located within Coconino County, Arizona and Applicant has petitioned to have the parcel annexed by the City through Annexation Ordinance No. 2016-38, which is being considered by the City Council concurrently with this Ordinance; and

WHEREAS, if Council adopts Annexation Ordinance 2016-38, the entirety of the Property will be zoned Rural Residential (RR); and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, in furtherance of the Applicant's development plans, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51 acres and apply the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021); and

WHEREAS, the Applicant conducted neighborhood meetings on December 8, 2015 and January 11, 2016, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and public hearings on September 28, 2016

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and October 12, 2016, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51, as depicted in Exhibit "B", and applying the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021) through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone

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change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2016-35 on November 15, 2016.

SECTION 8. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. The subject property must be developed in accordance with the concept zoning plan and narrative dated August 12, 2016 for "Timber Sky" as presented with this rezoning request. The development of Timber Sky shall not exceed 1,300 dwelling units and shall have no less than 910 dwelling units within the residential zones. Allowed uses are limited to those included in the above referenced concept zoning plan.

2. If any use(s) within the concept zoning plan are proposed but were not modeled in the approved Traffic Impact Study or Water and Sewer Impact Analysis, a revised impact analysis must be prepared, approved and mitigated.

3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, are met by the proposed development.

4. Applicant must install at their expense, with no financial obligation to the County, a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved Traffic Impact Analysis. Improvements must be designed to ADOT standards and installed prior to the issuance of the first building permit in Phase1.

5. The public utility easement for the portion of the Westside Sewer Line Extension (Route 66 to I-40) across the subject property shall be provided as a dedication on the final plat for Phase 1.

6. Internal connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.

7. Each phase of the Timber Sky development must meet all requirements independently.

8. Applicant must grant permanent public pedestrian easements on all trails within the development of Timber Sky. Such easements must be shown on final plats.

9. A new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.

10. All terms, conditions, and restrictions detailed within the "Timber Sky Annexation and Development Agreement" must be fully satisfied.

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11. If the applicant fails to obtain final plat approval for Phase 1 of Timber Sky, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of RR, Rural Residential District, per Section 10-20.50.060 of the *Zoning Code.*

SECTION 9. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 10. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 11. This ordinance shall become effective thirty (30) days following the effective date of Ordinance No. 2016-38.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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Exhibit "A"

Legal Description of Property

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PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel of land described in Instrument No. 3700862, Records of Coconino County, Arizona (RCC), herein after referred to as Parcel A, situated in the west half of Section 19, Township 21 North, Range 7 East, and the east half of Section 24, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at a found United States Department of Agriculture brass cap at the quarter common to said sections;

Thence South 00°19'17" West, 662.98 feet along the line common to said sections to a found 1" iron pipe on the existing corporate boundary of the City of Flagstaff, Arizona, and the POINT OF BEGINNING;

Thence South 00°18'19" West, 663.18 feet along said common section line and said corporate boundary to a found 1" iron pipe;

Thence South 00°12'37" West, 264.56 feet along said common section line and said corporate boundary to a found 1/2" rebar with cap marked "RLS 18215 at a point of non-tangency on the southerly line of said Parcel A and the northerly line of U.S. Interstate Highway 40 at a point of non-tangency through which a radial line bears South 15°10'12" West;

Thence northwesterly, 842.38 feet along said southerly and northerly lines along the arc of a 9,798.23 foot radius curve, concave to the northeast, having a central angle of 04°55'33" to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at a point of compound curvature through which the back radial bearing bears South 20°05'45" West and the forward radial bearing bears South 19°23'57" West;

Thence northwesterly, 280.77 feet along said southerly and northerly lines along the arc of a 11,103.47 foot radius curve, concave to the northeast, having a central angle of 01°26'56" to a found brass cap marked "AZ HWY DEPT 1966 ELEV 7076.133";

Thence North 69°11'00" West, 293.93 feet along said southerly and northerly lines to a found cap marked "LS 21061 at the southwest corner of said Parcel A and southeast corner of an Arizona Public Service Company parcel;

Thence North 00°08'31" East, 351.95 feet along the east line of said Arizona Public Service Company parcel and the west line of said Parcel A to a found 5/8" rebar at the northeast corner of said Arizona Public Service Company parcel and the southeast corner of that parcel described in Instrument No. 3423804, RCC;

Thence North 00°08'31" East, 676.53 feet along the east line of said parcel described in Instrument No. 3423804 and the west line of said parcel A to a found 2" aluminum cap

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marked "NES LS 14671" at the northeast corner of said parcel described in Instrument No. 3423804 and the southeast corner of Lot 11, Flagstaff Ranch Business Park Unit Two, Instrument No. 3457467, RCC;

Thence North 00°01'00" East, 103.98 feet along the east line of said Lot 11 and said west line of Parcel A to a found 1-1/2" aluminum cap marked ARENCO PE 971 LS 4321;

Thence North 00°51'16" West, 132.89 feet along said east and west lines to a found 2" aluminum cap marked "NES LS 14671 at the northeast corner of said Lot 11 and the southeast corner of Lot 10 of said Flagstaff Ranch Business Park

Thence North 01°03'29" West, 237.96 feet along the east line of said Lot 10 and said west line of parcel A to a found 1/2" rebar and cap marked "RLS 18215" at the northeast corner of said Lot 10 and the southeast corner of that parcel described in Instrument No. 3445762, RCC;

Thence North 00°59'31" West, 278.78 feet along the east line of said parcel and the west line of said Parcel A to a found cap marked "RLS 25083 at the northeast corner of said parcel described in Instrument No. 3445762 and the southeast corner of that parcel described in Instrument No. 3075167, RCC;

Thence North 01°00'03" West, 58.30 feet along the east line of said parcel described in Instrument No. 3075167, RCC to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southwest corner of that parcel described in Instrument No. 3485184, RCC;

Thence South 72°48'08" East, 631.20 feet along the southerly line of said parcel and the northerly line of said Parcel A to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southeast corner of that parcel described in Instrument No. 3485184, RCC;

Thence North 18°08'54" East, 593.97 feet along the east line of said parcel and the west line of said Parcel A to a found 2" aluminum cap marked "NES LS 14671 on the southerly line of U.S. Highway 66;

Thence South 72°48'03" East, 565.62 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on the line common to said Sections 19 and 24, from which said quarter corner common to both Sections bears South 01°53'27" East, 916.78 feet;

Thence South 72°43'58" East, 1,353.69 feet along said southerly line and the northerly line of said Parcel A to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" on said existing corporate boundary of the City of Flagstaff, Arizona, and the northeast corner of said Parcel A;

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Thence South 00°25'10" East, 1,172.77 feet along said existing corporate boundary of the City of Flagstaff, Arizona;

Thence South 89°47'20" West, 1,274.74 feet along said existing corporate boundary of the City of Flagstaff, Arizona to the POINT OF BEGINNING.

CONTAINING 4,667,956 square feet (107.16 acres), more or less, as shown on the Exhibit A drawing which is attached hereto and made a part hereof.

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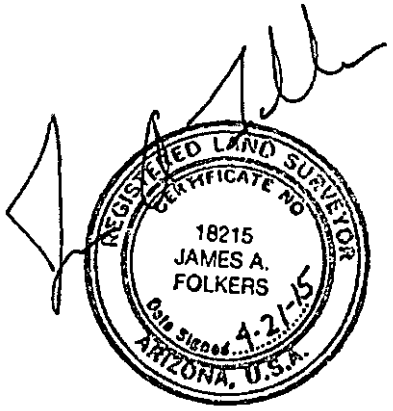
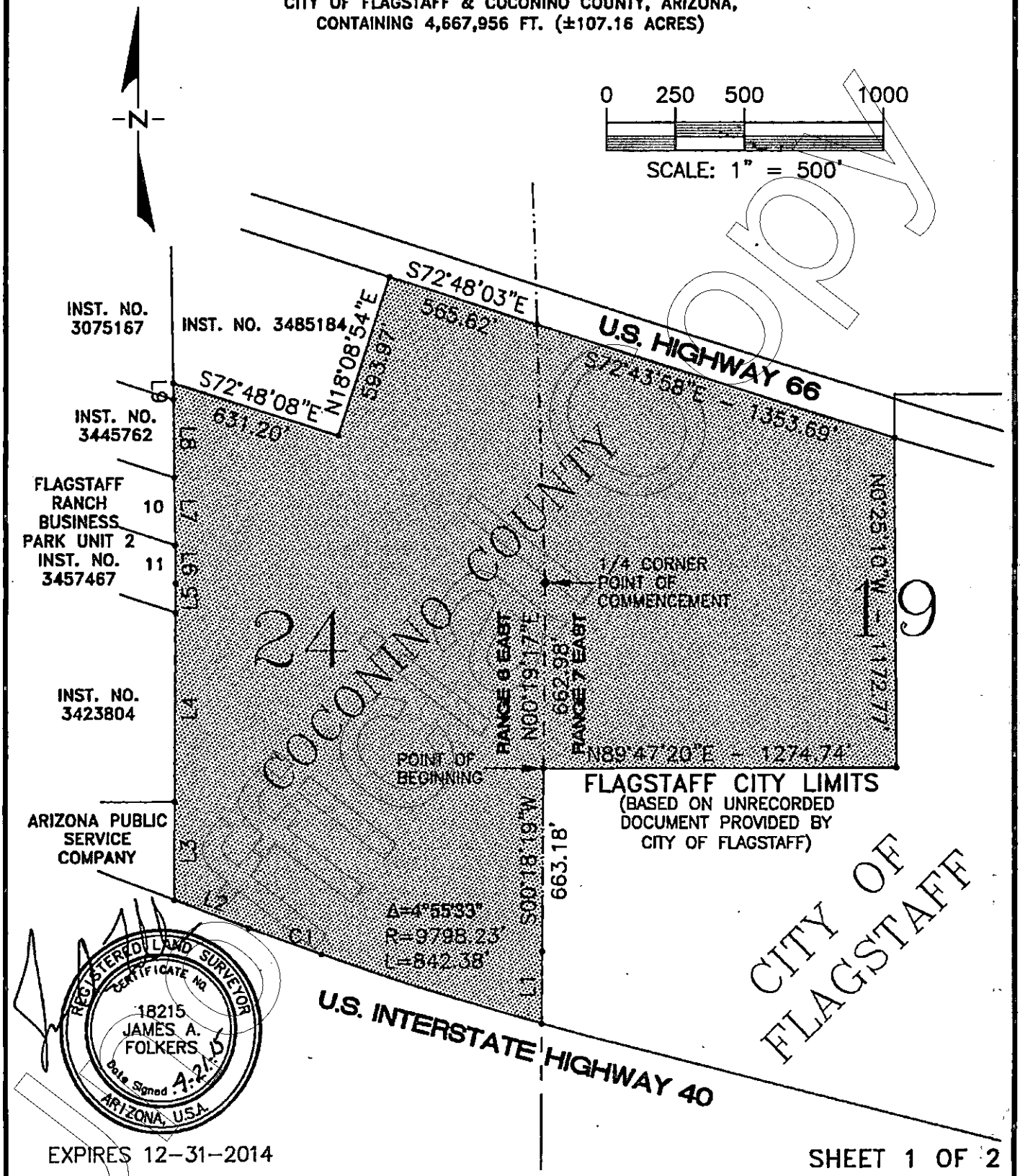
Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114050



EXPIRES 12-31-2017

EXHIBIT "A"

PORTIONS OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST,
AND SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN,
CITY OF FLAGSTAFF & COCONINO COUNTY, ARIZONA,
CONTAINING 4,667,956 FT. (±107.16 ACRES)



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A. FOLKERS
Date Signed 4-21-15
ARIZONA, U.S.A.

EXPIRES 12-31-2014

SHEET 1 OF 2

DRAWN BY: JAF DATE: 4-2015 FN: ANNEX EX PROJECT NO.: 114050	**WOODSON** ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	PROPOSED ANNEXATION FOR LOCATION PURPOSES ONLY

Copy

EXHIBIT "A"

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00° 12' 37"W	264.56'
L2	N69° 11' 00"W	293.93'
L3	N00° 08' 31"E	351.95'
L4	N00° 08' 31"E	676.53'
L5	N00° 08' 31"E	103.98'
L6	N00° 51' 16"W	132.89'
L7	N01° 03' 29"W	237.96'
L8	N00° 59' 31"W	278.78'
L9	N01° 00' 03"W	58.30'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	01°26'56"	11,103.47'	280.77'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A.
FOLKERS
Date Signed 4-21-15
ARIZONA, U.S.A.

EXPIRES 12-31-2014

SHEET 2 OF 2

DRAWN BY: JAF DATE: 4-2015 FN: ANNEX EX PROJECT NO.: 114050	**WOODSON** ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	PROPOSED ANNEXATION

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Exhibit E

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Division 10-50.70: Outdoor Lighting Standards

Sections:

10-50.70.010 Purpose
10-50.70.020 Conformance with Applicable Codes
10-50.70.030 Applicability
10-50.70.040 Establishment of Lighting Zones
10-50.70.050 General Requirements – All Lighting Zones
10-50.70.060 Special Uses
10-50.70.070 Prohibited Outdoor Lighting
10-50.70.080 Exceptions
10-50.70.090 Nonconforming Outdoor Lighting
10-50.70.100 Violations and Enforcement

10-50.70.010 Purpose

A. The City was recognized as the world's first International Dark Sky City on October 24, 2001 for its pioneering work in the development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe lighting practices. The purpose of this Division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, and to provide safe and efficient outdoor lighting regulations that protect Flagstaff's dark skies from careless and wasteful lighting practices. Dark starry nights, like natural landscapes, forests, clean water, wildlife, and clear unpolluted air, are valued in many ways by the residents of this community, and they provide the natural resource upon which our world-renowned astronomical industry depends.

B. The use of outdoor lighting is often necessary for adequate nighttime safety and utility, but common lighting practices can also interfere with other legitimate public concerns. Principle among these concerns is:

1. The degradation of the nighttime visual environment by production of unsightly and dangerous glare;

2. Lighting practices that produce excessive glare and brightness that interferes with the health and safety of Flagstaff's citizens and visitors;

3. Unnecessary waste of energy and resources in the production of too much light or wasted light;

4. Interference in the use or enjoyment of property that is not intended to be illuminated at night by light trespass, and the loss of the scenic view of the night sky due to increased urban sky-glow; and

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5. The impact of inappropriately designed outdoor lighting that disrupts nocturnal animal behavior, particularly migrating birds and other species.

C. The concerns of safety, utility, dark sky protection and aesthetic appearance need not compete. Good modern lighting practices can provide adequate light for safety and utility without excessive glare or light pollution. Careful attention to when, where, and how much night-time lighting is needed results in better lighting practices, darker skies and reduced energy use and costs.

D. It is therefore the intent of this Division to encourage lighting practices and systems which will:

1. Minimize light pollution, glare, and light trespass;

2. Conserve energy and resources while maintaining night time safety, utility, security, and productivity; and

3. Curtail the degradation of the night time visual environment.

E. It is recognized that since topographic and atmospheric conditions surrounding the City are uniquely suited for astronomical observation and since observatories have been established in the City's vicinity, the City promotes the reduction of light pollution which interferes with the successful operation of these observatories.

F. The sensitivity of different areas to the different obtrusive impacts of outdoor lighting use depends on many factors, including the dominant use of the area (e.g. residential, industrial or commercial). Further, the effect of outdoor lighting on light pollution to the observatories is strongly dependent on the distance of those lights from the observatories. Therefore, three Lighting Zones are established, with varying standards designed to address the principal issues associated with the different areas.

10-50.70.020 Conformance with Applicable Codes

All outdoor lighting fixtures shall be installed in conformance with the provisions of this Division and the applicable Building Codes currently in effect in the City under appropriate permit and inspection.

10-50.70.030 Applicability

A. **Existing Buildings and Uses**
Any new outdoor lighting installed on a building or parcel shall meet the requirements of this Division with regard to shielding and lamp type. The total outdoor light output after the new outdoor lights are installed shall not

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exceed that legally nonconforming or pre-approved on the site before the modification, or as permitted by this Division, whichever is larger.

B. **New Uses, Buildings, and Major Additions or Modifications**

1. The requirements of this Division apply to any and all new and major additions to land uses, developments, buildings, or structures.

2. If a major addition occurs on a property, the entire property shall comply with the requirements of this Code. For purposes of this section, the following are considered to be major additions:

   a. Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions subsequent to the effective date of this provision; or

   b. Single or cumulative modification or replacement of outdoor legally installed lighting fixtures constituting 25 percent or more of the lumens that would be permitted under this Division for the property, no matter the actual amount of lighting already on a non-conforming site, constitutes a major addition for purposes of this Section.

C. **Minor Additions or Modifications**
Additions or modifications of less than 25 percent in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces to existing uses shall require the submission of a complete inventory and site plan detailing all existing and any proposed new or modified outdoor lighting. Any new or modified outdoor lighting on the site shall meet the requirements of this Division with regard to shielding and lamp type; the total amount of lighting after the modifications are complete shall not exceed that on the site before the modification, or that permitted by this Division, whichever is larger.

D. **Change of Use**

1. Except as provided in Section 10-20.60.080 (Nonconforming Outdoor Lighting), whenever the use of any existing building, structure or premises is intensified through the incorporation of additional dwelling units, gross floor area, seating capacity, or other units of measurement which create a need for an increase in the total number of parking spaces of 25 percent or more either with a single change or cumulative changes subsequent to the effective date of this Zoning Code, then all outdoor lighting shall be reviewed and brought into compliance with the requirements of this Division before the use is resumed to the maximum extent feasible as determined by the Director.

2. For changes of use or intensity which require an increase in parking of less than 25 percent cumulative, the applicant shall only have to meet the requirements of this Division for any new outdoor lighting provided.

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E. **Public Rights-of-Way Exempt**
The provisions of this Division shall not apply to streetlights installed in public rights-of-way.

F. In accordance with A.R.S. § 49-1101, all outdoor light fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.

(Section 10-50.70.030 amended by Ord. 2016-07, adopted Feb. 16, 2016)

10-50.70.040 Establishment of Lighting Zones

A. **Establishment of Lighting Zones**
Three Lighting Zones are established, with varying development standards specific to their location within the City. Lighting Zones are shown in Section 10-90.40.020 (Lighting Zone Map).

B. **Lighting Zone Boundaries**
The boundaries of the Lighting Zones are illustrated in Section 10-90.40.020 (Lighting Zone Map).

C. **Split Parcels**
A parcel located in more than one of the described zones shall be considered to be only in the more restrictive Lighting Zone.

10-50.70.050 General Requirements – All Lighting Zones

A. **Preferred Source – Low-Pressure Sodium (LPS) lamps and Narrow-Spectrum Amber LEDs**
Due to their high energy efficiency, long life, and spectral characteristics, Low-Pressure Sodium (LPS) lamps are the preferred illumination source throughout the City. Their use is encouraged, when not required, for outdoor illumination whenever their use would not be detrimental to the use of the property. In all applications where LPS lighting is required or preferred, an acceptable alternative is Narrow-Spectrum Amber LEDs.

B. **Lighting Classes**

1. Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. Recognized Class 1 Lighting applications include only the following. Application of Class 1 Lighting standards for uses not included in this list requires a finding by the Director of the essential nature of color rendition to preserve the effectiveness of the activity.

   a. Outdoor sales areas, including service station canopies;

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b. Primary customer building entry/exit areas (does not include service or emergency entry/exits);

c. Outdoor seating areas at restaurants;

d. Outdoor assembly or repair areas where assembly or repair work occurs at night on a regularly scheduled basis;

e. Outdoor recreational field/track/arena areas; and

f. External and internal lighting for signs.

2. Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern.

   a. Examples of Class 2 Lighting applications include the following:

      (1) Pedestrian walkways, driveways, and roadways;

      (2) Parking lots;

      (3) Equipment yards; and

      (4) Outdoor security.

   b. Low-Pressure Sodium (LPS) lamps or Narrow-Spectrum Amber LEDs are required in all Class 2 Lighting applications, except that up to 10 percent of all Class 2 lighting may be non-LPS lighting as noted in Table A (Maximum Total Outdoor Light Output Standards).

3. Class 3 Lighting is outdoor lighting used for decorative purposes.

   a. Examples of Class 3 Lighting applications include the following:

      (1) Architectural illumination;

      (2) Flag and monument lighting; and

      (3) Landscape lighting and the illumination of trees, shrubs, or other vegetation.

   b. Class 3 lighting Fixtures shall be included in the total lumen calculations for the site. If decorative lighting is applied to the exterior wall of a building using LED lights or similar technologies that allow for the color of the light to change, only one color change every two minutes is permitted.

4. The use of solar powered light systems as a light source in all Lighting Classes is appropriate.

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C. **Total Outdoor Light Output**

1. Total Outdoor Light Output, excluding streetlights and pedestrian lighting used to illuminate public rights-of-way and any interior lighting shall not exceed the following limits averaged over the entire development (values listed are total initial lamp lumens per acre and per residence).

Table 10-50.70.050.A: Maximum Total Outdoor Light Output Standards

Land Use	Zone 1	Zone 2	Zone 3
Commercial, Industrial, and Multi-family Residential (lumens per net acre)			
Total (Fully Shielded and Partially Shielded)	25,000	50,000	100,000
Partially Shielded only	0	5,500	5,500
Non-LPS and non-narrow spectrum amber LED	2,500	5,000	10,000
Single-family Residential (lumens per parcel inclusive of accessory structures)			
Total (Fully Shielded and Partially Shielded)	10,000	10,000	10,000
Partially Shielded only	0	4,000	4,000

2. For determining compliance with this Section, light emitted from outdoor lighting is to be included in the Total Outdoor Light Output as follows (see Figure A):

   a. Light fixtures installed as described below shall be included in the Total Outdoor Light Output by adding 100 percent of the initial lumen outputs of the lamps used:

      (1) All unshielded or partially shielded fixtures, regardless of location;

      (2) Light fixtures installed on poles (such as parking lot light fixtures);

      (3) Light fixtures installed on the side of buildings or other structures but not located as described in paragraphs b. or c. below; and

      (4) Light fixtures installed within open parking garages, or under canopies, building overhangs, or roof eaves that are not fully shielded or are fully shielded but not located as described in paragraphs b. or c. below.

   b. Fully shielded light fixtures installed as described below shall be included in the Total Outdoor Light Output by adding only 25 percent of the initial lumen outputs of the lamps used:

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(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located at least five feet but less than 10 feet from the nearest outdoor opening, canopy, or overhang edge.

c. Fully shielded light fixtures installed as described below shall be included in the Total Outdoor Light Output by adding only 10 percent of the initial lumen outputs of the lamps used:

(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located 10 feet or more from the nearest outdoor opening, canopy, or overhang edge.

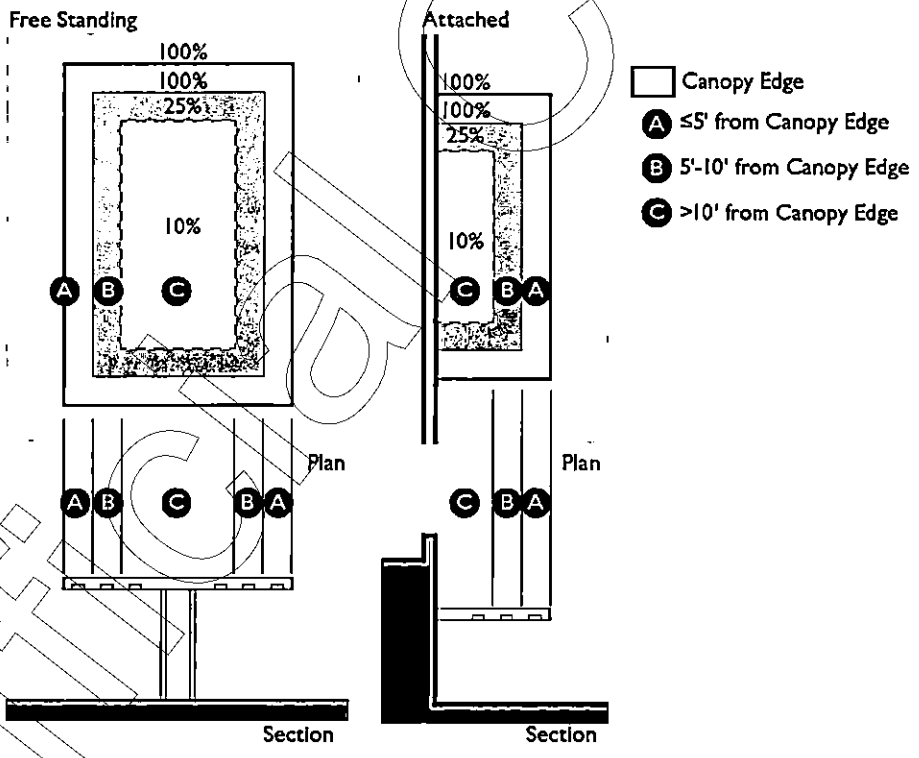

Figure A. Elevation and section views of a freestanding and attached canopy or overhang, showing fixture location and initial lamp output percentage counted toward total outdoor light output

D. **Lamp Source and Shielding:**
The standards provided in Table B (Lamp Type and Shielding Standards) shall apply:

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Table 10-50.70.050.B: Lamp Type and Shielding Standards			
Lamp Type and Lighting Class	**Zone 1**	**Zone 2**	**Zone 3**
Non-Residential[2] Outdoor Lighting			
Class 1 Lighting (Color Rendition):			
All lamp types and outputs	FS	FS	FS
Class 2 Lighting (General Illumination):			
All lamp types and outputs	FS	FS	FS
Class 3 Lighting (Decorative):			
All lamp types 2,500 lumens[1] or above per Fixture	X	X	FS
All lamp types below 2,500 lumens[1] per Fixture	FS	A[3]	A[3]
Residential[2] Outdoor Lighting			
Class 1-3 Lighting			
Lighting (Color Rendition):			
All lamp types 1,000 lumens[1] or above per Fixture	FS	FS	FS
All lamp types below 1,000 lumens[1] per Fixture	FS	A[3]	A[3]

Key:

FS = Allowed; Only Fully Shield Fixtures permitted

A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures permitted subject to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).

X = Prohibited

End Notes

[1]Examples of lamp types of 2,500 and 1,000 lumens and below for commercial and residential applications respectively are provided in Table C (Lamp Type and Wattage with Outputs below 2,500 and 1,000 lumens). The acceptability of a particular lamp is decided by lumen output, not wattage. The values listed are approximate, and the manufacturer's specifications for a particular lamp must be checked.

[2]For purposes of this subsection, residential refers to property developed primarily for residential purposes, including single-family residences, manufactured homes, duplexes, and triplexes as well as multi-family (i.e. apartment, condominium, townhome) uses. Non-residential uses include all other uses.

[3]For purposes of determining total light output from a light fixture, lighting assemblies which include multiple unshielded or partially shielded fixtures or lamps on a single pole shall be considered as a single fixture (see Figure B). Partially shielded lighting is limited to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).

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Table 10-50.70.050.C: Lamp Type and Wattage with outputs below 2,500 and 1,000 lumens

Lamp Type	2500 lm (Commercial and Industrial)	1000 lm (Residential)
Standard incandescent and less	100 watt	60 watt
Tungsten-halogen (quartz) and less	100 watt	60 watt
Fluorescent and less	25 watt	15 watt
Compact Fluorescent and less	26 watt	13 watt

No available data for High-Pressure Sodium or Metal Halide lamps

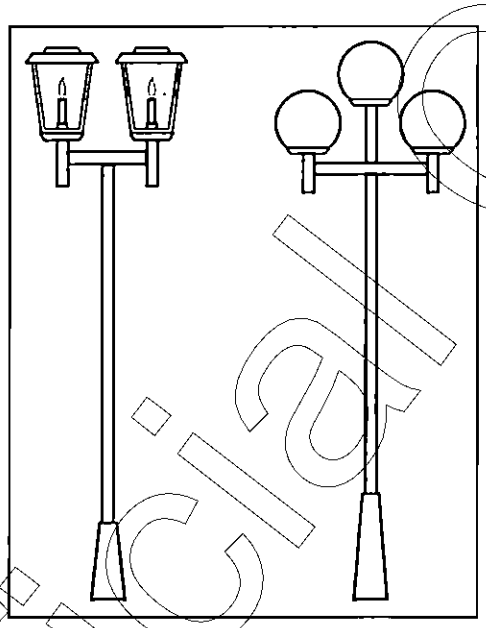

Figure B. Light Fixture with Multiple Unshielded Fixtures or Lamps

E. **Effective Shielding**
All light fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a fully shielded fixture.

F. **Light Trespass Standard**

1. All light fixtures, including security lighting, shall be located, aimed and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.

2. Any privately or publicly owned outdoor light fixture with a lamp of initial output over 10,000 lumens located within 50 feet of any residential (including multi-family residential) property or public right-of-way shall utilize an internal or external shield, with the light fixture and shield

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oriented to minimize light trespass over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure C).

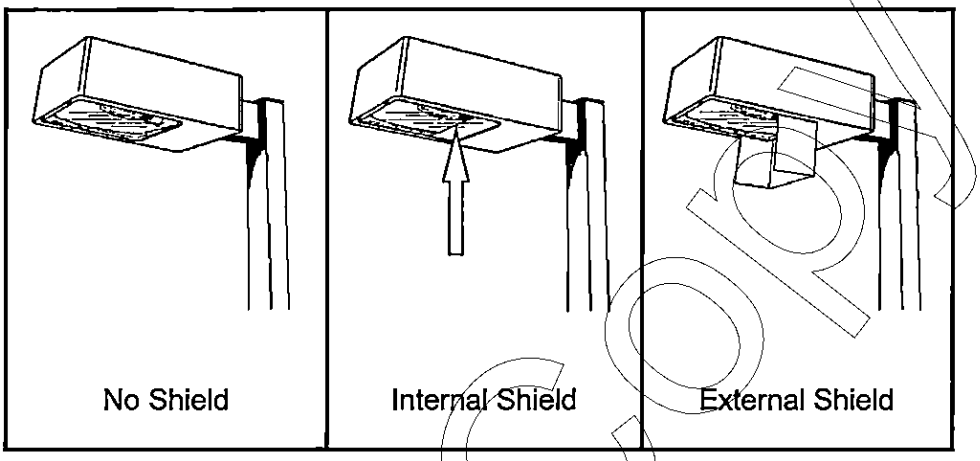

Figure C. Shielding Configurations

G. **Motion Sensing Light Fixtures**
Motion sensing light fixtures shall be fully shielded.

H. **Time Limits for Outdoor Lighting**
All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building or outdoor product display or storage area shall be turned off at the times listed in Table D (Time Limits for Outdoor Lighting), or no later than 30 minutes after the business closes, whichever is later, and remain off for the remainder of the night or until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080.D, and outdoor recreation facilities are exempt in accordance with Section 10-50.70.060. B.

Table 10-50.70.050.D: Time Limits for Outdoor Lighting

	Zone 1	Zone 2	Zone 3
Time limit when outdoor lights must be turned off	9:00 p.m.	11:00 p.m.	11:00 p.m.

I. **Sign Illumination**
Standards for external and internal sign illumination are provided in Division 10-50.100 (Sign Standards). Lighting used for the external illumination of signs is included toward the Total Outdoor Light Output standards of Subsection C.

J. **Neon Building Lighting**
Neon building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not permitted.

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K. **Multi-class Lighting**
Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table A (Maximum Total Outdoor Light Output Standards) and Table B (Lamp Type and Shielding Standards), or conform to the time limitations of the least restrictive included class as shown in Table D (Time Limits for Outdoor Lighting).

L. **Internally Illuminated Architectural Elements**
Any architectural element including walls or portions of buildings that are internally illuminated and that is not a sign or fenestration (windows or doors) shall have 100 percent of the initial lamp output of all lamps used to provide such illumination counted toward partially lighting for the purposes of calculating Total Outdoor Light Output for the site and is subject to the standards of Subsection C.

M. **Architectural/Landscape Lighting**
Architectural lighting used to illuminate the wall of a building or landscape lighting used to illuminate trees or other landscape elements is permitted subject to the following:

1. Architectural and landscape lighting that is directed downward onto a wall, tree or other landscape feature shall be included in the Total Outdoor Light Output Standards provided in Table A (Maximum Total Outdoor Light Output Standards), based on whether a fully shielded or partially shielded light fixture is used; and

2. Architectural and landscape lighting that is directed upward onto a wall, tree or other landscape feature is not permitted.

N. **Emergency Lighting**
Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is permitted in all lighting zones and is excluded from the total lumen calculations for the site.

O. **Use of Mercury Vapor Light Fixtures**

1. No new mercury vapor outdoor light fixtures shall be installed after the effective date of this Zoning Code. No replacement equipment other than bulbs for mercury vapor lighting fixtures shall be sold in the State after January 1, 1991 and the use of mercury vapor light fixtures is prohibited after January 1, 2011.

2. The provisions of this section shall not apply to outdoor light systems erected prior to 1950.

(Section 10-50.70.050 amended by Ord. 2016-07, adopted Feb. 16, 2016)

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10-50.70.060 Special Uses

A. **Service Station Canopy Lighting**

1. **Lighting Class**
   Lighting for service station canopies shall be considered Class 1 Lighting.

2. **Shielding**
   All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not permitted.

3. **Total Under-Canopy Output**
   The total light output used under service station canopies, defined as the sum of all under-canopy initial lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy in Lighting Zone 2 and 3, and shall not exceed 20 lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).

4. All lighting mounted under the canopy, including but not limited to light fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating the total cost of such items as fuel pumped and price per gallon), shall be included in the Total Outdoor Light Output for the site and is subject to the standards of Section 10-50.70.050.C.

B. **Outdoor Recreation Facilities**

1. **Lighting Class**
   Lighting for field/track/arena areas only shall be considered Class 1.

2. **Lumen Cap Exemption**

   a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the lumens per acre limit set in Section 10-50.70.050.C;

   b. In Lighting Zones 2 and 3, lighting for field/track/arena areas is not subject to the lumens per acre limit set in Section 10-50.70.050.C; and,

   c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication IESNA RP-06-01.

3. **Shielding**
   Fixtures used for field/track/arena areas shall be fully shielded.

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4. **Time Limits**
No illuminated sports facility shall be illuminated after the time limits listed in Table 10-50.70.050.D (Time Limits for Outdoor Lighting), except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.

5. **Certification**
Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in Arizona as conforming to all applicable restrictions of this Code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

C. **Street Lighting**

1. Standards for street lighting installed on public rights-of-way are found in the City Engineering Standards, Title 12 (Street Lighting).

2. Street lighting installed on private rights-of-way shall be included within the Total Outdoor Light Output for the development.

D. **Parking Garages**

1. **Lighting Class**
Lighting installed for general illumination of parking areas within parking garages, where the parking areas are open to the outside, shall be considered Class 2.

2. **Inclusion Toward Total Outdoor Light Output**
The lumen output of light fixtures mounted 15 feet or more from the nearest opening to the outdoors and within open parking garages shall not be included toward the Total Outdoor Light Output standards in Section 10-50.70.050.C. All light fixtures mounted less than 15 feet from the nearest opening to the outdoors shall comply with the total outdoor light output standards established in Section 10-50.70.050.C.

3. **Shielding**
All light fixtures used on or within open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.

E. **Outdoor Display Lots**

1. **Lighting Class**
Outdoor lighting for outdoor display lots shall be considered Class 1 lighting, and shall conform to applicable lumens per net acre limits applied to the entire parcel.

2. **Lighting Time Limitations**
Outdoor display lot lighting shall conform to the hours of operation as

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established under Class 1 Lighting Standards. Any lighting on after the time limitations shall be considered Class 2 lighting and shall conform to all restrictions of this Division applicable to this class.

3. **Shielding**
All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.

F. **Temporary Lighting**
Temporary lighting which does not conform to the provisions of this Division may be approved by the Director subject to the approval of an Outdoor Lighting Permit in accordance with the provisions of Section 10-20.40.100 (Outdoor Lighting Permits). Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events or construction projects.

(Section 10-50.70.060 amended by Ord. 2016-07, adopted Feb. 16, 2016)

10-50.70.070 Prohibited Outdoor Lighting

The following types of outdoor lighting are prohibited:

A. Outdoor floodlighting by flood light projection above the horizontal plane.

B. Search lights, flood lights, laser source lights, or any similar high intensity light, except in emergencies by police, fire, or medical personnel or at their direction; or for meteorological data gathering purposes.

C. Any lighting device located on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel with intermittent fading, flashing, blinking, rotating or strobe light illumination.

10-50.70.080 Exceptions

A. **Airport Lighting**
Required navigational lighting systems at airports for the safe and efficient movement of aircraft during flight, take off, landing and taxiing is exempt from the provisions of this Division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the lumens per acre limits provided in Section 10-50.70.050.C, although it must conform to all other requirements of this Division. All other outdoor lighting at airport facilities shall comply with the provisions of this Division.

B. **Infrared Security Lighting**
Lights emitting infrared radiation used for remote security surveillance systems is permitted in all zones with the following restrictions:

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1. Fixed lights must be fully shielded; and

2. Movable lights, such as spot lights attached to infrared sensitive cameras, must be mounted such that the lights cannot be directed higher than 20 degrees below the horizontal, measured from the center of the light beam.

C. **Emergency Lighting by Emergency Services**
Searchlights, floodlights, laser source lights, strobe or flashing lights, or any similar high intensity lights are permitted when used in emergencies by police, fire, medical, or utility personnel or at their direction.

D. **Holiday Decorations**
In all lighting zones low voltage holiday decorations may be unshielded and remain on all night from November 15 to January 15.

E. **Solar-powered Lighting**
Solar-powered lights of 5 watts or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards and are excluded from the total lumen calculations for the site.

F. **Construction and Renovation of Municipal Facilities**
All outdoor lighting used for construction or major renovation of municipal buildings, structures and facilities is exempt from the provisions of this Division.

10-50.70.090 Nonconforming Outdoor Lighting

Section 10-20.60.080 (Nonconforming Outdoor Lighting) provides the standards and regulations for nonconforming outdoor lighting.

10-50.70.100 Violations and Enforcement

A. It shall be unlawful to install or operate an outdoor light fixture in violation of this Division. Any person violating any provisions of this Division shall be guilty of a misdemeanor. Each and every day during which the illegal erection, maintenance, and use continues shall be considered a separate offense.

B. The requirements of this Division shall be enforced in compliance with the enforcement provisions of Division 10-20.110 (Enforcement).

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Exhibit F

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TIMBER SKY

LIGHTING MITIGATION STANDARDS

1) The purpose of these standards is to establish a set of mitigation strategies to be incorporated into the Codes, Covenants & Restrictions (CC&Rs) for the Timber Sky Development with significant thresholds required to revise these standards. The Intent of these standards is that all private development within the project will not only meet the City of Flagstaff lighting code but will exceed them. The Pre-Annexation Development Agreement between the developers of Timber Sky and the City of Flagstaff will include these mitigation strategies as requirements of the CC&Rs. For the term of the Development Agreement, the Timber Sky developers will not initiate any lighting-related amendment without the inclusion of the U.S. Naval Observatory Flagstaff Station in the discussion. In connection with the project platting, the CC&Rs will be recorded against the property to pick up any gap between the application of the Development Agreement and the CC&Rs, and the CC&Rs will have special amendment criteria limiting the future homeowners' association's ability to process amendments related to these standards such that amendments to the lighting mitigation standards will require approval by the City of Flagstaff City Council.

2) Section 1—50.70.030 E. Public Rights-of-Way Exempt, of the City of Flagstaff Outdoor Lighting Standards contained in Division 10-50.70 of the City code states *"The provisions of this Division shall not apply to streetlights installed in public rights-of-way."* The developers of Timber Sky, the City of Flagstaff (City) and the U.S Naval Observatory Flagstaff Station (NOFS) all agree that measures to limit and or reduce the light output of the streetlights and pedestrian lighting used to illuminate public rights-of-way in Zone 1 including those within the Timber Sky development beyond the City's current standards is not the responsibility of the Timber Sky Development nor should revising these standards be a condition of zoning approval. The developers of Timber Sky commit to work hand in hand with the City and NOFS to develop revised standards for lighting of the streetlights and pedestrian lighting used to illuminate public rights-of-way going forward, and will incorporate the revised standards into the design of said lighting at the City's request.

3) Lighting for each single family home developed within the R1, MR and HR zoning categories will be limited to a total of 1350 externally installed lumens, whether attached to the dwelling structure or installed elsewhere on the lot. This limit can be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumens limit. These additional limits should no way be interpreted to allow the current limits set forth in the City of Flagstaff lighting code be exceeded for multi-family residential development in the HR category.

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TIMBER SKY

4) Exterior Lighting on single family and multi-family residential structures will be fully shielded fixtures to be installed under canopies or overhangs a minimum of five (5) feet from the nearest edge not attached to the structure. In situations where an overhang is not feasible or practical, a fully shielded fixture with motion sensor will be utilized.

5) All common area property owned or managed by the master homeowner's association, or one of the sub-associations within a residential block, will be limited to security lighting and lighted entry monuments. For purpose of applying the City of Flagstaff lighting code, lighted entry monuments will be considered Class 1 Lighting, and security lighting will be considered Class 2 Lighting. Care must be given to minimize lumens and to direct light downward or be completely shielded for these applications.

6) With the exception of lighting for single family residential, and lighting for multi-family residential that meets Section 4; all outdoor lighting will use "low-pressure sodium (LPS), narrow-spectrum amber LED, PC ("phosphor-converted") amber LED, or amber compact fluorescent or equivalent. An exception to this requirement will be for lighted entry monuments or other Class 1 lighting applications where color rendition is required.

7) Care should be given to selecting building colors and materials where external lighting will be installed to minimize reflectivity. Wall surfaces located below and within ten (10) feet laterally of any external light fixture will have a "light reflectance value" (LRV) of 15 or less.

8) For commercial development within Block 12, Table 10-50.70.050.D of the City's lighting code requires outdoor lighting in Zone 1 to be turned off at 9:00 pm or no later than 30 minutes after the business closes, whichever is later. For any lighting fixtures exempted from this requirement in the lighting code, motion sensors will be utilized after 9:00 pm.

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When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

THIRD AMENDMENT
To The
TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT

The following Third Amendment to the Timber Sky Annexation and Development Agreement (this "Amendment") is made this 18 day of September, 2018 and is incorporated into and made a part of that certain Timber Sky Annexation and Development Agreement dated November 15, 2016, and recorded in the Coconino County Records as Document No. 3772624, and any amendments thereto, (the "Development Agreement"). Capitalized terms not defined herein shall have the meaning assigned to them in the Development Agreement. This Amendment is made pursuant to Section 15.4, of the Development Agreement, which permits the City and the Owner to amend the Development Agreement. Accordingly, this Amendment is made by the City of Flagstaff ("City") and VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company ("Owner").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Amendments. The parties amend the Development Agreement as follows:

A. Section 8.5.1.1, Westside Sewer Interceptor, is deleted in its entirety and replaced with the following:

8.5.1.1 Westside Sewer Interceptor. The installation of sewer line connecting manholes 2A-422 and 2A-360 with a combination of an 18", 21" and 24" diameter pipe (the "Westside Sewer Interceptor") will be divided into two phases. Phase I consists of a 24" line in the Clay Avenue Wash as set forth in the plans titled "West Side Sewer Interceptor, Phase I – Clay Avenue Wash, COF Project No. WW3320" ("Clay Avenue Wash Extension" or "Phase I"). Phase II includes a combination of 18", 21", and 24" lines along Thompson and Kaibab as set forth in the plans titled "West Side Sewer

Interceptor, Phase II – Thompson-Kaibab, COF Project No. WW3220" ("Thompson-Kaibab Portion" or "Phase II").

The City Plans to complete Phase I of the Westside Sewer Interceptor on or before November 30, 2018.

Owner agrees to publicly procure and construct Phase II of the Westside Sewer Interceptor and the City agrees to reimburse Owner for the Cost of Construction for Phase II pursuant to Section 8.5.3 below. The City agrees that Owner may proceed with the construction of Phase II concurrently with, or in advance of, the City's construction of Phase I. However, should Owner not begin construction on Phase II prior to October 1, 2019, the City reserves the right to notify Owner that City will take over construction of Phase II and Owner will not be reimbursed. Owner agrees to complete Phase II of the Westside Sewer Interceptor within one year from the date of permit issuance for the improvement.

The City agrees that no assurances under Section 7.3 of this Agreement are required for the Westside Sewer Interceptor. Until Phase II of the Westside Sewer Interceptor is completed, the City agrees that there is capacity in the current system for 125 single family dwelling units or an equivalent number of condominium/townhome units (the "Initial Units") to be developed within the Property and consequently, the City will issue such permits on the Property in advance of the completion of Phase II of the Westside Sewer Interceptor for the Initial Units. No permits for any additional units will be issued until Phase II of the Westside Sewer Interceptor is complete.

B. Section 8.5.3 <u>Reimbursement to Owner</u>, and its subsections are deleted in their entirety and replaced with the following:

8.5.3 <u>Reimbursement to Owner</u>. It is estimated that the total cost of the Phase II Westside Sewer Interceptor will be one million four hundred thousand dollars ($1,400,000.00) (the "Phase II Sewer Cost"). The City agrees to reimburse the Owner for all costs associated with the construction of Phase II of the Westside Sewer Interceptor, including permit fees and reasonable project management expenses to be approved by the City. Based on the City's current Utilities 5-Year Plan, and in the event that Owner completes Phase II prior to May 30, 2020, it is anticipated that payments for reimbursement will be made in accordance with the following schedule:

1) Twenty-four thousand six hundred and 00/100 dollars ($24,600.00) to be paid within 30 days of Owner's completion of Phase II; and

2) The remaining balance for Phase II to be paid by August 31, 2020 or sooner if funds are accelerated in the City's budget and Phase II construction is

complete. If the remaining Phase II Sewer Cost balance is not paid by August 31, 2020, interest on the remaining balance will accrue at an annual rate of eight percent (8%). The balance must be paid no later than August 31, 2021.

C. Effect of Amendment. In all other respects, the Development Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Development Agreement shall remain in full force and effect.

D. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

City of Flagstaff, a municipal corporation "City"

Coral Evans, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company "Owner"

By: _____
Name: _____
Its: Manager

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this 18TH day of SEPTEMBER, 2018, before me, a Notary Public, personally appeared Coral Evans, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

MORGAN B. MULLANEY
Notary Public - Arizona
Coconino County
My Comm. Expires Sep 15, 2019

Notary Public
My Commission Expires: 09·15·2019

STATE OF ARIZONA)
COUNTY OF Maricopa)

ACKNOWLEDGMENT

On this 6 day of September, 2018, before me, a Notary Public, personally appeared Mark Ortman JR, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of VP Lots of Woody Mountain LLC, its Manager, for the purposes therein contained.

LESA A BLUNT
Notary Public – Arizona
Maricopa County
My Comm. Expires Nov 12, 2021

Notary Public
My Commission Expires: November 12, 2021

Westside Sewer Interceptor-Phase 2

Actual Costs

July 2019 Draw Request

As Of 9/12/2019

	Budget Estimate	Under Contract or Estimated	Invoices Approved for Pmnt.	Remaining in Contract		Notes
Land Acquisition Costs				Contract - Inv		
Totals:	$ -	$ -	$ -	$ -		
Design and Entitlement Costs				Contract - Inv		
Totals:	$ -	$ -	$ -	$ -		
Construction Costs				Contract - Inv		
Sewer Construction Eagle Mountain	$ 1,283,633.00	$ 1,283,633.00	$ 1,283,633.00	$ -		
CO#1-Redesign of intersection	$ 110,106.97	$ 110,106.97	$ 110,106.97	$ -		
CO#2-Unisource Gas Relocations	$ 71,691.01	$ 71,691.01	$ 71,691.01	$ -		
CO#3-Additional Rock excavation	$ 52,800.00	$ 52,800.00	$ 52,800.00	$ -		
Unused Contract Allowance	$ -	$ -	$ (13,598.00)	$ (13,598.00)		
	$ -	$ -	$ -	$ -		
Materials Testing and Inspections	$ 20,112.63	$ 20,112.63	$ 20,112.63	$ -		
Construction Management	$ 60,185.31	$ 60,185.31	$ 60,185.31	$ -		
Repro, Deliveries, Reimbursements	$ 3,115.58	$ 3,115.58	$ 3,115.58	$ -		
	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -		
Totals:	$ 1,601,644.50	$ 1,601,644.50	$ 1,588,046.50	$ (13,598)	$ -	
Administrative Costs				Contract - Inv		
Totals:	$ -	$ -	$ -	$ -		
Total Project Costs:	$ 1,601,644.50	$ 1,601,644.50	$ 1,588,046.50	$ (13,598)		

CONSTRUCTION CONTRACT #2019-11

Vintage Partners, LLC
and
Eagle Mountain Construction

This Construction Contract ("Contract") is made and entered into this 19th day of September 2018, by and between the Vintage Development, LLC, an Arizona limited liability company with offices at 2502 E Camelback Road, Suite 214, Phoenix, Arizona ("Owner") and Eagle Mountain Construction, an Arizona corporation with offices at 3100 N. Caden Court, Flagstaff, Arizona ("Contractor"). Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the **West Side Sewer Interceptor Phase II Project** ("Project") within the City of Flagstaff ("City"). The Project scope is specific to the attached Special Provisions ("Exhibit B"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner and the City, or their properly authorized agents or designees. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Owner. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal prior to this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City of Flagstaff revisions to the MAG Specifications for Public Works

Construction ("Exhibit A"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, Plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and Plans shall become the property of the City of Flagstaff after accepting them from the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$1,283,633.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The Owner shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner and the City of Flagstaff. The release of retention or alternate surety shall be made

following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. **Time of Completion.** Contractor agrees to complete all work as described in this Contract within **one hundred twenty (120) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. **Performance of Work.** All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. **Acceptance of Work; Non Waiver.** No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. **Delay of Work.** Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 14 below (Contract Violations).

8. **Failure to Complete Project in Timely Manner.** If Contractor fails or refuses to complete the Project within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become monies available to compensate the Owner for damages for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. **Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days

after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the premises in good order, clean, and ready to use by the City of Flagstaff. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner intends that this Project be completed prior to a Winter Shutdown and reserves the right to delay, initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order or original Contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during a Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during a Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Contract shall be assigned, in whole or in

part, by Contractor without prior written permission of the Owner and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

13. **Notices.** Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:	**If to Contractor:**
Vintage Development, LLC	Eagle Mountain Construction
Attn: David Scholl	Attn: Marco Spagnuolo
2502 E Camelback Rd., Suite 214	3100 N. Caden Court
Phoenix, AZ 85016	Flagstaff, AZ 86004
Email: david@vintagevp.com	marco@emcaz.com

14. **Contract Violations.** In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. **Termination for Convenience.** The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. **Contractor's Liability and Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, save and hold harmless Vintage Development, LLC, VP 66 & Woody

Mountain, LLC, the City of Flagstaff, and their respective officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. **Amendment of Contract.** This Contract may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

18. **Subcontracts.** Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

19. **Cancellation for Conflict of Interest.** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

20. **Compliance with All Laws.** Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

21. **Employment of Aliens.** Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

22. **Compliance with 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. Contractor acknowledges that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

23. **Contractor's Warranty.** 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, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

28. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

29. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

30. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, Vintage Development, LLC

David Scholl, Authorized Representative

Eagle Mountain Construction

Signature

Jason Woods
Printed Name

Project Manager
Title

CITY OF FLAGSTAFF PROJECT No. PZ-17-00167 03-18003
West Side Sewer Interceptor Phase II - Thompson-Kaibab
BID SCHEDULE

	Description	Qty	Unit	Unit Price		Total Price
				In Words	In Figures	
	DEMOLITION ITEMS					
1	Cut, Cap & Plug Existing 18" DIP Sewer Line (MAG S.D. 427)	1	EA	Eight Hundred Fifty Dollars and No Cents	$ 850.00	$ 850.00
2	Plug & Grout West Invert of Existing Manhole 2A-422	1	EA	Nine Hundred Eighty Dollars and No Cents	$ 980.00	$ 980.00
3	Cut, Cap & Abandon in Place Existing Sewer Service (MAG S.D. 427)	7	EA	Ninety Three Dollars and No Cents	$ 93.00	$ 651.00
4	Remove & Replace Existing Fence In-kind	1	LS	One Thousand Three Hundred Sixty Five Dollars and No Cents	$ 1,365.00	$ 1,365.00
	SEWER ITEMS					
5	Verify Existing Utility Locations, Sizes & Depths at Crossings	1	LS	Ten Thousand Three Hundred Dollars and No Cents	$ 10,300.00	$ 10,300.00
6	Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Dry' Trench	334	LF	Four Hundred Fifteen Dollars and No Cents	$ 415.00	$ 138,610.00
7	Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Wet' Trench	503	LF	Three Hundred Forty Dollars and No Cents	$ 340.00	$ 171,020.00
8	Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Dry' Trench	538	LF	Two Hundred Eighteen Dollars and No Cents	$ 218.00	$ 117,284.00
9	Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Wet' Trench	300	LF	Two Hundred Ninety Seven Dollars and No Cents	$ 297.00	$ 89,100.00
10	Install New 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - including pavement R&R - 'Dry' Trench	1,230	LF	Two Hundred Twenty Dollars and No Cents	$ 220.00	$ 270,600.00
11	Jack & Bore 36" (Min.) Dia. 1/4 Thick Steel Casing (COF E.D. 9-06-010)	40	LF	Four Hundred Seventy Eight Dollars and No Cents	$ 478.00	$ 19,120.00
12	Install New 18" Class 250 DIP (n= 0.013) Sewer Line in 36" (Min.) Dia. Casing (COF E.D. 9-06-010)	40	LF	One Hundred Dollars and No Cents	$ 100.00	$ 4,000.00
13	Construct New Standard 5' Dia. Sewer Manhole Type 'A' (MAG S.D. 420) w/Standard Cover. Epoxy Coated	12	EA	Nine Thousand Three Hundred Fifteen Dollars and No Cents	$ 9,315.00	$ 111,780.00
14	Connect New 21" PVC Sewer Line to MH#111	1	EA	Two Hundred Six Dollars and No Cents	$ 206.00	$ 206.00
15	Install 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Stub-Out & Plug (COF E.D. 9-01-030/MAG S.D. 427)	1	EA	Nine Hundred Seventy Dollars and No Cents	$ 970.00	$ 970.00
	EROSION AND SEDIMENT CONTROL ITEMS					
16	Install & Maintain Temporary Stone Construction Entrance(s)	1	LS	One Thousand Two Hundred Fifty Dollars and No Cents	$ 1,250.00	$ 1,250.00
17	Inspect Pavement (Daily) & Sweep Street to Remove Sediment, Mud, Debris, etc.	1	LS	Five Thousand Four Hundred Seventy Dollars and No Cents	$ 5,470.00	$ 5,470.00
18	Dust Control by Application of Reclaimed Water (MAG SPEC 104)	1	LS	One Thousand Two Hundred Seventy Five Dollars and No Cents	$ 1,275.00	$ 1,275.00
19	Install 8 Dia. Sediment Wattles as necessary "	1	LS	One Thousand Three Hundred Seventy Five Dollars and No Cents	$ 1,375.00	$ 1,375.00
20	Lay 50# Sandbags End-to-End at Catch Basins	1	LS	Two Hundred Six Dollars and No Cents	$ 206.00	$ 206.00
21	Flush Existing Culverts to Remove Sediment & Debris	1	LS	Two Hundred Fifty Five Dollars and No Cents	$ 255.00	$ 255.00
22	Reseed All Disturbed Areas	1	LS	One Thousand One Hundred Twenty One Dollars and No Cents	$ 1,121.00	$ 1,121.00
23	Prepare and File NOI, Maintain SWPPP & File NOT	1	LS	Four Hundred Fifteen Dollars and No Cents	$ 415.00	$ 415.00
	MISCELLANEOUS AND CONTINGENCY ITEMS					
24	Mobilization & Demobilization	1	LS	Fifty Seven Thousand Nine Hundred Thirty Five Dollars and No Cents	$ 57,935.00	$ 57,935.00
25	Traffic Control Plan and Implementation per MUTCD	1	LS	Twenty Five Thousand Eight Hundred Seventy Dollars and No Cents	$ 25,870.00	$ 25,870.00
26	Pump Around Operations as Necessary to Facilitate Live Sewer Replacement	1	LS	Eight Thousand Five Hundred Forty Five Dollars and No Cents	$ 8,545.00	$ 8,545.00
27	Gas Relocate Coordination on Thompson Street	1	LS	Two Thousand Seven Hundred Fifteen Dollars and No Cents	$ 2,715.00	$ 2,715.00
28	Gas Relocation Allowance for Unisource, Construction Contingency for Reimbursement of actual costs	1	LS	Thirty Five Thousand Dollars and No Cents	$ 35,000.00	$ 35,000.00
29	As-built/Record Drawings pursuant to Exhibit 'A'	1	LS	Four Thousand Eight Hundred Twenty Dollars and No Cents	$ 4,820.00	$ 4,820.00
30	Contingency Item: Trench Rock Excavation pursuant to Exhibit 'A'	1,400	CY	One Hundred Thirteen Dollars and No Cents	$ 113.00	$ 158,200.00
31	Contingency Item: R/R Unsuitable Material	200	CY	Thirty Five Dollars and No Cents	$ 35.00	$ 7,000.00
32	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #1	1	LS	Ten Thousand Dollars and No Cents	$ 10,000.00	$ 10,000.00
33	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2	1	LS	Twenty Five Thousand Dollars and No Cents	$ 25,000.00	$ 25,000.00
34	Permit Fees	1	LS	Three Hundred Forty Five Dollars and No Cents	$ 345.00	$ 345.00
35	City Material Testing Fee	1	LS	No Dollars and No Cents	$ -	$ -
TOTAL BID AMOUNT:					**$**	**1,283,633.00**

In Figures

One Million Two Hundred Eighty Three Thousand Six Hundred Thirty Three Dollars and No Cents
Total Bid (In Words)

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. ____
☐ CONSULTING CONTRACT CHANGE ORDER NO. ____
☒ CONSTRUCTION CONTRACT CHANGE ORDER NO. 1
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. WW#3417 **PROJECT NAME:** West Side Sewer Interceptor Ph 2

FILE NO. 03-18003 **PROJECT MANAGER:** Ryan Roberts

TO: Vintage Development, LLC – Contracted with Eagle Mountain Construction, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

This Change Order is for additional time and costs associated with the redesign of the West Side Sewer Interceptor Phase 2 at the intersection of Thompson and Kaibab. Redesign was required due to a change in conditions with traffic control requiring contractor to maintain one open lane during construction versus the original approved traffic control allowing the intersection to be shut down for a period of time. Extra costs include an additional manhole and sewer line, additional traffic control requirements, extended general conditions and other incidental costs.

Change Order originated by: ☐ CITY OF FLAGSTAFF ☒ CONTRACTOR ☐ CONSULTANT ☐ OTHER ____

Project Manager	4-4-2019 Ryan Roberts Date	**Approval Recommended**	
Department Head	4-19-2019 Date	**Approval Recommended**	
C.O. Committee Chair	4-19-2019 Date	**Approval Recommended**	
Community Development	4/19/19 Date	**Approval Recommended**	
City Attorney Approval Date	4/19/19 Date	**Approval Recommended**	
Purchasing	4/19/19 Date	**Approval Recommended**	
City Manager	Date	**Approval Recommended**	

		END DATES			
ORIGINAL CONTRACT PERIOD	120 Days	(____)	**ORIGINAL CONTRACT**	$	1,283,633.00
PRIOR TIME CHANGES	0 Days	( )	**TOTAL PRIOR VALUE CHANGES**	$	0
THIS TIME CHANGE	85 Days	(____)	**VALUE OF THIS CHANGE**	$	110,106.97
NEW CONTRACT PERIOD	188 Days	(____)	**NEW CONTRACT**	$	1,393,739.97

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Hunn Development Co. for Vintage Development, LLC

Accepted Date: April 4, 2019 **By:** Duane Hunn Duane M. Hunn

CITY OF FLAGSTAFF — PROJECT STATUS FORM

PROJECT NAME: West Side Sewer Interceptor Phase 2	☐ Design ☒ Construction ☐ Other
PROJECT NO. WW#3417	**FILE NO.** 03-018003

ACCT. NO.		
203-08-375-3417-0-4463	100%	$1,393,739.97
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$1,393,739.97

COUNCIL APPROVAL:	**ORIGINAL CONTRACT AMOUNT:** $1,283,633.00
PROJECT BUDGET ( ) $	**FY:** 2020
PROJECT BUDGET	**FY:**
NOTICE TO PROCEED: Oct 8, 2018	**ORIGINAL CONTRACT PERIOD** (calendar days): 120
ORIGINAL COMPLETION DATE: Feb 5, 2019	**ORIGINAL CONTRACT ALLOWANCE:** $235,200.00
CONSULTANT: Turner Engineering, Inc.	**LOCATION:** West Kaibab and N Thompson Street
CITY PROJECT MANAGER: Ryan Roberts	

Change Orders / Revision Date	C.O. Amount/ Allowance Amt / New Total	C.O. Days / New Total	Council Date / New Comp. Date	REASON FOR CHANGE
Field Order #1	$13,871.68		N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Nov 13, 2018		145	Mar 2, 2019	
Field Order #2	$81,980.37		N/A	Trench Rock Excavation Allowance used due to Hard Rock.
Dec 6, 2018		145	Mar 2, 2019	
Field Order #3	$17,706.97		N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Jan 4, 2019		150	Mar 7, 2019	
Field Order #4	$41,121.68		N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock. R/R Unsuitable Materials Allowance used due to found fissures.
Feb 27, 2019		160	Mar 17, 2019	
CO#1	$110,108.97	85	N/A	Additional sewer work and traffic control at intersection of Kaibab and Thompson due to traffic control restrictions.
Jan 15, 2019	$1,393,739.97	188	April 14, 2019	
6				
FINAL PAYMENT				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	Line Number:	Amount $

Eagle Mountain Construction Co.

CHANGE ORDER PROPOSAL

To: Vintage Patrners LLC
Attn: Duane Hunn
Project: West Side Sewer Interceptor Phase 2
COP #: 5 Rev#:
Date: 1/4/19

Description:

This COP is for additional time and costs associated with the redesign of the West Side Sewer at the intersection of Thompson and Kaibab. Redesign was required due to a change in conditons with traffic control. Extra costs include an additional manhole and sewerline, additional traffic control requirements, extende general conditions and other incidental costs.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
00-0000		MH #114B Add	1.0	EA	$ 4,748.00	$ 4,748.00
00-0000		Additional 21" PVC SS	28.0	LF	$ 30.00	$ 840.00
00-0000		Additional 18" DIP SS	-6.0	LF	$ 65.00	$ (390.00)
					$ -	$ -
		Change in Traffic Condition Impacts				
		Additonal Traffic Control	15.0	DAY	$ 215.58	$ 3,233.70
		Flaggers (2 Flaggers)	240.0	HR	$ 20.00	$ 4,800.00
		Additional days due to traffic change	15.0	DAY	$ 4,512.00	$ 67,680.00
		General Conditions	20.0	DAY	$ 615.00	$ 12,300.00
		Equipment Breakdown		unit	cost	
		Shoring		HR	13.92	
		Hauling		HR	85.00	
		CAT 314 - EMC		HR	39.00	
		CAT 345 - EMC		HR	71.00	
		CAT 938 Loader		HR	38.50	
		Ramex		HR	12.50	
		Gen labor		HR	23.00	
		Operator		HR	28.00	
		Pipelayer		HR	28.00	
					Direct Costs	$ 93,211.70

Notice to Proceed Date	8-Oct-18	
Original Contract Time	120.0	days
Change in time by previous COP's	30.0	days
Revised Contract Time	150.0	days
Change in Time by this COP	28.0	days
Revised Contract Time	178.0	days
Revised Contract Completion Date	4-Apr-19	

Fee	10.0%	$ 9,321.17
Bond\Insur	1.5%	$ 1,537.99
Tax	5.8%	$ 6,036.11
Total this COP:		$ 110,106.97

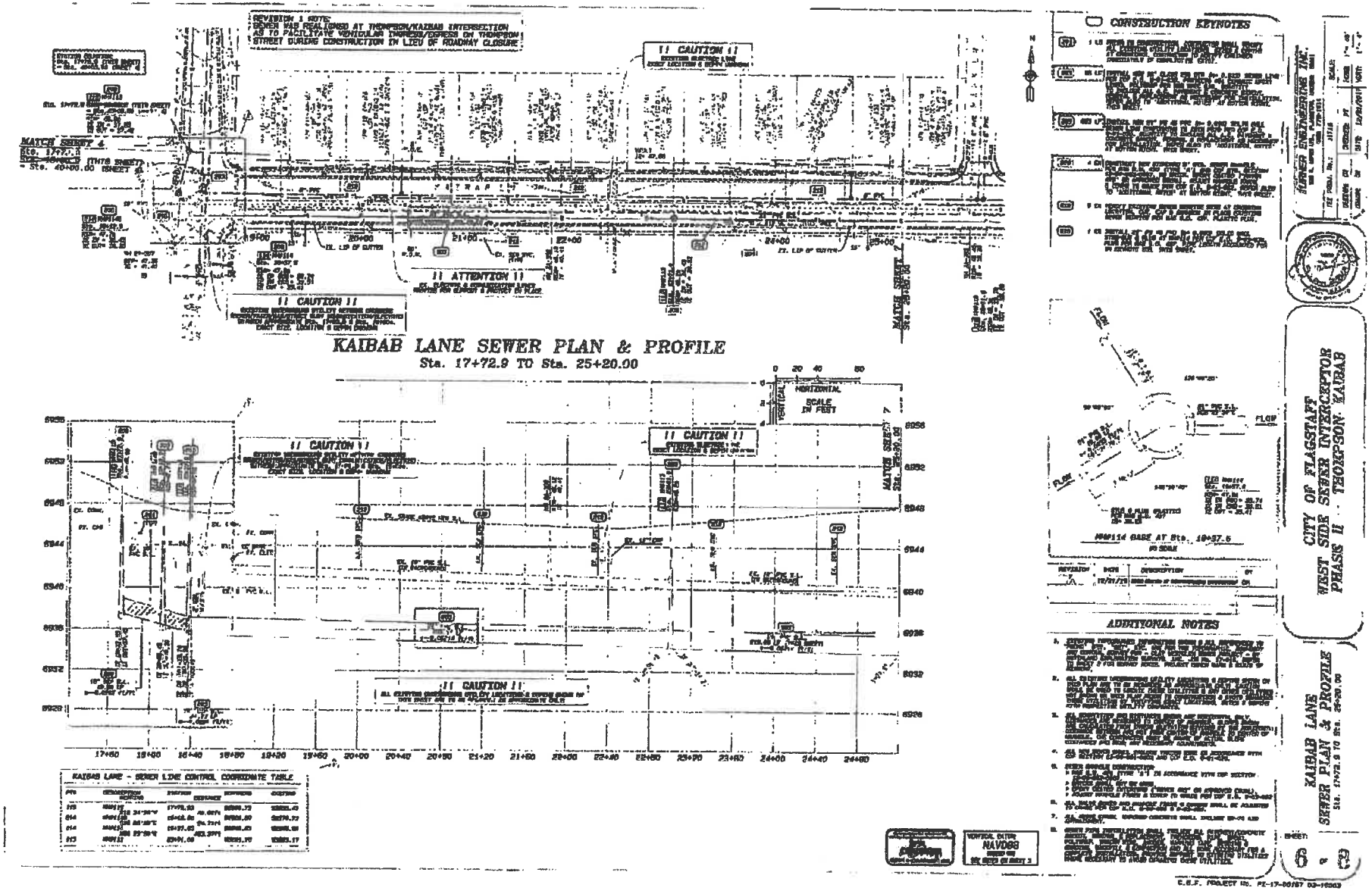
Schedule Description:

This change adds an additional 28 days to the Contract time.

Jason Woods 1/4/2019

CITY OF FLAGSTAFF PROJECT No. FZ-17-00187 03-16003
West Side Sewer Interceptor Phase II - Thompson-Kaibab
BID SCHEDULE
With City COS1 (aka VP COS4)

Description	Qty	Unit	Unit Price In Words	Unit Price In Figures	Total Price
DEMOLITION ITEMS					
1 Cut, Cap & Plug Existing 18" DIP Sewer Line (MAG S.D. 427)	1	EA	Eight Hundred Fifty Dollars and No Cents	$ 850.00	$850.00
2 Plug & Grout West Invert of Existing Manhole 2A-422	1	EA	Nine Hundred Eighty Dollars	$ 980.00	$980.00
3 Cut, Cap & Abandon in Place Existing Sewer Service (MAG S.D. 427)	7	EA	Ninety Three Dollars and No Cents	$ 93.00	$651.00
4 Remove & Replace Existing Fence In-kind	1	LS	One Thousand Three Hundred Sixty Five Dollars and No Cents	$ 1,365.00	$1,365.00
SEWER ITEMS					
5 Verify Existing Utility Locations, Sizes & Depths at Crossings	1	LS	Ten Thousand Three Hundred Dollars and No Cents	$ 10,300.00	$10,300.00
6 Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	334	LF	Four Hundred Fifty Dollars and No Cents	$ 415.00	$138,610.00
7 Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Wet' Trench	503	LF	Three Hundred Forty Dollars and No Cents	$ 340.00	$171,020.00
8 Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	538	LF	Two Hundred Eighteen Dollars and No Cents	$ 218.00	$117,284.00
9 Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Wet' Trench	300	LF	Two Hundred Ninety Seven Dollars and No Cents	$ 297.00	$89,100.00
10 Install New 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	1230	LF	Two Hundred Twenty Dollars and No Cents	$ 220.00	$270,600.00
11 Jack & Bore 36" (Min.) Dia. 1/4 Thick Steel Casing (COF E.D. 9-05-010)	40	LF	Four Hundred Seventy Eight Dollars and No Cents	$ 478.00	$19,120.00
12 Install New 18" Class 250 DIP (n= 0.013) Sewer Line in 36" (Min.) Dia. Casing (COF E.D. 9-05-010)	40	LF	One Hundred Dollars and No Cents	$ 100.00	$4,000.00
13 Construct New Standard 5' Dia. Sewer Manhole Type 'A' (MAG S.D. 420) w/Standard Cover, Epoxy Coated	12	EA	Nine Thousand Three Hundred Fifteen Dollars and No Cents	$ 9,315.00	$111,780.00
14 Connect New 21" PVC Sewer Line to MH#11	1	EA	Two Hundred Six Dollars and No Cents	$ 206.00	$206.00
15 Install 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Stub-Out & Plug (COF E.D. 9-01-030/MAG S.D. 427)	1	EA	Nine Hundred Seventy Dollars and No Cents	$ 970.00	$970.00
EROSION & SEDIMENT CONTROL ITEMS					
16 Install & Maintain Temporary Stone Construction Entrance(s)	1	LS	One Thousand Two Hundred Fifty Dollars and No Cents	$ 1,250.00	$1,250.00
17 Inspect Pavement Daily & Sweep Street to Remove Sediment, Mud, Debris, etc.	1	LS	Five Thousand Four Hundred Seventy Dollars and No Cents	$ 5,470.00	$5,470.00
18 Dust Control by Application of Reclaimed Water (MAG SPEC 104)	1	LS	One Thousand Two Hundred Seventy Five Dollars and No Cents	$ 1,275.00	$1,275.00
19 Install 6" Dia. Sediment Wattles as necessary	1	LS	One Thousand Three Hundred Seventy Five Dollars and No Cents	$ 1,375.00	$1,375.00
20 Lay SCF Sandbags End-to-End at Catch Basins	1	LS	Two Hundred Six Dollars and No Cents	$ 206.00	$206.00
21 Flush Existing Culverts to Remove Sediment & Debris	1	LS	Two Hundred Fifty Five Dollars and No Cents	$ 255.00	$255.00
22 Reseed All Disturbed Areas	1	LS	One Thousand One Hundred Twenty One Dollars and No Cents	$ 1,121.00	$1,121.00
23 Prepare and File NOI, Maintain SWPPP & File NOT	1	LS	Four Hundred Fifteen Dollars and No Cents	$ 415.00	$415.00
MISCELLANEOUS & CONTINGENCY ITEMS					
24 Mobilization & Demobilization	1	LS	Fifty Seven Thousand Nine Hundred Thirty Five Dollars and No Cents	$ 57,935.00	$57,935.00
25 Traffic Control Plan & Implementation per MUTCD	1	LS	Twenty Five Thousand Eight Hundred Seventy Dollars and No Cents	$ 25,870.00	$25,870.00
26 Pump Around Operations as Necessary to Facilitate Live Sewer Replacement	1	LS	Eight Thousand Five Hundred Forty Five Dollars and No Cents	$ 8,545.00	$8,545.00
27 Gas Relocate Coordination on Thompson Street	1	LS	Two Thousand Seven Hundred Fifty Dollars and No Cents	$ 2,750.00	$2,750.00
28 Gas Relocation Allowance for Unbource, Construction Contingency for Reimbursement of actual costs	1	LS	Thirty Five Thousand Dollars and No Cents	$ 35,000.00	$35,000.00
29 As-built/Record Drawings pursuant to Exhibit 'A'	1	LS	Fourty Thousand Eight Hundred Twenty Dollars and No Cents	$4,820.00	$4,820.00
30 Contingency Item: Trench Rock Excavation pursuant to Exhibit 'A'	1000	CY	One Hundred Thirteen Dollars and No Cents	$113.00	$113,000.00
31 Contingency Item: R&R Unsuitable Material	200	CY	Thirty Five Dollars and No Cents	$35.00	$7,000.00
32 Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #1	1	LS	Ten Thousand Dollars and No Cents	$10,000.00	$10,000.00
33 Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2	1	LS	Twenty Five Thousand Dollars and No Cents	$25,000.00	$25,000.00
34 Permit Fees	1	LS	Three Hundred Forty Five Dollars and No Cents	$345.00	$345.00
35 City Materials Testing Fee	1	LS	No Dollars and No Cents		
36 City COS1 - VP COS4 - Thompson & Kaibab Intersection Reduction	1	LS	No Dollars and No Cents		
TOTAL BID AMOUNT:				$110,106.97	$110,106.97
				$	$1,589,736.97
				In Figures	


KAIBAB LANE SEWER PLAN & PROFILE
Sta. 17+72.9 TO Sta. 25+20.00
CONSTRUCTION KEYNOTES
ADDITIONAL NOTES
CITY OF FLAGSTAFF
WEST SIDE SEWER INTERCEPTOR
PHASE II - THOMPSON/KAIBAB
KAIBAB LANE
SEWER PLAN & PROFILE
KAIBAB LANE - SEWER LINE CONTROL COORDINATE TABLE

CITY OF FLAGSTAFF

☐CONFIRMING CHANGE ORDER NO. ____
☐CONSULTING CONTRACT CHANGE ORDER NO. ____
☒CONSTRUCTION CONTRACT CHANGE ORDER NO. 2
☐CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. WW#3417 **PROJECT NAME:** West Side Sewer Interceptor Ph 2

FILE NO. 03-18003 **PROJECT MANAGER:** Ryan Roberts

TO: Vintage Development, LLC – Contracted with Eagle Mountain Construction, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

This Change Order is for additional time and costs associated with the final design of the required gas facility relocations associated with the project. Field Orders 4 and 5 are also attached for use of Rock Excavation Allowance and additional time extensions.

Change Order originated by: ☐CITY OF FLAGSTAFF ☒CONTRACTOR ☐CONSULTANT ☐OTHER: ____

Project Manager	4-4-2019 Ryan Roberts Date	**Approval Recommended**	
Department Head	4-9-2019 Date	**Approval Recommended**	
C.O. Committee Chair	4-19-2019 Date	**Approval Recommended**	
Community Development	4/19/19 Date	**Approval Recommended**	
City Attorney Approval Date	4/19/19 Date	**Approval Recommended**	
Purchasing	4/19/19 Date	**Approval Recommended**	
City Manager	Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	120 Days	(____)	**ORIGINAL CONTRACT**	$ 1,283,633.00
PRIOR TIME CHANGES	85 Days	( )	**TOTAL PRIOR VALUE CHANGES**	$ 110.106.97
THIS TIME CHANGE	0 Days	(____)	**VALUE OF THIS CHANGE**	$ 71,691.01
NEW CONTRACT PERIOD	205 Days	(____)	**NEW CONTRACT**	$ 1,465,430.98

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Hunn Development Co. for Vintage Development, LLC

Accepted Date: April 4, 2019 **By:** Duane Hunn Duane M. Hunn

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. ____
☐ CONSULTING CONTRACT CHANGE ORDER NO. ____
☒ CONSTRUCTION CONTRACT CHANGE ORDER NO. 2
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO.	WW#3417	PROJECT NAME:	West Side Sewer Interceptor Ph 2
FILE NO.	03-18003	PROJECT MANAGER:	Ryan Roberts

JUSTIFICATION:

Unisource originally estimated the budget to relocate their existing gas facilities in Thompson at $35,000 which was included in the Bid Schedule and consequently made a part of the Eagle Mountain contract. After the Notice to Proceed, Eagle Mountain had the proposed sewer laid out on the surface of Thompson and the site was walked with Unisource comparing the proposed sewer to the Blue Staked Gas line. Unisource subsequently had to revise their cost estimate based on additional needed relocations.

The revised cost from Unisource came in at $86,180 and the patching of the boring pit locations by Eagle Mountain added $7,500 to the total cost. Taking out the previous budget of $35,000, the additional allowance needed to cover these costs comes to $71,691.01.

This Change Order requests the allowance budget of line 28 of the Bid Schedule to be increased from $35,000 to $106,691.01. The total Project Allowance Budget increases from $235,200 to $306,891.01

It is worth noting that the first update to the Unisource cost included the A/C patching and it was agreed to let Eagle Mountain do that work while they were already onsite for the patching over the new sewer, which brought the total cost down to the current proposed.

TIME ANALYSIS:

This change order includes a request to extend the Contract time frame by 17 days This time extension is related to the Hard Rock Excavation.

COST ANALYSIS:

The costs for this additional work seem to be in line with the original bid unit costs and industry norms.

CITY OF FLAGSTAFF		PROJECT STATUS FORM
PROJECT NAME: West Side Sewer Interceptor Phase 2	☐Design ☒Construction ☐Other	
PROJECT NO. WW#3417	FILE NO. 03-018003	
ACCT. NO.		
203-08-375-3417-0-4463	100%	$1,465,430.98
PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*		$1,465,430.98

COUNCIL APPROVAL:		ORIGINAL CONTRACT AMOUNT:	$1,283,633.00
PROJECT BUDGET ( )	$	FY:	2020
PROJECT BUDGET		FY:	
NOTICE TO PROCEED:	Oct 8, 2018	ORIGINAL CONTRACT PERIOD (calendar days):	120
ORIGINAL COMPLETION DATE:	Feb 5, 2019	ORIGINAL CONTRACT ALLOWANCE:	$235,200.00
CONSULTANT: Turner Engineering		LOCATION: West Kaibab and N Thompson Street	
CITY PROJECT MANAGER: Ryan Roberts			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
Field Order #1	$13,871.88	25	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Nov 13, 2018		145	Mar 2, 2019	
Field Order #2	$81,980.37	0	N/A	Trench Rock Excavation Allowance used due to Hard Rock.
Dec 6, 2018		145	Mar 2, 2019	
Field Order #3	$17,705.97	5	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Jan 4, 2019		150	Mar 7, 2019	
Field Order #4	$41,121.56	10	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock. R/R Unsuitable Materials Allowance used due to found fissures.
Feb 27, 2019		160	Mar 17, 2019	
CO#1	$110,106.97	28	N/A	Additional sewer work and traffic control at intersection of Kaibab and Thompson due to traffic control restrictions.
Jan 15, 2019	$1,393,739.97	188	April 14, 2019	
Field Order #5	$3,574.08	17	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Mar 26, 2019		205	May 1, 2019	
CO #2	$71,691.01	0	N/A	Additional Unisource gas relocation costs and AC Pavement Patching added to the Allowance budget.
Apr 4, 2018	$1,465,430.98	205	May 1, 2019	
FINAL PAYMENT				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	Line Number:	Amount $

Eagle Mountain Construction Co.

CHANGE ORDER PROPOSAL

To: **Vintage Patrners LLC** Project: **West Side Sewer Interceptor Phase 2**

Attn: **Duane Hunn** COP #: **3** Rev#: ____

Date: **12/11/18**

Description:

This COP is for additional work associated with the Unisource Gas Relocation. Includes additional costs from unisource gas as well as AC patching from EMC. Assuming approximatly 100 SY of AC Patching. This quantity could change depending on boring viability.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
00-0000		Additional unisource Gas Costs	1.0	LS	$ 53,180.00	$ 53,180.00
00-0000		AC Patching	100.0	SY	$ 75.00	$ 7,500.00
00-0000						
					Direct Costs	**$ 60,680.00**

Notice to Proceed Date	8-Oct-18	
Original Contract Time	120.0	days
Change in time by previous COP's	25.0	days
Revised Contract Time	145.0	days
Change in Time by this COP	0.0	days
Revised Contract Time	**145.0**	days
Revised Contract Completion Date	**2-Mar-19**	

Fee	10.0%	$ 6,068.00
Bond\Insur	1.5%	$ 1,001.22
Tax	5.8%	$ 3,941.79
Total this COP:		**$ 71,691.01**

Schedule Description:

This change adds an additional 0 days to the Contract time.

Jason Woods — 12/11/2018

Approval - EMC Project Manager — Date

Approval - Client — 4/4/2019 Date

CITY OF FLAGSTAFF PROJECT No. PZ-17-00187 03-18003
West Side Sewer Interceptor Phase II - Thompson-Kaibab
BID SCHEDULE
With City CO#2 (aka VP CO#5)

Description	Qty	Unit	Unit Price In Words	Unit Price In Figures	Total Price
DEMOLITION ITEMS					
1 Cut, Cap & Plug Existing 18" DIP Sewer Line (MAG S.D. 427)	1	EA	Eight Hundred Fifty Dollars and No Cents	$ 850.00	$850.00
2 Plug & Grout West Invert of Existing Manhole 2A-422	1	EA	Nine Hundred Eighty Dollars	$ 980.00	$980.00
3 Cut, Cap & Abandon in Place Existing Sewer Service (MAG S.D. 427)	7	EA	Ninety Three Dollars and No Cents	$ 93.00	$651.00
4 Remove & Replace Existing Fence In-kind	1	LS	One Thousand Three Hundred Sixty Five Dollars and No Cents	$ 1,365.00	$1,365.00
SEWER ITEMS					
5 Verify Existing Utility Locations, Sizes & Depths at Crossings	1	LS	Ten Thousand Three Hundred Dollars and No Cents	$ 10,300.00	$10,300.00
6 Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	334	LF	Four Hundred Fifty Dollars and No Cents	$ 415.00	$138,610.00
7 Install New 18" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Wet' Trench	503	LF	Three Hundred Forty Dollars and No Cents	$ 340.00	$171,020.00
8 Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	538	LF	Two Hundred Eighteen Dollars and No Cents	$ 218.00	$117,284.00
9 Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Wet' Trench	300	LF	Two Hundred Ninety Seven Dollars and No Cents	$ 297.00	$89,100.00
10 Install New 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	1230	LF	Two Hundred Twenty Dollars and No Cents	$ 220.00	$270,600.00
11 Jack & Bore 36" (Min.) Dia. 1/4 Thick Steel Casing (COF E.D. 9-06-010)	40	LF	Four Hundred Seventy Eight Dollars and No Cents	$ 478.00	$19,120.00
12 Install New 18" Class 250 DIP (n= 0.013) Sewer Line in 36" (Min.) Dia. Casing (COF E.D. 9-06-010)	40	LF	One Hundred Dollars and No Cents	$ 100.00	$4,000.00
13 Construct New Standard 5' Dia. Sewer Manhole Type 'A' (MAG S.D. 420) w/Standard Cover, Epoxy Coated	12	EA	Nine Thousand Three Hundred Fifteen Dollars and No Cents	$ 9,315.00	$111,780.00
14 Connect New 21" PVC Sewer Line to MH#111	1	EA	Two Hundred Six Dollars and No Cents	$ 206.00	$206.00
15 Install 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Stub-Out & Plug (COF E.D. 9-01-030/MAG S.D. 427)	1	EA	Nine Hundred Seventy Dollars and No Cents	$ 970.00	$970.00
EROSION & SEDIMENT CONTROL ITEMS					
16 Install & Maintain Temporary Stone Construction Entrances	1	LS	One Thousand Two Hundred Fifty Dollars and No Cents	$ 1,250.00	$1,250.00
17 Inspect Pavement (Daily) & Sweep Street to Remove Sediment, Mud, Debris, etc.	1	LS	Five Thousand Four Hundred Seventy Dollars and No Cents	$ 5,470.00	$5,470.00
18 Dust Control by Application of Reclaimed Water (MAG SPEC 104)	1	LS	One Thousand Two Hundred Seventy Five Dollars and No Cents	$ 1,275.00	$1,275.00
19 Install 8" Dia. Sediment Wattles as necessary	1	LS	One Thousand Three Hundred Seventy Five Dollars and No Cents	$ 1,375.00	$1,375.00
20 Lay 50# Sandbags End-to-End at Catch Basins	1	LS	Two Hundred Six Dollars and No Cents	$ 206.00	$206.00
21 Flush Existing Culverts to Remove Sediment & Debris	1	LS	Two Hundred Fifty Five Dollars and No Cents	$ 255.00	$255.00
22 Reseed All Disturbed Areas	1	LS	One Thousand One Hundred Twenty One Dollars and No Cents	$ 1,121.00	$1,121.00
23 Prepare and File NOI, Maintain SWPPP & File NOT	1	LS	Four Hundred Fifteen Dollars and No Cents	$ 415.00	$415.00
MISCELLANEOUS & CONTINGENCY ITEMS					
24 Mobilization & Demobilization	1	LS	Fifty Seven Thousand Nine Hundred Thirty Five Dollars and No Cents	$ 57,935.00	$57,935.00
25 Traffic Control Plan & Implementation per MUTCD	1	LS	Twenty Five Thousand Eight Hundred Seventy Dollars and No Cents	$ 25,870.00	$25,870.00
26 Pump Around Operations as Necessary to Facilitate Live Sewer Replacement	1	LS	Eight Thousand Five Hundred Forty Five Dollars and No Cents	$ 8,545.00	$8,545.00
27 Gas Relocate Coordination on Thompson Street	1	LS	Two Thousand Seven Hundred Fifty Dollars and No Cents	$ 2,715.00	$2,715.00
28 Gas Relocation Allowance for Unisource, Construction Contingency for Reimbursement of actual costs	1	LS	One Hundred Six Thousand Six Hundred Ninety One Dollars and One Cent	$ 106,691.01	$106,691.01
29 As-built/Record Drawings pursuant to Exhibit 'A'	1	LS	Fourty Thousand Eight Hundred Twenty Dollars and No Cents	$4,820.00	$4,820.00
30 Contingency Item: Trench Rock Excavation pursuant to Exhibit 'A'	1400	CY	One Hundred Thirteen Dollars and No Cents	$113.00	$158,200.00
31 Contingency Item: R&R Unsuitable Material	200	CY	Thirty Five Dollars and No Cents	$35.00	$7,000.00
32 Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #1	1	LS	Ten Thousand Dollars and No Cents	$10,000.00	$10,000.00
33 Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2	1	LS	Twenty Five Thousand Dollars and No Cents	$25,000.00	$25,000.00
34 Permit Fees	1	LS	Three Hundred Forty Five Dollars and No Cents	$345.00	$345.00
35 City Materials Testing Fee	1	LS	No Dollars and No Cents		
36 City CO#1 - VP CO#4 - Thompson & Kaibab Intersection Redesign	1	LS	One Hundred Ten Thousand One Hundred and Six Dollars and Ninety Seven Cents	$110,106.97	$110,106.97
TOTAL BID AMOUNT:				$	1,485,430.98
				In Figures	

QUICK ESTIMATE

Print Quick Estimate

Task Name	Thompson St Relocates	Task #	DF20881

MATERIALS

MATERIAL #	ITEM DESCRIPTION	QUANTITY	COST	AMOUNT
000000199	ANODE MAGNESIUM 5 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL MIXTURE 75 PERCENT HYDRATED GYPSUM 20 PERCENT	4	29.12	$ 116.48
000001230	PIPE HIGH DENSITY POLYETHYLENE 2 INCH IPS 500 FOOT ROLL SDR11 CEE RATED PERFORMANCE YELLOW STRIPE ASTM D-2513 CLASS C GRADE	1,237	1.28	$ 1,586.65
000004081	CAP WELD 2 IN STANDARD WEIGHT .154 WALL GRADE WPB DOMESTIC MANUFACTURER ONLY	4	13.81	$ 55.25
000004155	LINESTOP WELD 2 INCH SHORTSTOPP ANSI150 285MAOP T.D. WILLIAMSON 5-0212-0202-00	1	90.63	$ 90.63
000004206	PIPE STEEL FUSION BOND EPOXY 2 INCH .154 INCH WALL API5L-X42 GM-P100	2	11.81	$ 23.62
000004249	PRIMER QUART POLYKEN 1027	1	24.50	$ 24.50
000004271	TAPE MASTIC 2 INCH X 50 FOOT, ASTM D257 1000 AND ASTM E998 POLYKEN 930-35	8	9.95	$ 79.60
000004279	TEE STEEL WELD 3-WAY SHORTSTOPP 2 INCH ANSI150 TD WILLIAMSON	3	188.35	$ 565.04
000004405	CAP 2 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 ASTM D-2513 PERFORMANCE	12	2.79	$ 33.44
000004452	TEE 2 INCH IPS HIGH DENSITY POLYETHYLENE BUTT FUSION SDR11 100PSIG PERFORMANCE	3	7.75	$ 23.24
000004542	ANODE MAGNESIUM 17 POUND HIGH POTENTIAL IN CLOTH BAG WITH BACKFILL MIXTURE 75 PERCENT HYDRATED GYPSUM 20 PERCENT	3	65.82	$ 197.45
000004543	BOX CATHODIC 5 TERMINAL HANDLEY T4 TEST STATION	2	40.51	$ 81.01
000013686	WIRE COPPER 12 GAUGE 500 FOOT ROLL THHN SOLID WIRE WITH YELLOW 4 MIL PVC COATING AND INSULATION THICKNESS 015 INCH	1,500	0.12	$ 174.67
000014158	TAPE CAUTION 3 INCH X 1000 FOOT ROLL YELLOW, 4 MIL THICK, CAUTION BURIED GAS LINE BELOW LINETEC 3YL	2	11.31	$ 22.62
000014161	LOCATOR BALL GAS YELLOW 3M 1405-XR	8	8.24	$ 65.92
000015645	TRANSITION 2 INCH SCHEDULE 40 STEEL X 2 INCH IPS HIGH DENSITY POLYETHYLENE YELLOWSTRIPE 6350	3	46.11	$ 138.33
000016202	CASING 4 INCH IPS 20 FOOT STICK MEDIUM DENSITY POLYETHYLENE SDR11 ASTM D-2513 CEE RATED PERFORMANCE PIPE ALL ENDS MUST BE BEVELED	800	3.72	$ 2,975.16
000016403	6 3/4 YELLOW #2 INCH WITH ANCHOR 10 FOOT TEST LEADS AND COPPER TERMINALS ATTACHED TO BOTH SIDES DECAL CAUTION APPLIED	1	41.85	$ 41.85
000017583	TEE PE TAP HIGH FLOW 2 INCH X 2 INCH HDPE HP ELECTROFUSION ASTM D2513 AND F 1055 LABELED WITH CE ACCEPTABILITY BARCODE TO	8	37.08	$ 296.61
000001227	PIPE HIGH DENSITY POLYETHYLENE 3/4 INCH IPS 500 FOOT ROLL SDR11 CEE RATED PERFORMANCE YELLOWSTRIPE ASTM D 2513 CLASS C GRADE	117	0.52	$ 61.05
000017251	TEE PE TAP 2 INCH IPS SDR 11 X 3/4 INCH IPS SDR 11 HDPE ASTM D 2513 ISO 4437 ALUMINUM OF CE TEMPERATURE RATING MARKED ON FITTING	3	56.25	$ 168.76
000017267	COUPLING PE 3/4 INCH IPS SDR 11 HDPE ASTM D 2513 ISO 4437 MINIMUM OF CE TEMPERATURE RATING MARKED ON FITTING	2	16.18	$ 32.35

SUB TOTAL	$	6,854.24
STORES CLEARING	$	703.25
TOTAL MATERIALS	$	7,557.49

REGULAR LABOR

EMPLOYEE	HOURS	RATE	AMOUNT
2 Man Crew	140	$ 50.68	$ 7,095.20
3 Man Crew			$ -
Planner	8	$ 25.11	$ 200.88
Utility Person			$ -
Crewman			$ -
Service Tech			$ -
TOTAL CLS LABOR			$ 7,296.08
Foreman			$ -
Measurement Tech			$ -
Inspector/Engineer	2	$ 35.00	$ 70.00
TOTAL REGULAR LABOR			$ 7,366.00

OVERTIME LABOR

EMPLOYEE	HOURS	RATE	AMOUNT
2 Man Crew			$ -
3 Man Crew			$ -
Planner			$ -
Utility Person			$ -
Crewman			$ -
Service Tech			$ -
TOTAL CLS LABOR			$ -
Measurement Tech			$ -
Foreman			$ -
TOTAL OVERTIME LABOR			$ -

CONTRACT WORK

TOTAL CONTRACT WORK FROM CONTRACTOR WORKSHEET	$	-
NPL BID (used only when work isn't covered under blanket		

MISCELLANEOUS / OTHER MATERIALS

ITEM	QUANTITY	COST	AMOUNT
Electrical tape 3m 3/4 x 66	10	$3.67	$ 36.70
Sand (CY)	30	$16.49	$ 494.70
Slurry (CY)	50	$100.00	$ 5,000.00
Boring (NCS) Good soil conditions		$26.00	$ -
Hauling / Haul off	1	$500.00	$ 500.00
Boring (NCS) Adverser rock	820	$65.00	$ 53,300.00
TOTAL MISCELLANEOUS			$ 59,331.40

TOTALS

AFUDC MONTHS	1	$ 613
COMPANY LABOR		$ 12,018
MATERIALS INVENTORY		$ 6,854
MATERIALS PURCHASED		$ 59,331
SMALL TOOLS		$ 508
STORES CLEARING		$ 703
OUTSIDE SERVICES (CONTRACT WORK)		$ -
TRAVEL		$ -
OVERHEADS		$ 4,779
TRANSPORTATION		$ 3,374
SUBTOTAL		$ 87,567
TOTAL		$ 88,180

Residential ICS as calculated on attached sheet	$	-
Commercial ICS as calculated on attached sheet		
Total Allowance	$	-
Advance Required	$	88,180

TRAVEL (ET 283 & 284)

Description	# of Days	Daily Rate per Person	Amount
TOTAL TRAVEL			$ -

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. ____
☐ CONSULTING CONTRACT CHANGE ORDER NO. ____
☒ CONSTRUCTION CONTRACT CHANGE ORDER NO. 3
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. WW#3417 **PROJECT NAME:** West Side Sewer Interceptor Ph 2

FILE NO. 03-18003 **PROJECT MANAGER:** Ryan Roberts

TO: Vintage Development, LLC – Contracted with Eagle Mountain Construction, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

This Change Order is for additional hard rock excavation encountered on the project and adds 600 CY to Line 30 for the existing *Trench Rock Excavation* contingency, bringing the total allowance to 2,000 CY.

The budget for Line 33 "*Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2*" is reduced by $15,000 due to a lack of need.

Change Order originated by: ☐ CITY OF FLAGSTAFF ☒ CONTRACTOR ☐ CONSULTANT ☐ OTHER: ____

Project Manager	4-4-2019 Ryan Roberts Date	**Approval Recommended**	
Department Head	4-19-2019 Date	**Approval Recommended**	
C.O. Committee Chair	4-19-2019 Date	**Approval Recommended**	
Community Development	4-19-19 Date	**Approval Recommended**	
City Attorney Approval Date	4/19/19 Date	**Approval Recommended**	
Purchasing	4/19/19 Date	**Approval Recommended**	
City Manager	Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	120 Days	(____)	**ORIGINAL CONTRACT**	$ 1,283,633.00
PRIOR TIME CHANGES	85 Days	( )	**TOTAL PRIOR VALUE CHANGES**	$ 181,797.98
THIS TIME CHANGE	0 Days	(____)	**VALUE OF THIS CHANGE**	$ 52,800.00
NEW CONTRACT PERIOD	205 Days	(____)	**NEW CONTRACT**	$ 1,518,230.98

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Hunn Development Co. for Vintage Development, LLC

Accepted Date: April 4, 2019 **By:** Duane Hunn Duane M. Hunn

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☐ CONSULTING CONTRACT CHANGE ORDER NO.
☒ CONSTRUCTION CONTRACT CHANGE ORDER NO. 3
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO.	WW#3417	**PROJECT NAME:**	West Side Sewer Interceptor Ph 2
FILE NO.	03-18003	**PROJECT MANAGER:**	Ryan Roberts

JUSTIFICATION:

Budget Line 30: "*Contingency Item: Trench Rock Excavation pursuant to Exhibit 'A'*"

Turner Engineering estimated a maximum of 1,400 CY of Hard Rock Excavation based on the Geotechnical report that was prepared in support of the design on the project. Based on the borings, it was believed the bulk of the rock excavation would occur on the south end of Thompson Street. As it turned out there was significant rock excavation required on Kaibab before they made it to Thompson. It is believed that an additional 600 CY of allowance will be adequate to cover the remainder of the project.

Budget Line 33: "*Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2*" was intended to cover any need to relocate underground piping or other facilities that were not known about at the time of bidding. To date there has been no need to utilize this allowance and the contractor has made it through the most congested areas of the project. Reducing the allowance from $25,000 to $10,000 is believed to leave adequate budget in place for any expected efforts related to this allowance.

This Change Order requests the Allowance Budget of line 30 of the Bid Schedule to be increased from 1,400 CY to 2,000 CY, or a total cost of $158,200 to $226,000; and the Allowance Budget of line 33 of the Bid Schedule to be Reduced from $25,000 to $10,000; resulting in a net Allowance and Contract increase of $52,800.00

TIME ANALYSIS:

There is no time extension request associated with this Change Order.

COST ANALYSIS:

The contract was set up with a fixed unit cost per CY of Trench Rock Excavation. Eagle Mountain's bid of $113 per CY has been applied to the additional 600 CY which applies the previously competitively bid amount to this change order.

CITY OF FLAGSTAFF		PROJECT STATUS FORM
PROJECT NAME: West Side Sewer Interceptor Phase 2	☐Design ☒Construction ☐Other	
PROJECT NO. WW#3417	FILE NO. 03-018003	
ACCT. NO.		
203-08-375-3417-0-4463	100%	$1,518,230.98
PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*		$1,518,230.98

COUNCIL APPROVAL:		ORIGINAL CONTRACT AMOUNT:	$1,283,633.00
PROJECT BUDGET ( )	$	FY:	2020
PROJECT BUDGET		FY:	
NOTICE TO PROCEED:	Oct 8, 2018	ORIGINAL CONTRACT PERIOD (calendar days):	120
ORIGINAL COMPLETION DATE:	Feb 5, 2019	ORIGINAL CONTRACT ALLOWANCE:	$235,200.00
CONSULTANT: Turner Engineering		LOCATION: West Kaibab and N Thompson Street	
CITY PROJECT MANAGER: Ryan Roberts			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
Field Order #1	$13,871.88	25	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Nov 13, 2018		145	Mar 2, 2019	
Field Order #2	$81,980.37	0	N/A	Trench Rock Excavation Allowance used due to Hard Rock.
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Field Order #3	$17,705.97	5	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Jan 4, 2019		150	Mar 7, 2019	
Field Order #4	$41,121.56	10	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock. R/R Unsuitable Materials Allowance used due to found fissures.
Feb 27, 2019		160	Mar 17, 2019	
CO#1	$110,106.97	28	N/A	Additional sewer work and traffic control at intersection of Kaibab and Thompson due to traffic control restrictions.
Jan 15, 2019	$1,393,739.97	188	April 14, 2019	
Field Order #5	$3,574.08	17	N/A	Trench Rock Excavation Allowance used and time extension due to Hard Rock.
Mar 26, 2019		205	May 1, 2019	
CO #2	$71,691.01	0	N/A	Additional Unisource gas relocation costs and AC Pavement Patching added to the Allowance budget.
April 4, 2019	$1,465,430.98	205	May 1, 2019	
CO #3	$52,800.00	0	N/A	Additional Trench Rock Excavation costs added to the Allowance Budget. Line 33 budget reduced.
April 4, 2019	$1,518,230.98	205	May 1, 2019	
FINAL PAYMENT				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	Line Number:	Amount $

Eagle Mountain Construction Co.

CHANGE ORDER PROPOSAL

To: **Vintage Patrners LLC** Project: **West Side Sewer Interceptor Phase 2**

Attn: **Duane Hunn** COP #: **9** Rev#: **2**

Date: **4/8/19**

Description:

This COP is for additional hard rock excavation under bid schedule line 30. CO #3 added approximatly 132 CY to the line 30 contigency. The intent is to bring the total contigency from 1400 to 2000 CY.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
00-0000		Additional Hard Rock excavation needed	600.0	CY	$ 113.00	$ 67,800.00
00-0000		Less Credit from CO#3	1.0	LS	$ (15,000.00)	$ (15,000.00)
					Direct Costs	**$ 52,800.00**

Notice to Proceed Date	8-Oct-18	
Original Contract Time	120.0	days
Change in time by previous COP's	85.0	days
Revised Contract Time	205.0	days
Change in Time by this COP	0.0	days
Revised Contract Time	**205.0**	days
Revised Contract Completion Date	**1-May-19**	

Fee	0.0%	$ -
Bond\Insur	0.0%	$ -
Tax	0.0%	$ -
Total this COP:		**$ 52,800.00**

Schedule Description:

This change adds an additional X days to the Contract time.

Jason Woods 4/8/2019

Approval - EMC Project Manager Date

Approval - Client Date: 4/8/2019

CITY OF FLAGSTAFF PROJECT No. PZ-17-00167 03-16003
West Side Sewer Interceptor Phase II - Thompson-Kaibab
BID SCHEDULE
With City CO#3 (aka VP CO#3 and CO#5)

	Description	Qty	Unit	Unit Price In Words	Unit Price In Figures	Total Price
	DEMOLITION ITEMS					
1	Cut, Cap & Plug Existing 16" DIP Sewer Line (MAG S.D. 427)	1	EA	Eight Hundred Fifty Dollars and No Cents	$ 850.00	$850.00
2	Plug & Grout West Invert of Existing Manhole 2A-422	1	EA	Nine Hundred Eighty Dollars	$ 980.00	$980.00
3	Cut, Cap & Abandon in Place Existing Sewer Service (MAG S.D. 427)	7	EA	Ninety Three Dollars and No Cents	$ 93.00	$651.00
4	Remove & Replace Existing Fence In-kind	1	LS	One Thousand Three Hundred Sixty Five Dollars and No Cents	$ 1,365.00	$1,365.00
	SEWER ITEMS					
5	Verify Existing Utility Locations, Sizes & Depths at Crossings	1	LS	Ten Thousand Three Hundred Dollars and No Cents	$ 10,300.00	$10,300.00
6	Install New 16" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	334	LF	Four Hundred Fifty Dollars and No Cents	$ 415.00	$138,610.00
7	Install New 16" Class 250 DIP (n= 0.013) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Wet' Trench	503	LF	Three Hundred Forty Dollars and No Cents	$ 340.00	$171,020.00
8	Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	539	LF	Two Hundred Eighteen Dollars and No Cents	$ 218.00	$117,284.00
9	Install New 18" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Wet' Trench	300	LF	Two Hundred Ninety Seven Dollars and No Cents	$ 297.00	$89,100.00
10	Install New 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Line (COF E.D. 9-01-030 & 9-01-032) - Including pavement R&R - 'Dry' Trench	1230	LF	Two Hundred Twenty Dollars and No Cents	$ 220.00	$270,600.00
11	Jack & Bore 36" (Min.) Dia. 1/4 Thick Steel Casing (COF E.D. 9-06-010)	40	LF	Four Hundred Seventy Eight Dollars and No Cents	$ 478.00	$19,120.00
12	Install New 16" Class 250 DIP (n= 0.013) Sewer Line in 36" (Min.) Dia. Casing (COF E.D. 9-06-010)	40	LF	One Hundred Dollars and No Cents	$ 100.00	$4,000.00
13	Construct New Standard 5' Dia. Sewer Manhole Type 'A' (MAG S.D. 420) w/Standard Cover, Epoxy Coated	12	EA	Nine Thousand Three Hundred Fifteen Dollars and No Cents	$ 9,315.00	$111,780.00
14	Connect New 21" PVC Sewer Line to MH#11	1	EA	Two Hundred Six Dollars and No Cents	$ 206.00	$206.00
15	Install 21" PS 46 Solid Wall PVC (n= 0.010) Sewer Stub-Out & Plug (COF E.D. 9-01-030/MAG S.D. 427)	1	EA	Nine Hundred Seventy Dollars and No Cents	$ 970.00	$970.00
	EROSION & SEDIMENT CONTROL ITEMS					
16	Install & Maintain Temporary Stone Construction Entrance(s)	1	LS	One Thousand Two Hundred Fifty Dollars and No Cents	$ 1,250.00	$1,250.00
17	Inspect Pavement (Daily) & Sweep Street to Remove Sediment, Mud, Debris, etc.	1	LS	Five Thousand Four Hundred Seventy Dollars and No Cents	$ 5,470.00	$5,470.00
18	Dust Control by Application of Reclaimed Water (MAG SPEC 104)	1	LS	One Thousand Two Hundred Seventy Five Dollars and No Cents	$ 1,275.00	$1,275.00
19	Install 8" Dia. Sediment Wattles as necessary	1	LS	One Thousand Three Hundred Seventy Five Dollars and No Cents	$ 1,375.00	$1,375.00
20	Lay 50# Sandbags End-to-End at Catch Basins	1	LS	Two Hundred Six Dollars and No Cents	$ 206.00	$206.00
21	Flush Existing Culverts to Remove Sediment & Debris	1	LS	Two Hundred Fifty Five Dollars and No Cents	$ 255.00	$255.00
22	Reseed All Disturbed Areas	1	LS	One Thousand One Hundred Twenty One Dollars and No Cents	$ 1,121.00	$1,121.00
23	Prepare and File NOI, Maintain SWPPP & File NOT	1	LS	Four Hundred Fifteen Dollars and No Cents	$ 415.00	$415.00
	MISCELLANEOUS & CONTINGENCY ITEMS					
24	Mobilization & Demobilization	1	LS	Fifty Seven Thousand Nine Hundred Thirty Five Dollars and No Cents	$ 57,935.00	$57,935.00
25	Traffic Control Plan & Implementation per MUTCD	1	LS	Twenty Five Thousand Eight Hundred Seventy Dollars and No Cents	$ 25,870.00	$25,870.00
26	Pump Around Operations as Necessary to Facilitate Live Sewer Replacement	1	LS	Eight Thousand Five Hundred Forty Five Dollars and No Cents	$ 8,545.00	$8,545.00
27	Gas Relocate Coordination on Thompson Street	1	LS	Two Thousand Seven Hundred Fifty Dollars and No Cents	$ 2,715.00	$2,715.00
28	Gas Relocation Allowance for Unisource, Construction Contingency for Reimbursement of actual costs	1	LS	One Hundred Six Thousand Six Hundred Ninety One Dollars and One Cent	$ 106,691.01	$106,691.01
29	As-built/Record Drawings pursuant to Exhibit 'A'	1	LS	Fourty Thousand Eight Hundred Twenty Dollars and No Cents	$4,820.00	$4,820.00
30	Contingency Item: Trench Rock Excavation pursuant to Exhibit 'A'	2000	CY	One Hundred Thirteen Dollars and No Cents	$113.00	$226,000.00
31	Contingency Item: R&R Unsuitable Material	200	CY	Thirty Five Dollars and No Cents	$35.00	$7,000.00
32	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #1	1	LS	Ten Thousand Dollars and No Cents	$10,000.00	$10,000.00
33	Contract Allowance pursuant to Special Provision §104.2.3 Due to Extra Work #2	1	LS	Ten Thousand Dollars and No Cents	$10,000.00	$10,000.00
34	Permit Fees	1	LS	Three Hundred Forty Five Dollars and No Cents	$345.00	$345.00
35	City Materials Testing Fee	1	LS	No Dollars and No Cents		
36	City CO#1 - VP CO#4 - Thompson & Kaibab Intersection Redesign	1	LS	One Hundred Ten Thousand One Hundred and Six Dollars and Ninety Seven Cents	$110,106.97	$110,106.97
TOTAL BID AMOUNT:						$ 1,818,220.98
	One Million Five Hundred Eighteen Thousand Two Hundred Thirty Dollars and Ninety Eight Cents Total Bid - In Words					In Figures

TURNER ENGINEERING INC.
CONSULTING CIVIL ENGINEERING

Paul W. Turner, P.E. CFM
Michael D. Kearly, P.E. CFM

September 16, 2019

Ryan Roberts, PE
Engineering Manager
City of Flagstaff Water Services
2323 N Walgreens Street
Flagstaff, AZ 86004

RE: Westside Sewer Interceptor – Phase II Thompson-Kaibab

Dear Mr. Roberts,

Turner Engineering, Inc. has provided the design and engineering for the aforementioned project and as such are the Engineers' of Record for that effort.

Pursuant to your request we have evaluated the documents for reimbursement of the construction cost, change orders and reimbursements of the Westside Sewer Interceptor – Phase II Thompson-Kaibab Project. The attached Summary shows the original contract amount and the subsequent change orders and reimbursements. It is our opinion that requested amount of $1,588,046.50 is the correct amount.

Sincerely,
Turner Engineering, Inc.

Paul W. Turner, P.E. CFM
President

Attachment:

Summary Page 1 of 1

Westside Sewer Interceptor-Phase 2

Actual Costs

July 2019 Draw Request

As Of 9/12/2019

	Budget Estimate	Under Contract or Estimated	Invoices Approved for Pmnt.	Remaining in Contract		Notes
Land Acquisition Costs				Contract - Inv		
Totals:	$ -	$ -	$ -	$ -		
Design and Entitlement Costs				Contract - Inv		
Totals:	$ -	$ -	$ -	$ -		
Construction Costs				Contract - Inv		
Sewer Construction Eagle Mountain	$ 1,283,633.00	$ 1,283,633.00	$ 1,283,633.00	$ -		
CO#1-Redesign of intersection	$ 110,106.97	$ 110,106.97	$ 110,106.97	$ -		
CO#2-Unisource Gas Relocations	$ 71,691.01	$ 71,691.01	$ 71,691.01	$ -		
CO#3-Additional Rock excavation	$ 52,800.00	$ 52,800.00	$ 52,800.00	$ -		
Unused Contract Allowance	$ -	$ -	$ (13,598.00)	$ (13,598.00)		
	$ -	$ -	$ -	$ -		
Materials Testing and Inspections	$ 20,112.63	$ 20,112.63	$ 20,112.63	$ -		
Construction Management	$ 60,185.31	$ 60,185.31	$ 60,185.31	$ -		
Repro, Deliveries, Reimbursements	$ 3,115.58	$ 3,115.58	$ 3,115.58	$ -		
	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -		
Totals:	$ 1,601,644.50	$ 1,601,644.50	$ 1,588,046.50	$ (13,598)	$ -	
Administrative Costs				Contract - Inv		
Totals:	$ -	$ -	$ -	$ -		
Total Project Costs:	$ 1,601,644.50	$ 1,601,644.50	$ 1,588,046.50	$ (13,598)		

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Gullickson, Planning Development Manager
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration and Approval of Final Plat Request by Wedge LLC., for final subdivision plat approval for The Wedge, consisting of 47 single-family residential lots located on 47.36 acres within the Rural Residential (RR) zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign the plat and City Subdivider Agreement when notified by Staff that the documents are ready for recording.

Executive Summary:

This is a request for final plat approval for the subdivision known as The Wedge, consisting of 47 single-family residential lots, public streets and open space. Final plats require the approval of the City Council. See the attached vicinity map for location.

Financial Impact:

This subdivision includes public roadways. Public roads require long term maintenance and snowplowing, both of which are provided by the City Public Works Division.

Policy Impact:

There are no policy impacts affiliated with this final plat.

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

Council Goals
Economic Development - Grow and strengthen a more equitable and resilient economy.

Team Flagstaff Strategic Plan
Work in partnership to enhance a safe and livable community.

Flagstaff Regional Plan

-Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve view sheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
-Policy CC.4.2. Design utilities and infrastructure to be contextual and considered as part of the overall design aesthetics.
-Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban and rural.

Has There Been Previous Council Decision on This:

On March 7, 2017, the City Council approved the preliminary plat.

Options and Alternatives:

1. Approve the final plat with no conditions.
2. Approve the final plat with added conditions.
3. Deny the final plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications or New Infrastructure.

Background/History:

The applicant, Wedge LLC, is seeking final plat approval for a 47-lot single-family residential subdivision. The Wedge is a property located on the west edge of the city limits adjacent to the Flagstaff Ranch Golf Club and south of the W.L. Gore campus on Kiltie Lane. The property is known as The Wedge due to the triangular shape that tapers at the south end of the property.

The subdivision will create 47 single-family residential lots within the Rural Residential (RR) Zone. The RR zone allows a gross density of one unit per acre where a public water supply and public streets are available to serve the property. The proposed lot sizes vary from .38 acres to .77 acres with an average of approximately .48 acres. In order to approve lots less than one acre in size, this application is using the Planned Residential Development option permitted in the RR zone. Then utilizing the Single Family Estate building type conforming to the T3 Neighborhood 2 (T3N.2) transect zone development standards.

Community Benefits and Considerations:

The proposal promotes new development appropriate to the existing zoning district while extending City infrastructure.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the final plat review process.

Attachments:

The Wedge final plat
Final Plat Application
Subdivider Agreement
Vicinity Map

PLOTTED: Jul 17, 2019–4:53pm

FINAL PLAT
FOR THE WEDGE

LOCATED IN THE WEST HALF OF
SECTION 30, TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN, COCONINO
COUNTY, CITY OF FLAGSTAFF, ARIZONA

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL MEN BY THESE PRESENTS: THAT WEDGE, LLC., ("OWNER") HAS SUBDIVIDED UNDER THE NAME OF 'THE WEDGE', LOCATED IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE PLAT OF 'THE WEDGE' AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND DIMENSIONS OF THE LOTS AS SHOWN HEREON AND THAT EACH SHALL BE KNOWN BY THE NUMBER GIVEN ON SAID PLAT.

THE OWNER HEREBY DEDICATES TO THE CITY OF FLAGSTAFF:

1. THOSE PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN HEREON FOR THE BENEFIT OF ALL AUTHORIZED UTILITY COMPANIES FOR PUBLIC UTILITY INSTALLATION, MAINTENANCE, AND ACCESS PURPOSES ONLY.
2. THOSE RIGHTS OF WAY (R.O.W.) SHOWN HEREON FOR USE/ACCESS BY THE PUBLIC AND USE BY ALL AUTHORIZED COMPANIES FOR THE CITY OF FLAGSTAFF.
3. TRACTS B, C, D, E, F, G, H, I, ARE DEDICATED TO 'THE WEDGE' HOA AS OPEN SPACE, DRAINAGE, AND DETENTION AS SHOWN HEREON.
4. A 30' P.U.E. AND PUBLIC DRAINAGE EASEMENT FOR ACCESS TO KILTIE LANE AS SHOWN HEREON.
5. A 30' 'FUTS' EASEMENT TO BE DEDICATED BY A SEPARATE INSTRUMENT AS SHOWN HEREON.

IN WITNESS WHEREOF, THE DECLARANT HAS CAUSED THIS DECLARATION TO BE DULY EXECUTED AS OF THIS_____ DAY OF _____, 20___.

BY: WEDGE, LLC

BY: _____
BRIAN RHOTON
ITS: MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE

UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT WEDGE, LLC, AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

LEGAL DESCRIPTION (APN: 112-08-004B, RECORDER INSTRUMENT NO. 3802000)

A PORTION OF LOTS 1 THROUGH 4, INCLUSIVE IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST SECTION COMER OF SAID SECTION 30, SAID POINT BEING 0 FOUND 3– COP, THENCE N 01 06' 37– E [BASIS OF BEARING: CASE 8, MOP 64], ALONG THE WEST SECTION LINE OF SAID SECTION 30, FOR 0 DISTANCE OF 2707.85 FEET TO A FOUND L/2" REBAR W/RED COP, SAID POINT BEING THE WEST 1/4 OF SAID SECTION 30;

THENCE N 01° 19' 24" E, ALONG SAID WEST SECTION LINE, FOR 0 DISTANCE OF 2706.08 FEET TO A FOUND 3" BRASS CAP, SAID POINT BEING THE NORTHWEST SECTION CORNER OF SAID SECTION 18;

THENCE N 89° 45' 45" E, ALONG THE NORTH SECTION LINE OF SAID SECTION 30, FOR A DISTANCE OF 52.60 FEET TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING ON THE SOUTHERLY PARCEL LINE OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "B" RECORDED IN DOCKET 1305, PAGE 073 OF THE RECORDS OF COCONINO COUNTY, ARIZONA, FROM WHICH THE NORTH 1/4 OF SAID SECTION 30 BEARS N 89° 45' 45" E A DISTANCE OF 2579.43 FEET;

THENCE S 60° 08' 57" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 154.91 FEET TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12° 26' 12" AND A RADIUS OF 479.27 FEET, FOR A DISTANCE OF 104.03 FEET, THE CHORD OF SAID CURVE BEARS S 53'56'00" E FOR 103.83 FEET, TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A POINT OF TANGENCY;

THENCE S 47° 42' 54" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 104.92 FEET TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13° 19' 31" AND A RADIUS OF 368.98 FEET, FOR A DISTANCE OF 85.81 FEET, THE CHORD OF SAID CURVE BEARS S 54° 22' 40" E FOR 85.62 FEET, TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT;

THENCE S 61° 02' 45" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 98.24 FEET TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05° 22' 56" AND A RADIUS OF 622.29 FEET, FOR A DISTANCE OF 58.46 FEET, THE CHORD OF SAID CURVE BEARS S 58° 21' 37" E FOR 58.44 FEET, TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A POINT OF TANGENCY;

THENCE S 55° 40' 09" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 253.77 FEET TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02° 41' 24" AND A RADIUS OF 1386.42 FEET, FOR A DISTANCE OF 65.09 FEET, THE CHORD OF SAID CURVE BEARS S 54° 19' 32" E FOR 65.09 FEET. TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT;

THENCE S 52° 58' 48" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 321.93 FEET TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE ON THE CENTERLINE OF WOODY MOUNTAIN ROAD;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00° 56' 40" AND A RADIUS OF 954.93 FEET, FOR A DISTANCE OF 15.74 FEET, THE CHORD OF SAID CURVE BEARS S 42° 54' 16" W FOR 15.74 FEET, TO THE INTERSECTION OF THE CENTERLINE OF SAID WOODY MOUTAIN ROAD AND THE CENTERLINE OF KILTIE LANE;

THENCE CONTINUE SOUTHWESTERLY ALONG SAID CENTERLINE, ALONG SAID CURVE TO THE LEFT. HAVING A CENTRAL ANGLE OF 23° 09' 43" AND A RADIUS OF 954.93 FEET, FOR A DISTANCE OF 386.03 FEET, THE CHORD OF SAID CURVE BEARS S 30° 51' 11" W FOR 383.41 FEET, TO A POINT OF TANGENCY;

THENCE S 19– 16' 20– W FOR A DISTANCE OF 2305.44 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15° 30' 24" AND A RADIUS OF 716.20 FEET, FOR A DISTANCE OF 193.84 FEET, THE CHORD OF SAID CURVE BEARS S 11° 31' 08" W FOR 193.25 FEET, TO A POINT OF TANGENCY;

THENCE S 03° 45' 56" W FOR A DISTANCE OF 1997.22 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 30, FROM WHICH THE SOUTH 1/4 OF SAID SECTION 30 BEARS N 87° 48' 50" E A DISTANCE OF 2684.53 FEET;

THENCE S 87° 48' 50" W, ALONG SAID SOUTH SECTION LINE, FOR A DISTANCE OF 50.27 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM:

A PORTION OF A PARCEL OF LAND DESCRIBED IN CERTIFICATE OF PURCHASE RECORDED IN INSTRUMENT #3157989, SITUATED IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST SECTION COMER OF SAID SECTION 30, SAID POINT BEING A FOUND 3" COP, THENCE N 89° 45' 45" E [BASIS OF BEARING (SOUTHWEST SECTION COMER TO WEST 1/4 COMER): N 01° 06' 37" E (CASE 8, MAP 64)], ALONG THE NORTH SECTION LINE OF SAID SECTION 30, FOR A DISTANCE OF 52.60 FEET TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING ON THE SOUTHERLY PARCEL LINE OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "B" RECORDED IN DOCKET 1305, PAGE 073 OF THE RECORDS OF COCONINO COUNTY, ARIZONA. FROM WHICH THE NORTH 1/4 OF SAID SECTION 30 BEARS N 89° 45' 45" E A DISTANCE OF 2579.43 FEET;

THENCE S 60° 08' 57" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 154.91 FEET TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12° 26' 12" AND A RADIUS OF 479.27 FEET, FOR A DISTANCE OF 104.03 FEET, THE CHORD OF SAID CURVE BEARS S 53° 56' 00" E FOR 103.83 FEET, TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A POINT OF TANGENCY;

THENCE S 47° 42' 54" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 104.92 FEET TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13° 19' 31" AND A RADIUS OF 368.98 FEET, FOR A DISTANCE OF 85.81 FEET, THE CHORD OF SAID CURVE BEARS S 54° 22' 40" E FOR 85.62 FEET, TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT;

THENCE S 61° 02' 45" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 98.24 FEET TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05° 22' 56" AND A RADIUS OF 622.29 FEET, FOR A DISTANCE OF 58.46 FEET, THE CHORD OF SAID CURVE BEARS S 55° 21' 37" E FOR 58.44 FEET, TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A POINT OF TANGENCY;

THENCE S 55° 40' 09" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 253.77 FEET TO A FOUND L/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY PARCEL LINE, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02° 41' 24" AND A RADIUS OF 1386.42 FEET, FOR A DISTANCE OF 65.09 FEET, THE CHORD OF SAID CURVE BEARS S 54° 19' 32" E FOR 65.09 FEET. TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT;

THENCE S 52° 58' 48" E, ALONG SAID SOUTHERLY PARCEL LINE, FOR A DISTANCE OF 321.93 FEET TO A FOUND 1/2" REBAR W/CAP 14671, SAID POINT BEING A NON–TANGENT POINT OF CURVATURE ON THE CENTERLINE OF WOODY MOUNTAIN ROAD AS DESCRIBED IN DOCKET 175, PAGE 394;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00° 56' 40" AND A RADIUS OF 954.93 FEET. FOR A DISTANCE OF 15.74 FEET, THE CHORD OF SAID CURVE BEARS S 42° 54' 16" W FOR 15.74 FEET, TO A POINT ON THE SAID CURVE;

THENCE CONTINUE SOUTHWESTERLY ALONG SAID CENTERLINE, ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03' 00' 05" AND A RADIUS OF 954.93 FEET, FOR A DISTANCE OF 50.02 FEET, THE CHORD OF SAID CURVE BEARS S 40° 55' 58" W FOR 50.02 FEET, TO A NON–TANGENT POINT;

THENCE N 47° 33' 58" W FOR A DISTANCE OF 101.31 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06° 32' 24" AND A RADIUS OF 600.70 FEET, FOR A DISTANCE OF 68.57 FEET, THE CHORD OF SAID CURVE BEARS N 50° 50' 11" W FOR 68.53 FEET, TO A POINT OF TANGENCY;

THENCE N 54° 06' 21" W FOR A DISTANCE OF 425.74 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08° 30' 09" AND A RADIUS OF 400.90 FEET, FOR A DISTANCE OF 59.49 FEET, THE CHORD OF SAID CURVE BEARS N 58° 21' 26" W FOR 59.44 FEET, TO A POINT OF TANGENCY;

THENCE N 62° 36' 31" W FOR A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15° 0L' 30" AND A RADIUS OF 500.00 FEET, FOR A DISTANCE OF 131.12 FEET, THE CHORD OF SAID CURVE BEARS N 55° 05' 45" W FOR 130.74 FEET, TO A POINT OF TANGENCY;

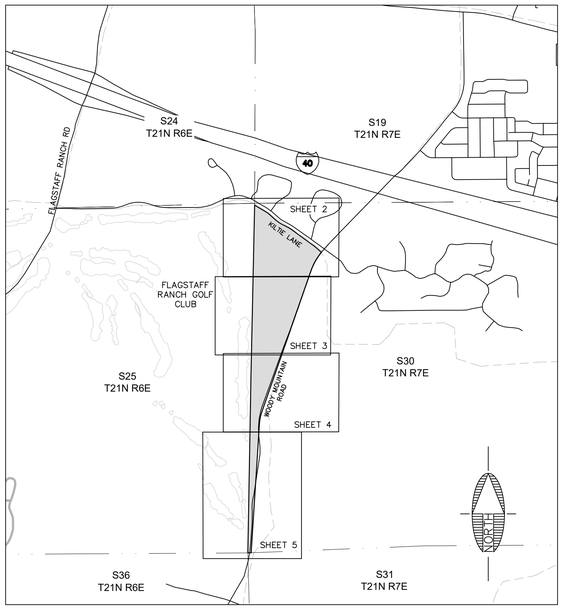
THENCE N 47° 35' 00" W FOR A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11° 38' 32" AND A RADIUS OF 400.00 FEET, FOR A DISTANCE OF 81.28 FEET, THE CHORD OF SAID CURVE BEARS N 53° 24' 16" W FOR 81.14 FEET, TO A POINT OF TANGENCY;

THENCE N 59° 13' 32" W FOR A DISTANCE OF 200.30 FEET TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 30;

THENCE N 01° 19' 24" E. ALONG SAID WEST SECTION LINE, FOR A DISTANCE OF 29.37 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPTING ALL OIL, GAS, METALS AND MINERAL RIGHTS AND RIGHT TO OTHER MATERIALS, AS APPROVED BY ARS 37–231, TOGETHER WITH ALL GEOTHERMAL RESOURCES AS PROVIDED BY ARS 37–231 AS RESERVED IN PATENT FROM THE STATE OF ARIZONA, RECORDED JULY 1, 2004 AS INSTRUMENT 04–3270942.



LOCATION MAP
NO SCALE

LEGEND

- ROAD CENTERLINE
- LOT LINE
- ROW
- EASEMENT
- SUBDIVISION BOUNDARY
- SECTION LINE
- EX. LOT LINE
- EX. EASEMENT
- (R1) ALTA/ACSM LAND TITLE SURVEY BY NORTHLAND EXPLORATION SURVEYS, INC. STAMPED BY KENNETH A. KREINKE, RLS 14671 ON 03/27/2012.
- CENTERLINE MONUMENT TO BE SET UPON COMPLETION OF CONSTRUCTION
- INTERIOR LOT CORNER TO BE SET UPON COMPLETION OF CONSTRUCTION
- ½" REBAR W/ ALUMINUM CAP 'LS 14671'
- SECTION CORNER AS NOTED
- CALCULATED POINT
- LOT 44 — LOT #
- 10298.04 — LOT SQUARE FOOTAGE
- 0.24 — LOT ACREAGE

PROJECT OWNER:
WEDGE, LLC
3605 S. FLAGSTAFF RANCH ROAD
FLAGSTAFF, AZ 86005
(928) 774–3826
BRIAN RHOTON

CIVIL ENGINEER:
SHEPHARD WESNITZER INC.
ART BECKWITH, PE #28658
75 KALLOF PLACE
SEDONA, AZ 86336
(928) 282–1061

SURVEYOR:
SHEPHARD–WESNITZER, INC.
AARON D. BORLING, RLS #48756
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT INFORMATION

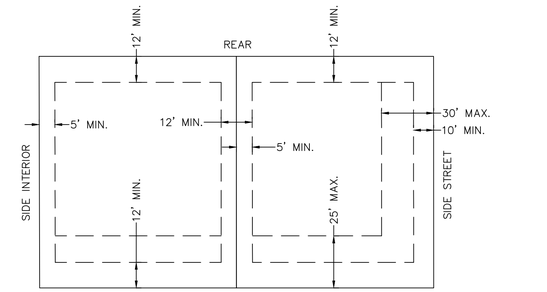
THE WEDGE
3501 S. WOODY MOUNTAIN ROAD
FLAGSTAFF, AZ 86001

ASSESSOR'S PARCEL NO. 112–08–004B

NUMBER OF UNITS: 47
BUILDING TYPE: SINGLE FAMILY ESTATE
GROSS AREA: 47.26 ACRES
GROSS DENSITY: .99 UNIT PER ACRE
NET DENSITY (EXCLUDING ROADWAY): 1.01 UNITS PER ACRE
NET ACREAGE: 46.36
MAX. LOT COVERAGE: 50%

EXISTING ZONING: RR (SINGLE–FAMILY ESTATE, SEE SHEET 6 FOR DETAILS)

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. THE WOODY MOUNTAIN ESTATES HOMEOWNERS ASSOCIATION (HOA) IS RESPONSIBLE FOR MAINTAINING THE SLOPE AND DRAINAGE EASEMENTS' INTEGRITY AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS WITHIN ALL TRACT BOUNDARIES.
5. THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THE REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.
6. DRAINAGE EASEMENTS CONFORM TO NATURAL OR MAN–MADE WATER COURSES. THESE WATER COURSES WILL REQUIRE PERIODIC MAINTENANCE TO CONVEY ON–SITE OR OFF–SITE DISCHARGES. PERIODIC MAINTENANCE WILL CONSIST OF THE REMOVAL OF EARTH AND/OR VEGETATIVE MATERIAL THAT HAS BUILT UP SINCE THE ORIGINAL APPROVAL OF THE FINAL PLAT FOR THIS SUBDIVISION. IN THE EVENT THE DRAINAGE EASEMENTS ARE NOT ADEQUATELY MAINTAINED IN THE OPINION OF THE CITY ENGINEER OF THE CITY OF FLAGSTAFF BY THE INDIVIDUAL PROPERTY OWNER, THEN THE CITY OF FLAGSTAFF SHALL HAVE THE AUTHORITY TO ENTER THE PROPERTY AND/OR CAUSE THE NECESSARY MAINTENANCE AND SHALL FURTHER HAVE THE AUTHORITY TO PASS ON ALL COSTS ASSOCIATED WITH SAID MAINTENANCE TO THE INDIVIDUAL PROPERTY OWNER.
7. NO FENCING, RE–GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.
8. HOA SHALL MAINTAIN ALL COMMON AREAS NOTED HEREON AS "TRACTS"
9. ALL INDIVIDUAL LOT AREAS OUTSIDE OF THE MAXIMUM BUILDING COVERAGE, DRIVEWAYS, AND UTILITIES ARE DEEMED AS PRIVATE OPEN SPACE AND PROTECTED FOREST RESOURCE AREAS.
10. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR 'THE WEDGE' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
11. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
12. TOPOGRAPHIC, BOUNDARY, AND EXISTING EASEMENT INFORMATION BASED ON AN ALTA SURVEY PROVIDED BY NORTHLAND EXPLORATION SURVEYS, INC., JOB NO. 12–010, DATED 03–27–2012.



TYPICAL LOT SETBACKS (N.T.S.)

CITY ENGINEER:
_____
BY: DATE:

CITY PUBLIC WORKS DIRECTOR
_____
BY: DATE:

CITY UTILITIES DIRECTOR
_____
BY: DATE:

ARIZONA PUBLIC SERVICE
BY LETTER 10/26/2016
BY: DATE:

UNISOURCE ENERGY SERVICES
BY LETTER 10/31/2016
BY : DATE:

CENTURY LINK
BY LETTER 10/31/2016
BY: DATE:

SUDDENLINK
BY LETTER 10/27/2016
BY: DATE:

CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR _____

DATE _____

FLAGSTAFF
ARIZONA

THE WEDGE

COVER SHEET

JOB NO: 17274
DATE: JUL 19
SCALE: AS SHOWN
DRAWN: MW/AJS
DESIGN: AHB
CHECKED: ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swlaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

SHEET
C01
OF 6

FILE: P:\2017\17274\Drawings\Plats\Final\17274–Cover Sheet.dwg <<C3D_Imperial>>

PLOTTED: Jul 18, 2019–4:20pm

TRACT TABLE				
TRACT	SQUARE FEET	ACRES	USAGE	RESPONSIBILITY OF MAINTENANCE
TRACT 'B'	205895	4.73	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT 'C'	9339	0.21	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'D'	30040	0.69	DRAINAGE AND DETENTION	HOME OWNERS ASSOCIATION
TRACT 'E'	119732	2.75	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT 'F'	46965	1.08	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'G'	17577	0.40	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'H'	160416	3.68	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT 'I'	29202	0.67	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION

SCALE 1" : 50'
0 25 50

FLAGSTAFF ARIZONA

FINAL PLAT-AREA 1

THE WEDGE

JOB NO:	17274
DATE:	JUL 19
SCALE:	1"=50'
DRAWN:	MW/AJS
DESIGN:	AHB
CHECKED:	ADB

REVISIONS			
NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI
Shephard ▲ Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET
FP02
OF 6

FILE: P:\2017\17274\Drawings\Plats\Final\17274-Final Plat.dwg <<C3D_Imperial>>

S 88°48'32" W 2677.14'
ALUMINUM CAP IN HAND HOLE N 1/4 COR. SEC. 25 COF#2111150

NW COR. SEC. 30
N 1°19'24" E 29.37'

N 89°45'45" E 2527.83' (R1)
SECTION 19
SECTION 30

ALUMINUM CAP T21N R7E 1/4 S19–S30 RLS 4321 COF#2113161

FLAGSTAFF RANCH GOLF CLUB
C.C.R.O. INSTRUMENT NO. 3121513

S. RUNNING IRON

KILTIE LANE

W.L. GORE
112'-34'-001A
DOCKET 1359 PAGE 585

GOTLAND CT.

BRETON DR.

WOODY MOUNTAIN ROAD

ARIZONA STATE TRUST LAND

TRACT 'B'
205895 SQ FT
4.73 ACRES

TRACT 'C'
9339 SQ FT
0.21 ACRES

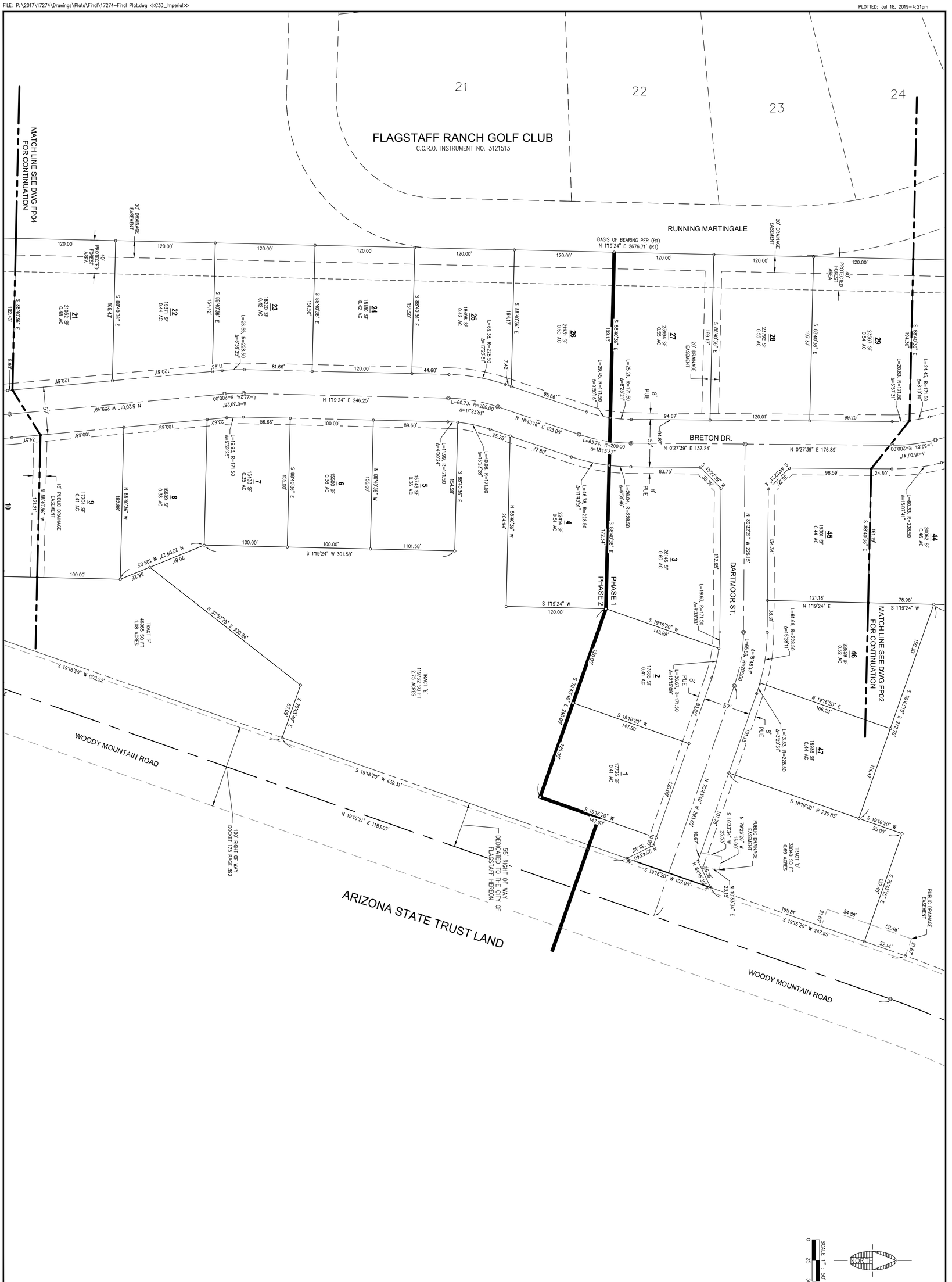
TRACT 'I'
29202 SQ FT
0.67 ACRES

BASIS OF BEARING
N 1°19'24" E 2676.71' (R1)

MATCH LINE SEE DWG FP03
FOR CONTINUATION

FILE: P:\2017\17274\Drawings\Plats\Final\17274-Final Plat.dwg <<C3D_Imperial>>

PLOTTED: Jul 18, 2019-4:21pm



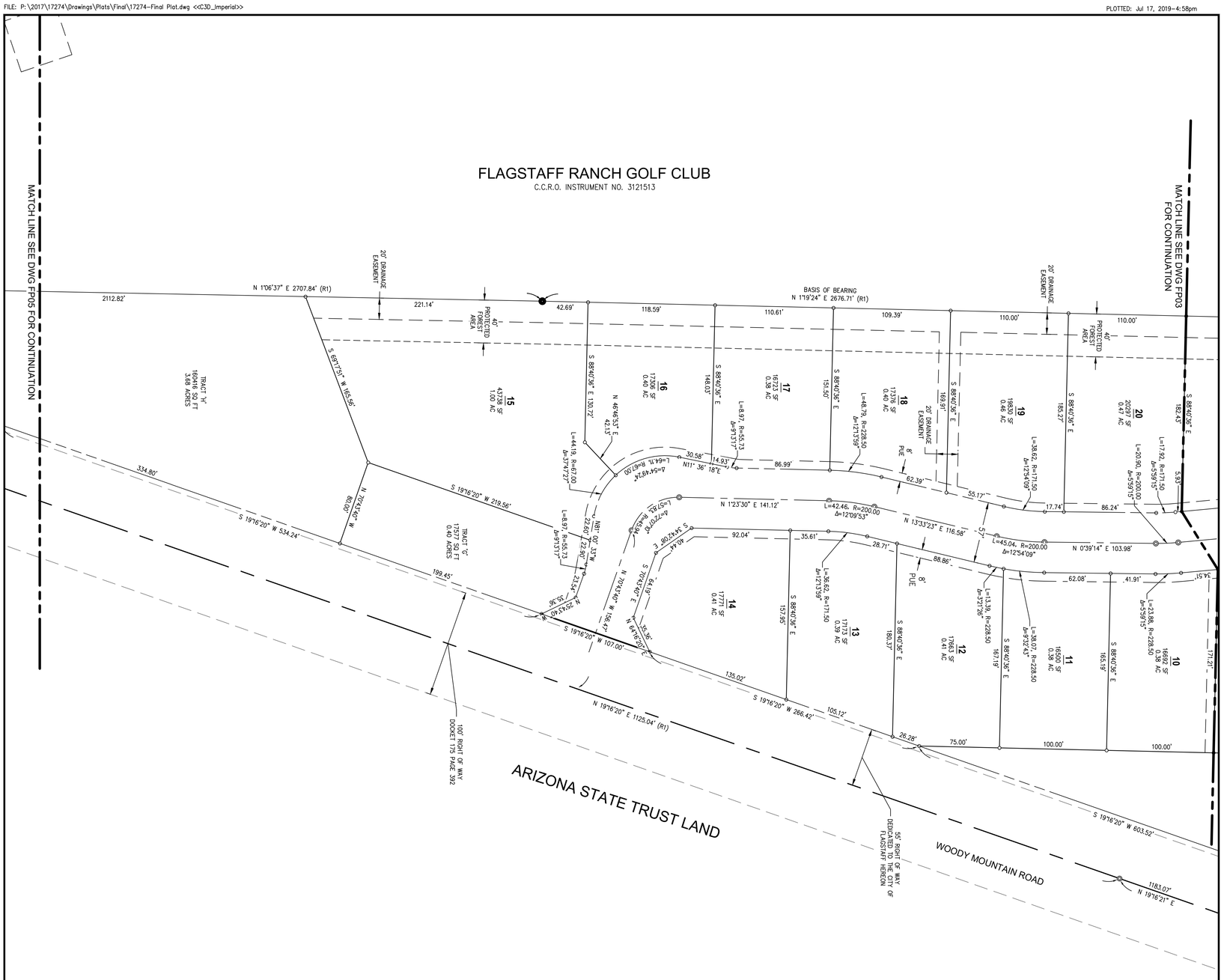
SHEET FP03 OF 6	Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348)	REVISIONS: NO. / DESCRIPTION / DATE / BY	Shephard Wesnitzer, Inc. 110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com

JOB NO:	17274
DATE:	JUL 19
SCALE:	AS SHOWN
DRAWN:	MWJ/AJS
DESIGN:	AHB
CHECKED:	ADB

THE WEDGE

FLAGSTAFF ARIZONA

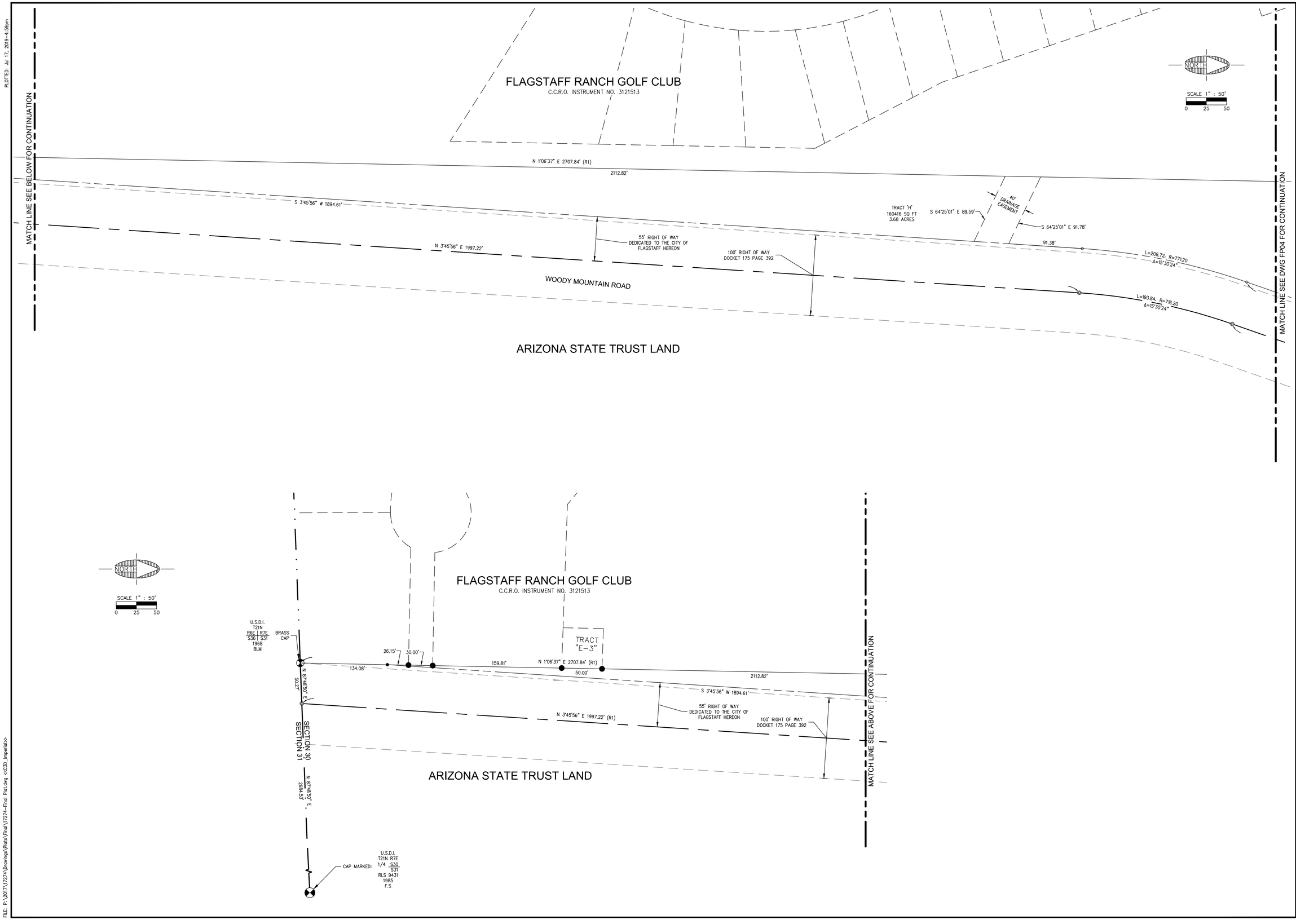
FINAL PLAT-AREA 2



SHEET FP04 OF 6	Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348)	REVISIONS: NO. / DESCRIPTION / DATE / BY	Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO: 17274; DATE: JUL 19; SCALE: AS SHOWN; DRAWN: MWJ/AJS; DESIGN: AHB; CHECKED: ADB	THE WEDGE	FLAGSTAFF ARIZONA

FINAL PLAT-AREA 3

PLOTTED: Jul 17, 2019–4:59pm



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FLAGSTAFF
ARIZONA

THE WEDGE

FINAL PLAT-AREA 4

JOB NO:	17274
DATE:	JUL 19
SCALE:	AS SHOWN
DRAWN:	MWJ/AJS
DESIGN:	AHB
CHECKED:	ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swlaz.com

Shephard Wesnitzer, Inc.

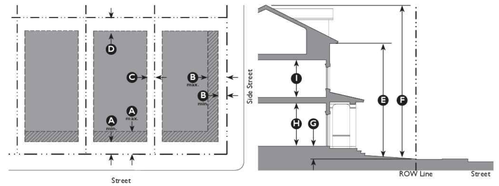
REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET
FP05
OF 6

PLOTTED: Jul 17, 2019—4:54pm



Key

---- ROW/Property Line
--- Building Setback Line
Building Area
Façade Zone

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Principal Building		
Front[1]	12' min.; 25' max.	A
Front Façade within Façade Zone	50% min.	
Side Street/Civic Space	10' min.; 30' max.	B
Side[2]	5' min.; 12' min. combined	C
Rear	12' min.	D
Accessory Building or Structure		
Front	20' min.	
Side	3' min.; 6' max.	
Rear	3' min.	

[1] The setback may match an existing adjacent building as follows: the building may be placed to align with the façade of the front most immediately adjacent property, for a width no greater than that of the adjacent property's façade that encroaches into the minimum setback.

[2] No side setback is required along the shared property line between side-by-side duplexes.

D. Building Form[1]		
Height		
Principal Building		
Stories	3 stories max.	
To Eave/Parapet	32' max.	E
Overall	44' max.	F
Accessory Building, Accessory Structure or Carriage House		
Stories	2 stories max.	
To Eave/Parapet	18' max.	
Overall	28' max.	
Ground Floor Finish Level: Principal Building	18" min. above sidewalk	G
Ground Floor Ceiling	8' min. clear	H
Upper Floor(s) Ceiling	8' min. clear	I

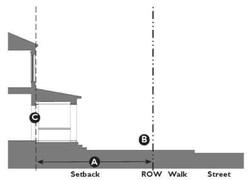
[1] See Divisions 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

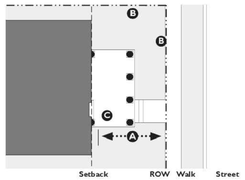
Footprint	
Lot Coverage	50% max.
Miscellaneous	

Mansard roof forms are not allowed.

TYPICAL SINGLE FAMILY ESTATE (T3N.2) SETBACKS

(PER FLAGSTAFF ZONING CODE 10–40.40.060)





Key

---- ROW/Property Line
--- Setback Line

10-50.120.030 Common Yard

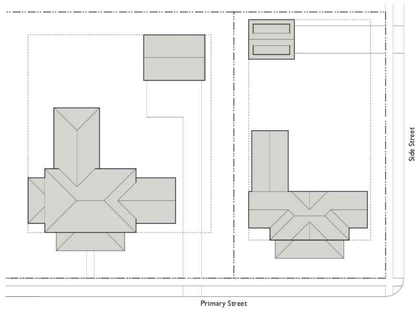
A. Description		
The main façade of the building typically has a medium to large setback from the property line. The resulting front yard remains unfenced and is visually continuous with adjacent yards, supporting a common landscape and work in conjunction with the other private frontages.		
B. Size		
Depth	20' min.	A
C. Miscellaneous		
Fences between front yards or between the sidewalk and front yard are not allowed in Common Yard Frontages.		B
Common Yard Frontages shall be used in conjunction with another allowed private frontage.		C

The front yards of these houses form a continuous common yard.

An example of a common yard.

TYPICAL SINGLE FAMILY ESTATE (T3N.2) COMMON YARD

(PER FLAGSTAFF ZONING CODE 10–50.120–4)



Typical Front-loaded Plan Diagram

Key

---- ROW/Property Line
Building Area

B. Lot		
Lot Size[1]		
Width	100' min.	
Depth	100' min.	
Area	10,000 sf min.	
C. Number of Units		
Units	1 max.	
D. Pedestrian Access		
Main Entrance Location	Primary Street	
E. Allowed Frontages		
Common Yard	Stoop	
Porch		
F. Vehicle Access and Parking		
Parking spaces may be enclosed, covered or open.		

G. Private Open Space		
Area	25% of lot area min.	
Width	30' min.	
Depth	30' min.	
H. Building Size and Massing		
Main Body		
Width	48' max.	
Secondary Wing		
Width	36' max.	
Miscellaneous		
Height	See transect zone in which the building is proposed.	

End Notes

[1] Applies to newly created lots.

(Section 10-50.110.050 amended by Ord. 2016-07, adopted Feb. 16, 2016)

TYPICAL SINGLE FAMILY ESTATE (T3N.2) BUILDING ENVELOPE

(PER FLAGSTAFF ZONING CODE 10–50.110–9)

FLAGSTAFF
ARIZONA

THE WEDGE

TYPICAL SECTIONS AND SETBACKS

JOB NO: 17274
DATE: JUL 19
SCALE: AS SHOWN
DRAWN: MWJ
DESIGN:
CHECKED: ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swlaz.com

Shephard ▲ Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA 811
Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET
FP06
OF 6

FILE: P:\2017\17274\Drawings\Plats\Final\17274 — SHEET 6 DETAILS.dwg <<C30_Imperial>>

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Subdivision Review	File Number

Property Owner(s) Wedge LLC		**Phone**
Mailing Address 3605 S. Flagstaff Ranch Rd.	**City, State, Zip** Flagstaff, AZ 86005	**Email**
Applicant(s) John Sutherland		**Phone** 928-774-3826
Mailing Address 3605 S. Flagstaff Ranch Rd.	**City, State, Zip** Flagstaff, AZ 86005	**Email** jsutherland@capstonehomesaz.com
Project Representative Aaron Borling, RLS		**Phone** 928-773-0354
Mailing Address 110 West Dale Avenue	**City, State, Zip** Flagstaff, AZ 86001	**Email** aborling@swiaz.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☐ Preliminary Plat
- ☒ Final Plat- Council

Project Name: The Wedge	**Site Address** 3501 S. Woody Mountain Rd.	**Parcel Number** APN #112-08-004B
Proposed Use Residential	**Existing Use** Undeveloped	**Subdivision, Tract & Lot Number** N/A

Zoning District Rural Residential - RR	**Regional Plan Category** Rural	**Flood Zone** Zone X	**Size of Site (Sq. ft. or Acres)** 47.26 ac

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Industrial	Undeveloped	Undeveloped	Residential

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Residential	47		47.26 ac	

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
	6/11/19	John Sutherland	6/11/19

For City Use

Date Filed:	**Case Number (s)**		
P & Z Hearing Date:		**Publication and Posting Date:**	
Council Hearing Date:		**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**		**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and Wedge LLC _____ Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E TH

WHEREAS, Wedge LLC (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as the Wedge ; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved tentative plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed):

Managing Member
Subdivider/Title

Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 11th day of June, 2019 by Brian Rhoton.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

JODY KATHLEEN HICKS
Notary Public - Arizona
Coconino County
My Comm. Expires Oct 29, 2021

Notary Public

My Commission expires: Oct 29, 2021

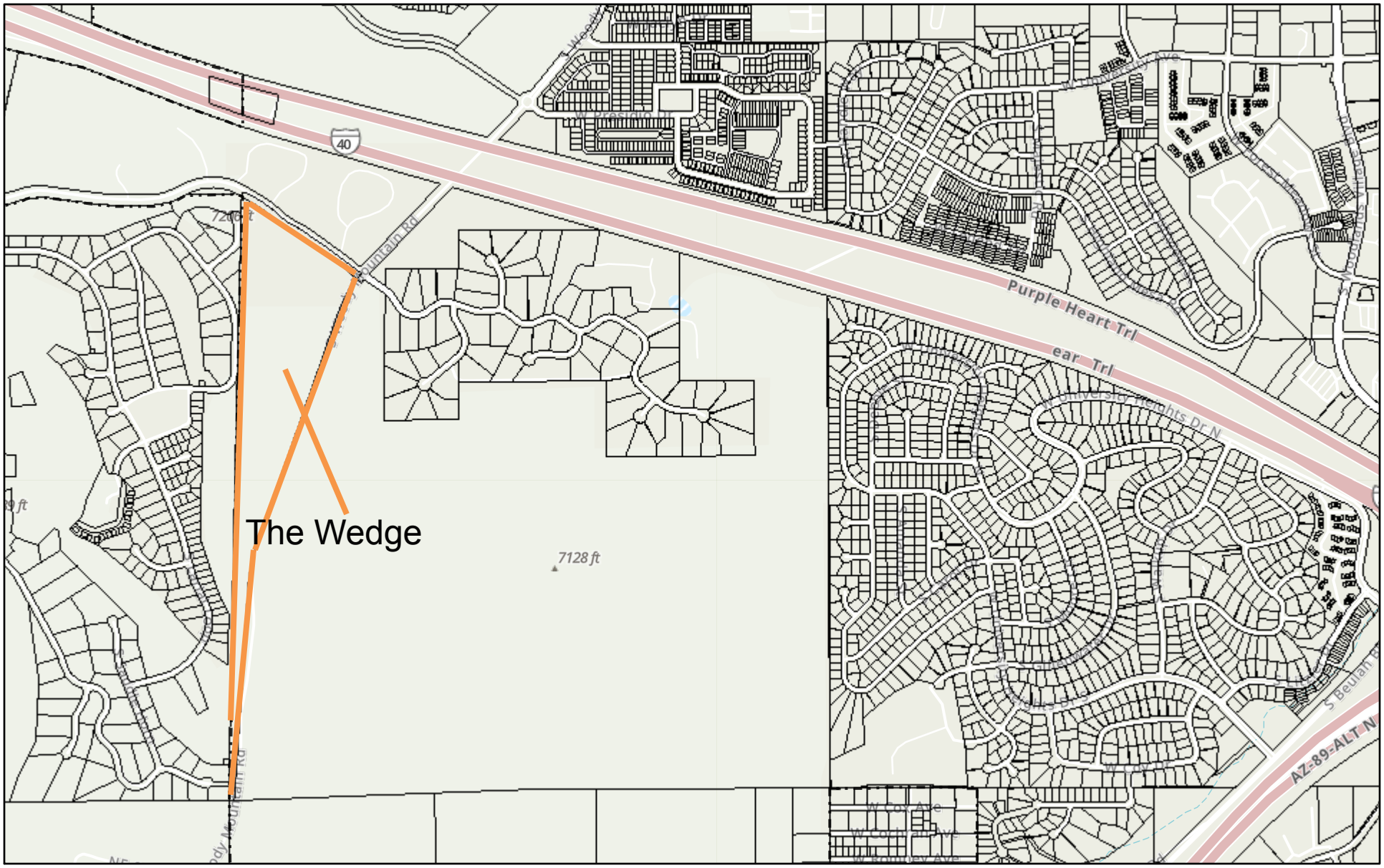
Dated this _____ day of _____ 20_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

City of Flagstaff Internal Web Map



9/6/2019 3:48:53 PM

City Boundary

Parcels

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

City of Flagstaff GIS, Coconino County, County of Yavapai, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA |

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brian Huntzinger, Water Production Manager
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Two (2) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems in the amount of $222,992.66.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of two (2) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems, an authorized dealer of Caterpillar products, in the amount of $222,992.66, plus any additional applicable sales tax or fees through a Local Government Purchasing Cooperative Contract #120617-CAT with National Joint Power Alliance (formerly Sourcewell); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On January 30, 2018, Water Services and Sustainability presented the risk to the City's water supply in the event of a catastrophic power loss. Specifically, the City has the ability to provide approximately 1.8 days of water to the community when factoring in system storage and our single stand-by power generator located at the Shop Well. At that meeting, City Council directed Staff to plan for providing a minimum water supply in the event of a catastrophic power loss. In order to meet Council's minimum water supply requirement, Staff has determined the need to use five (5) portable stand-by generators to be used at four (4) critical water production facilities. Specifically, two (2) 350kW generators run in parallel at the Lake Mary Water Treatment Plant, two (2) 350kW generators that run in parallel at Raw Water Pump Station and one (1) 350kW generator shared between the Railroad Springs Booster Station (RSBS) and the North Reservoir Filtration Plant (NRFP).

Taking a phased approach, three (3) of the units were purchased in FY2019. The purchase of an additional two (2) in FY2020 will complete the approach of having five (5) to ensure the City can provide a minimum water supply in the event of a catastrophic power loss.

Financial Impact:

Current budget has $240,000 in Line item 202-08-301-1011-0-4405 (Lake Mary Water Treatment Operations Machinery and Equipment).

Policy Impact:

On January 30, 2018, Council directed staff to plan and implement a program to meet a minimum service level for potable water production and distribution during a catastrophic power failure. The purchase of these two (2) generators will be the final phase of the plan to provide (purchase) stand-by power.

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

Council direction given on January 30, 2018 for the minimum service level for Water Production and Distribution.

Has There Been Previous Council Decision on This:

1. January 30, 2018, Work Session, Item 4 Water Services Vulnerability to Catastrophic Power Loss; and
2. June 5, 2018, Regular Council Session, Item 7C Consideration and Approval of Contract: Temporary Emergency Stand-by Power for Water Services - Water Production Operations (council discussion/question on purchasing units rather than renting); and
3. October 2, 2018, Regular Council Session, Item 8A Consideration and Approval of Contract: Approve the purchase of three (3) new trailer mounted Caterpillar C13 350kW generator sets from Empire Power Systems under a cooperative purchase agreement.

Options and Alternatives:

1. Approve the cooperative purchase contract to purchase two generators to assist in the prevention of the risk to the City's water supply in the event of catastrophic power loss; or
2. Not approve the cooperative purchase contract for two generators and direct Staff to conduct a formal procurement process which would require that the City continue the practice of renting generators at three month intervals during the formal procurement process and place the City in a vulnerable position facing catastrophic power failure and water loss.

Background/History:

N/A

Key Considerations:

Ability to maintain a minimum service level for water production and distribution during a catastrophic power failure.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

Stand-by power would be available, if needed, any time of year, during a catastrophic power failure to ensure Water Production and Distribution can meet a minimum service level.

Community Involvement:
N/A

Expanded Options and Alternatives:
N/A

Attachments:
Empire Cooperative Contract
Exhibit A Empire Quote
Exhibit B Agency Contract
Exhibit B Contract Acceptance
Trailer Mounted Generators

COOPERATIVE PURCHASE CONTRACT
Contract No. 2020-29

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Empire Power Systems, an Arizona limited liability company ("Contractor").

RECITALS:

A. The Contractor is a fully authorized dealer of Caterpillar Inc. products;

B. Caterpillar Inc. holds a Local Government Purchasing Cooperative Contract #120617-CAT with National Joint Power Alliance (formerly Sourcewell) ("Agency Contract"); and

C. 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 purchased:

Two (2) Caterpillar C13 350KW Water Services and Sustainability Trailer Mounted Generators

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 two hundred thousand twenty-two nine hundred and ninety-two dollars and sixty-six cents **($222,992.66)** 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 set forth in *Exhibit B* attached hereto and incorporated by reference. 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 the 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.

EMPIRE POWER SYSTEMS:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK and FEE

EXHIBIT B
AGENCY CONTRACT

NJPA (formerly Sourcewell) RFP/Contract #120617-CAT

Empire Power Systems
840 N 43rd Ave
Phoenix, AZ 85009

Current Date: 08/30/2019
Quotation Number:
Quotation Expires: 10/27/2019

City of Flagstaff Project, 2020
C-13,350KW
Portable/ EPA Standby Generator sets
Sourcewell cooperative member #32200

In accordance with your request, we are pleased to submit the following proposal for the abovementioned project. Empire Power Systems proposes to furnish this equipment at the attached quoted price.

Empire Power Systems is taking **exception** to any specification for this proposal due to the fact that a written specification was not available at bid time for this project.

We will arrange for initial start-up services at no additional charge. These services include an onsite installation and operational inspection of the equipment supplied by Empire Power Systems. A summary of our basic start up scope of work is included in the attached quote document.

The initial diesel fuel required for startup services and testing **is not** included in this proposal.

Thank you for the opportunity to provide the attached quote. Empire Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Greg Ames
Account Manager
Empire Power Systems
Office 928.714.2825
Mobile 928.606.1815
greg.ames@empire-cat.com

Empire Power Systems
840 N 43rd Ave
Phoenix, AZ 85009

Caterpillar Generator — Sourcewell Contract #120617-CAT

New C-13 350 KW Generator Set	List price	$125,617.00	Sourcewell price	$79,138.71
New 3 axle trailer	List price	$13,850.00	Sourcewell price	$12,800.00
Shop work	List price	$8,900.00	Sourcewell price	$8455.00
Freight	List price	$4,048.00	Sourcewell price	$3645.60
Commissioning	List price	$1,500.00	Sourcewell price	$1425.00
			Additional discounts	- 2512.34
			Sub Total	$102,951.37
			Estimated tax 8.3%	$8544.96

Total $111,496.33 each X2 = $222,992.66

Bill of Materials (Caterpillar Generator Set)

Freight is included FOB truck job site, Flagstaff, AZ. Water dept.

Description
STANDBY POWER
EPA STATIONARY EMERGENCY
UL 2200 LISTED PACKAGE GEN SET
60 Hz, 350 kW W/Fan480 VOLT (WYE)
C13 60HZ PKG 350ekw CERTESE
130C TEMP RISE OVER 40C AMBIEN
LC6124B AREP ALT 70
EMCP4.4 CONTROL PANEL
ENGLISH INSTRUCTION LANGUAGE
SOURCEWELL 4 EXTENDED YR WARRANTY
GENERAL EPG
PUBLIC OR CIVIL SERVICES
GEN RUNNING & FAULT RELAY
AUD&VIS FUEL ALARM (90% LEVEL)
CONTROL PANEL MOUNTING LEFT
LOCAL ANNUN NFPA99-110/CSA282
600:5 CT RATIO
125A LOAD CENTER
SINGLE CIRCUIT BREAKER
800A LSI SINGLE ELECTRICAL CB
POWER CENTER - RH MOUNTED
NEUTRAL BAR NTS1
CB CABLE GP ABB/T6-800/600
NEUTRAL CABLE GP 800A

Empire Power Systems
840 N 43rd Ave
Phoenix, AZ 85009

680 GAL INTEGRAL TANK BASE 24 hr.
FUEL TANK FILL PIPE & LOCK CAP
GEN MOUNTING DUCT PLATE
WEATHER PROTECT ENCLOSURE
WP ENCL - WHITE
STANDARD RADIATOR
WEATHER PROTECTIVE MUFFLER
STD AIR CLEANER - LIGHT DUTY
INTEGRATED VOLTAGE REGULATOR
WET BATTERY
BATTERY CHARGER 10 AMP DUAL
BATTERY DISCONNECT SWITCH
JACKET WATER HEATER 240 VAC
HEATER CONTROL GROUP
STD TEST - PKG GEN SET 0.8 PF
Custom 3 axle trailer installed
Cam-locks for cables installed

Option-, 1-Year Customer Support Agreement. $1300.00

- We are pleased to offer a Customer Support Agreement (CSA) plan which provides for routine maintenance of your new Caterpillar power product for the first year. On a semi-annual basis Empire will complete a comprehensive system inspection of your power system equipment. Also included is the first year oil and filter replacement service inclusive of engine oil and coolant samples submitted for laboratory analysis. You will be provided with complete documentation of all results and services performed.

Basic Packaged Generator Set Start up includes:

All work to be performed during regular business hours, 7:00 a.m. to 4:00 p.m. Monday – Friday.

- Hook up batteries
- Visually inspect unit for damage or missing parts
- Check Fluid levels
- Hook up auto start wires to Generator
- Verify Battery Charger is working
- Verify Block Heater is working
- Prime fuel system
- Hook up to Control Panel verify settings are at factory default settings
- Copy Configuration of panel and give to sales department.
- Service meter extend days out.
- Startup unit verify operation at no-load
- Verify correct voltage and hertz
- Check Safeties
- Verify all gauges are reading correctly
- Connect and disconnect pure resistive load bank with one 75 foot run.

Empire Power Systems
840 N 43rd Ave
Phoenix, AZ 85009

- Load bank for 1 hour
- Perform Startup Inspection Form and give paper work to the sales department

Submittals and Drawings:

- Standard Submittal package includes: 2 paper copies and 1 electronic copy on CD

This Quote Specifically Excludes:

- Any applicable Taxes
- Installation
- Diesel Fuel
- Crane or Rigging at Job Site

Subject to the attached terms and conditions
This quote automatically expires: 10/10/2019

Customer Delay:
To the extent that the construction schedule is significantly delayed by customer for any reason, Empire reserves the right to remedy. This remedy could be in various forms, including invoice and payment prior to shipment, progress payments, and/or the accrual of interest charges on undelivered and unpaid goods. Additionally, Empire will also pass along costs of storage and other fees that may result due to the delay.

Commodity Pricing:
Due to current volatility of commodity pricing the above quoted price is subject to change at the time of order.
This proposal is good for 30-days from date of issue.

The undersigned acknowledge that the preceding proposal has been read in its entirety, is understood and is hereby accepted:

Empire Power Systems
Greg Ames
August 27, 2019

Company:
Printed Name:
Signature:
Date:

Empire Power Systems
840 N 43rd Ave
Phoenix, AZ 85009

Purchase Order No:

TERMS & CONDITIONS

A) Customer is responsible for any and all installation of the equipment supplied by **Empire Power Systems**, unless otherwise specified in writing. All equipment needed to perform any loading or unloading of the equipment supplied by **Empire Power Systems** is the responsibility of the buyer.

B) Empire Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain that it meets your requirements.

C) Empire Power Systems reserves the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available upon request.

D) Contracts which include penalty or liquidated damage clauses, waivers of subrogation, or naming a third party additionally insured are not acceptable or binding on **Empire Power Systems**, unless accepted and confirmed in writing by an officer of **Empire Power Systems** at its Phoenix division office.

E) Unless agreed to in writing, **Empire Power Systems** will not accept purchase orders which:

- Require Empire Power Systems to pay any and all legal expenses for the purchaser in the event of a dispute
- Require that Empire Power Systems be responsible for design work and/or guarantee that a performance standard for a system be met
- Require completion and acceptance of the project by the owner before payment

F) There will be a **25%** of order cancellation fee for any orders cancelled, once placed and accepted by **Empire Power Systems**.

G) Empire Power Systems' standard and extended terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by **Empire Power Systems** in order to process your order.

H) Empire Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by **Empire Power Systems**.

I) Empire Power Systems is a supplier of materials and related services and not a contractor. Retention is not acceptable.

J) Credit is subject to **Empire Power Systems,** approval at its sole discretion. This quote in no way constitutes approval of credit.

Empire Power Systems
840 N 43rd Ave
Phoenix, AZ 85009

K) Empire Southwest LLC has entered a like-kind exchange (LKE) program. If the equipment described herein qualifies and is purchased, notice is hereby given that **Empire Southwest LLC** will assign its rights under the sales contract to **Empire Exchange LLC** including, if applicable, the right to purchase any trade-in property. If this contract is assigned to **Empire Exchange LLC** sales proceeds must be remitted according to the invoice rendered.

L) Sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a corporate officer of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Terms"), which are available at www.empire-cat.com/termsandconditionsor such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire. By purchasing goods or services from Empire, you agree to be bound by Empire's Terms.

Terms and conditions of this quotation govern over any conflict between this document and customer's purchase order or other document.

National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

RFP Opening

DECEMBER 7, 2017
8:30 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #120617

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 #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 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. Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

RFP Timeline

October 19, 2017	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
November 16, 2017 10:00 a.m. CT	**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
November 29, 2017	**Deadline for RFP questions.**
December 6, 2017 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
December 7, 2017 8:30 a.m. CT	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Chris Robinson at 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.

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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.

3.17 Additional Scope Definitions: In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Primary Offerings: Proposer's primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

3.17.2 Incidental or Complementary Offerings: in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

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

3.17.3.1 Omitted.

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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 NPJA 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 (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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 $30 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 compete 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).

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.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
    a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
    b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

    a) Sales force.

    b) Dealer network or other distribution methods.

    c) Service force.

    Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name:_____Title:_____

Email: _____Phone:_____

Who is your company's primary contact person for this proposal?

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #120617

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120617 _____

_____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number #120617**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120617**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120617**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
    - Do your warranties cover all products, parts, and labor?
    - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
    - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
    - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
    - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
    - What are your proposed exchange and return programs and policies?
6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

19) Please specify product and voltage range the generator equipment that you are offering.
20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
21) If you are providing trailers as part of a turnkey package, please provide details.
22) Describe how you will include customization and the pricing of such for the units.
23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
24) Describe any preventative maintenance or extended service coverage agreements.
25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
    a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
    b. What are recommended service intervals?
26) Describe your rental agreements and pricing schedule.

27) Will you include used equipment and if so, provide a pricing strategy for these units.
28) Provide a general overview of your products EPA compliance.
29) Identify the lifecycle cost of ownership of your generator solutions.

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed 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.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Products/Services vices

☐ Deleting Products/Services

☐ Price Increase

☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

Appendix A

NJPA 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 governmental, 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 your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	**County**	**County**	**County**	**County**	**County**
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Maui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalani Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Elmore County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Franklin County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Servi	Fremont County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gem County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Idaho County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jefferson County	Malheur County	Greenwood County	Uintah County	Pacific County
State Of Hawaii	Jerome County	Marion County	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	**Municipality**	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	**Municipality**	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Albany	Saluda County	City of Cedar City	**Municipality**
	Municipality	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Athena	York County	City of Coalville	City of Arlington
	City of Arco	City of Aumsville	**Municipality**	City of Colorado City	City of Asotin
	City of Arimo	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Boise	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Buhl	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Cascade	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Castleford	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Coburg	City of Easley	City of Garland	City of Cashmere
	City of Clayton	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Condon	City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Crouch	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
	City of Culdesac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
	City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
	City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
	City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Ivins	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duvall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii

Idaho

City of Rockland
City of Rupert
City of Salmon
City of Sandpoint
City of Shelley
City of Shoshone
City of Smelterville
City of Soda Springs
City of Spirit Lake
City of St. Anthony
City of St. Charles
City of Stanley
City of Star
City of Stites
City of Sugar City
City of Sun Valley
City of Tensed
City of Tetonia
City of Troy
City of Twin Falls
City of Ucon
City of Victor
City of Wallace
City of Weippe
City of Weiser
City of Wendell
City of Weston
City of White Bird
City of Wilder
City of Winchester

Higher Education

Boise State University
College of Southern Idaho
College of Western Idaho
Eastern Idaho Technical College
Idaho Division of Professional Technical Education
Idaho State University
Lewis-Clark State College
North Idaho College
University of Idaho

Education (K-12)

Aberdeen School District No. 58
Arbon Elementary School District No. 383
Avery School District
Basin School District No. 72
Bear Lake County School District No. 33
Bear Lake School District No. 33
Blackfoot School District No. 55
Blaine County School District No. 61
Bliss Joint School District No. 234
Bonneville Joint School District No. 93
Boundary County School District No. 101
Bruneau-Grand View Joint School District
Buhl Joint School District No. 412
Butte County Joint School District No. 111
Caldwell School District No. 132
Camas County School District No. 121
Cambridge School District
Cascade School District No. 422
Cassia County Joint School District No. 151
Castleford Joint School District No. 417
Challis Joint School District No. 181
Clark County School District No. 161
Coeur d'Alene School District No. 271
Cottonwood Joint School District No. 242
Council School District No. 13
Culdesac Joint School District No. 342
Dietrich School District No. 314
Emmett Independent School District No. 221
Filer School District No. 413
Firth School District No. 59
Fremont County School District No. 215
Fruitland School District No. 373
Garden Valley School District
Genesee Joint School District No. 282
Glenns Ferry Joint School District No. 192
Gooding Joint School District No. 231
Grace Joint School District No. 148
Hagerman Joint School District No. 233
Hansen School District No. 415
Highland Joint School District No. 305
Homedale School District No. 370
Horseshoe Bend School District No. 73
Idaho Falls School District No. 91
Independent School District of Boise City
Jefferson County School District No. 251
Jerome Joint School District No. 261
Joint School District No. 2
Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3

Oregon

City of North Bend
City of North Plains
City of North Powder
City of Nyssa
City of Oakland
City of Oakridge
City of Ontario
City of Oregon City
City of Paisley
City of Pendleton
City of Philomath
City of Phoenix
City of Pilot Rock
City of Port Orford
City of Portland
City of Powers
City of Prairie City
City of Prineville
City of Rainier
City of Redmond
City of Reedsport
City of Richland
City of Riddle
City of Rockaway Beach
City of Rogue River
City of Roseburg
City of Rufus
City of Salem
City of Sandy
City of Scappoose
City of Scio
City of Scotts Mills
City of Seaside
City of Seneca
City of Shady Cove
City of Sheridan
City of Sherwood
City of Siletz
City of Silverton
City of Sisters
City of Sodaville
City of Spray
City of Springfield
City of St. Helens
City of St. Paul
City of Stanfield
City of Stayton
City of Sublimity
City of Sumpter
City of Sutherlin
City of Sweet Home
City of Talent
City of Tangent
City of The Dalles
City of Tigard
City of Tillamook
City of Toledo
City of Troutdale
City of Tualatin
City of Turner
City of Ukiah
City of Umatilla
City of Union
City of Unity
City of Vale
City of Veneta
City of Vernonia
City of Waldport
City of Wallowa
City of Warrenton
City of Wasco
City of West Linn
City of Westfir
City of Weston
City of Wheeler
City of Willamina
City of Wilsonville
City of Winston
City of Wood Village
City of Woodburn
City of Yachats
City of Yamhill
City of Yoncalla
Town of Bonanza
Town of Butte Falls
Town of Canyon City
Town of Lakeview
Town of Lexington

Higher Education

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College

South Carolina

Town of Holly Hill
Town of Hollywood
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Lake View
Town of Lamar South Carolina
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Lockhart
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Mt. Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Patrick
Town of Pawleys Island
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Port Royal
Town of Prosperity
Town of Ravenel
Town of Reidville
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Saint Matthews
Town of Saint Stephen
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Six Mile
Town of Snelling
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of St. George
Town of St. Matthews
Town of Stuckey
Town of Sullivans Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Timmonsville
Town of Trenton
Town of Turbeville
Town of Ulmer
Town of Varnville
Town of Wagener
Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston

Utah

City of West Valley City
City of Willard
City of Woodland Hills
City of Woods Cross
Town of Alta
Town of Altamont
Town of Alton
Town of Amalga
Town of Annabella
Town of Antimony
Town of Apple Valley
Town of Ballard
Town of Bear River City
Town of Bicknell
Town of Big Water
Town of Boulder
Town of Brian Head
Town of Bryce Canyon City
Town of Cannonville
Town of Castle Valley
Town of Cedar Fort
Town of Centerfield
Town of Central Valley
Town of Circleville
Town of Clarkston
Town of Clawson
Town of Cleveland
Town of Cornish
Town of Daniel
Town of Deweyville
Town of Eagle Mountain
Town of Elmo
Town of Elsinore
Town of Elwood
Town of Emery
Town of Fairfield
Town of Francis
Town of Garden City
Town of Genola
Town of Glendale
Town of Glenwood
Town of Goshen
Town of Hanksville
Town of Hatch
Town of Henefer
Town of Henrieville
Town of Hideout
Town of Hinckley
Town of Holden
Town of Howell
Town of Huntsville
Town of Joseph
Town of Junction
Town of Kanarraville
Town of Kanosh
Town of Kingston
Town of Koosharem
Town of Leeds
Town of Levan
Town of Loa
Town of Manila
Town of Mantua
Town of Marysvale
Town of Meadow
Town of Minersville
Town of New Harmony
Town of Newton
Town of Ophir
Town of Orderville
Town of Paradise
Town of Paragonah
Town of Portage Utah
Town of Randolph
Town of Redmond
Town of Rockville
Town of Rocky Ridge
Town of Rush Valley
Town of Scipio
Town of Scofield
Town of Sigurd
Town of Springdale
Town of Stockton
Town of Toquerville
Town of Torrey
Town of Trenton
Town of Tropic
Town of Uintah
Town of Vernon
Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

Higher Education

Washington

City of Pacific
City of Palouse
City of Pasco
City of Pateros
City of Pomeroy
City of Port Angeles
City of Port Orchard
City of Port Townsend
City of Poulsbo
City of Prosser
City of Pullman
City of Puyallup
City of Quincy
City of Rainier
City of Raymond
City of Redmond
City of Renton
City of Republic
City of Richland
City of Ridgefield
City of Ritzville
City of Rock Island
City of Roslyn
City of Roy
City of Royal City
City of Sammamish
City of SeaTac
City of Seattle
City of Sedro-Woolley
City of Selah
City of Sequim
City of Shelton
City of Shoreline
City of Snohomish
City of Snoqualmie
City of Soap Lake
City of South Bend
City of Spokane
City of Spokane Valley
City of Sprague
City of Stanwood
City of Stevenson
City of Sultan
City of Sumas
City of Sumner
City of Sunnyside
City of Tacoma
City of Tekoa
City of Tenino
City of Tieton
City of Toledo
City of Tonasket
City of Toppenish
City of Tukwila
City of Tumwater
City of Union Gap
City of University Place
City of Vader
City of Vancouver
City of Waitsburg
City of Walla Walla
City of Wapato
City of Warden
City of Washougal
City of Wenatchee
City of West Richland
City of Westport
City of White Salmon
City of Winlock
City of Woodinville
City of Woodland
City of Yakima/Yakima County
City of Yelm
City of Zillah
Consolidated Borough of Quil Ceda Village
Grays Harbor Council of Governments
Town of Almira
Town of Beaux Arts Village
Town of Bucoda
Town of Carbonado
Town of Cathlamet
Town of Clyde Hill
Town of Colton
Town of Conconully
Town of Concrete
Town of Coulee City
Town of Coulee Dam
Town of Coupeville
Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott

Hawaii

Idaho

- Lake Pend Oreille School District No. 84
- Lakeland School District No. 272
- Lapwai School District No. 341
- Lewiston Independent School District No. 1
- Mackay School District No. 182
- Madison School District No. 321
- Marsh Valley Joint School District No. 21
- Marsing Joint School District No. 363
- McCall-Donnelly Joint School District No. 421
- Meadows Valley School District No. 11
- Melba School District No. 136
- Middleton School District No. 134
- Midvale School District No. 433
- Minidoka County School District No. 331
- Moscow School District No. 281
- Mountain Home School District No. 193
- Mountain View School District No. 244
- Mullan School District 392
- Murtaugh Joint School District No. 418
- Nampa Christian Schools Inc.
- Nampa School District No. 131
- New Plymouth School District
- Nez Perce Joint School District No. 302
- North Gem School District No. 149
- Notus School District
- Oneida County School District No. 351
- Orofino Joint School District No. 171
- Parma School District No. 137
- Payette School District No. 371
- Plummer-Worley Joint School District No. 44
- Pocatello-Chubbuck School District No. 25
- Post Falls School District No. 273
- Potlatch School District No. 285
- Preston Joint School District No. 201
- Richfield School District No. 316
- Ririe Joint School District No. 252
- Rockland School District No. 382
- Salmon River Joint School District No. 243
- Salmon School District No. 291
- Shelley School District No. 60
- Shoshone Joint School District No. 312
- Snake River School District
- Soda Springs Joint School District No. 150
- South Lemhi School District No. 292
- St. Maries Joint School District No. 41
- Sugar-Salem Joint District No. 322
- Swan Valley Elementary School District No. 33
- Swan Valley School District No. 92
- Teton County School District No. 401
- Three Creek Joint School District No. 416
- Troy School District No. 287
- Twin Falls School District No. 411
- Valley School District No. 262
- Vallivue School District No. 139
- Vision Charter School District #463
- Wallace School District No. 393
- Weiser School District No. 431
- Wendell School District No. 232
- West Bonner County School District No. 83
- West Jefferson School District No. 253
- West Side School District No. 202
- Whitepine Joint School District No. 288
- Wilder School District No. 133

Special District

- Ada County Emergency Medical Services District
- Ada County Highway District
- Adams County Recreation District
- Ahsahka Water and Sewer District
- Albion Highway District
- Alpine Meadows Water and Sewer District
- American Falls Free Library District
- American Falls Housing Authority
- Atlanta Highway District
- Avery Water and Sewer District
- Avondale Irrigation District
- Bayview Water and Sewer District
- Bear Lake County Library District
- Bench Sewer District
- Benewah County Free Library District
- Big Canyon Fire District
- Blaine County Housing Authority
- Blaine County Recreation District
- Bliss Fire District
- Boise Basin Library District
- Boise City/Ada County Housing Authority
- Boise-Kung Irrigation District
- Bonneville County Fire District No. 1
- Bruneau Valley District Library
- Bruneau Water and Sewer District
- Buhl Highway District
- Buhl Rural Fire Protection District
- Burley Highway District
- Caldwell Housing Authority
- Canyon Highway District No. 4

Oregon

- Columbia Gorge Community College
- Eastern Oregon University
- Klamath Community College District
- Lane Community College
- Linn-Benton Community College
- Mt. Hood Community College
- Oregon Coast Community College
- Oregon Department of Community Colleges and Workforce Developme
- Oregon Health and Science University
- Oregon Institute of Technology
- Oregon State University
- Oregon State University, Oregon Agricultural Experiment Station
- Oregon University System
- Portland Community College
- Portland State University
- Reed College
- Rogue Community College
- Southern Oregon University
- Southern Oregon University Family Housing
- Southwestern Oregon Community College
- Tillamook Bay Community College
- Treasure Valley Community College
- Umpqua Community College
- University of Oregon
- Western Oregon University

Education (K-12)

- Adel School District 21
- Adrian School District
- Alsea School District No. 7J
- Amity School District 4J
- Annex School District 29
- Arlington School District No. 3
- Arock School District No. 81
- Ashland School District No. 5
- Ashwood School District
- Astoria School District No. 1C
- Athena-Weston School District No. 29RJ
- Baker School District No. 5J
- Bandon School District
- Banks School District No. 13
- Beaverton School District No. 48
- Bend-La Pine Public Schools
- Bethel School District No. 52
- Blachly School District
- Blachly School District 90
- Brookings Harbor School District
- Camas Valley School District
- Canby School District No. 86
- Cascade School District No. 5
- Centennial School District No. 28J
- Central Curry School District No. 1
- Central Linn School District
- Central Point School District No. 6
- Central School District No. 13J
- Clackamas Education Service District
- Clatskanie School District No. 6J
- Colton School District No. 53
- Columbia Gorge Education Service District
- Condon School District No. 25J
- Coos Bay School District No. 9
- Coquille School District No. 8
- Corbett School District No. 39
- Corvallis School District No. 509J
- Cove School District No. 15
- Crane Elementary School District
- Creswell School District No. 40
- Crook County School District
- Crow-Applegate-Lorane School District No. 66
- Culver School District No. 4
- Dallas School District No. 2
- David Douglas School District No. 40
- Dayton School District No. 8
- Daywille School District No. 16J
- Douglas County School District
- Douglas County School District No. 4
- Douglas Education Service District
- Dufur School District No. 29
- Eagle Point School District No. 9
- Echo School District No. 5
- Elgin School District
- Elkton School District No. 34
- Enterprise School District No. 21
- Estacada School District No. 108
- Eugene School District No. 4J
- Falls City School District
- Fern Ridge School District No. 28J
- Forest Grove School District
- Fossil School District 21J
- Gaston School District 511 J
- Gervais School District
- Gladstone School District
- Glendale School District No. 77
- Glide School District
- Grant County Education Service District

South Carolina

- Town of Williston
- Town of Winnsboro
- Town of Yemassee

Higher Education

- Aiken Technical College
- Beaufort Jasper Higher Education Commission
- Central Carolina Technical College
- Clemson University
- Coastal Carolina University
- College of Charleston
- Denmark Technical College
- Florence-Darlington Technical College
- Francis Marion University
- Greenville Technical College
- Horry-Georgetown Technical College
- Lander University
- Medical University of South Carolina
- Midlands Technical College
- Northeastern Technical College
- Orangeburg-Calhoun Technical College
- Piedmont Technical College
- South Carolina State Board for Technical and Comprehensive Educati
- South Carolina State University
- South Carolina Technical College System
- Spartanburg Community College
- Technical College of the Lowcountry
- The Citadel
- Tri-County Technical College
- Trident Technical College
- University of South Carolina
- University of South Carolina, Aiken
- University of South Carolina, Upstate
- Williamsburg Technical College
- Winthrop University
- York Technical College

Education (K-12)

- Abbeville County School District
- Aiken County Public Schools
- Allendale County School District
- Anderson County School Districts 1 and 2 Career and Technology Cen
- Anderson School District No. 1
- Anderson School District No. 2
- Anderson School District No. 3
- Anderson School District No. 4
- Anderson School District No. 5
- Bamberg School District No. 1
- Bamberg School District No. 2
- Barnwell School District No. 45
- Beaufort County School District
- Berkeley County School District
- Blackville-Hilda Public Schools
- Calhoun County School District
- Charleston County School District
- Cherokee County School District
- Chester County School District
- Chesterfield County School District
- Clarendon County School District No. 1
- Clarendon County School District No. 2
- Clarendon County School District No. 3
- Clover School District No. 2
- Colleton County School District
- Darlington County School District
- Delta R-V School District
- Dillon County School District No. 1
- Dillon County School District No. 2
- Dillon County School District No. 3
- Dillon County School District No. 4
- Diocese Of Charleston Schools
- Dorchester School District No. 2
- Dorchester School District No. 4
- Edgefield County Schools
- Fairfield County School District
- Florence County School District No. 1
- Florence County School District No. 2
- Florence County School District No. 3
- Florence County School District No. 4
- Florence County School District No. 5
- Ft. Mill School District No. 4
- Georgetown County School District
- Greenville County School District
- Greenwood School District No. 50
- Greenwood School District No. 52
- Hampton County School District No. 2
- Hampton School District No. 1
- Horry County Schools
- Jasper County School District
- John de la Howe School District
- Kershaw County School District
- Lancaster County School District
- Laurens County School District No. 55
- Laurens County School District No. 56
- Lee County School District
- Legacy Charter Schools
- Lexington County School District No. 1

Utah

- College of Eastern Utah
- Davis Applied Technology College
- Dixie Applied Technology College
- Dixie State University
- Mountainland Applied Technology College
- Rocky Mountain University of Health Professions
- Salt Lake Community College
- Snow College
- Southern Utah University
- Tooele Applied Technology College
- Uintah Basin Applied Technology College
- University of Utah
- University of Utah Hospitals and Clinics
- Utah State University
- Utah System of Higher Education
- Utah Valley University
- Weber State University

Education (K-12)

- Alpine School District
- Beaver County School District
- Box Elder School District
- Cache County School District
- Canyons School District
- Carbon School District
- Centro De La Familia De Utah Head Start Program School District
- Daggett School District
- Davis School District
- Duchesne County School District
- Emery County School District
- Freedom Preparatory Academy School District
- Garfield County School District
- Grand County School District
- Granite School District
- Iron County School District
- Jordan School District
- Juab School District
- Kane County School District
- Logan City School District
- Millard School District
- Morgan School District
- Mountainland Head Start Program School District Office
- Murray City School District
- Nebo School District
- North Sanpete County School District
- North Sanpete School District
- North Summit School District
- Ogden City School District
- Park City School District
- Piute County School District
- Provo City School District
- Rich County School District
- Rich School District
- Rural Utah Child Development Head Start Program School District Off
- Salt Lake City School District
- San Juan School District
- Sevier School District
- South Sanpete School District
- South Summit School District
- Suu Head Start Program School District
- Thomas Edison Charter Schools
- Tintic School District
- Tooele County School District
- Uintah School District
- Wasatch County School District
- Washington County School District
- Wayne County School District
- Weber School District

Special District

- Ash Creek Special Service District
- Ashley Valley Water and Sewer Improvement District
- Ballard Water and Sewer Improvement District
- Bear Lake Special Service District
- Bear River Water Conservancy District
- Benchland Water District
- Benson Culinary Water Improvement District
- Bona Vista Water Improvement District
- Cache Mosquito Abatement District
- Cache Valley Transit District
- Canyonlands Health Care Special Service District
- Carbon County Housing Authority
- Carbon County Municipal Building Authority
- Carbon County Recreation Transportation Special Service District
- Carbon Water Conservancy District
- Castle Valley Special Service District
- Cedar City Housing Authority
- Cedar Mountain Fire Protection District
- Cedarview-Montwell Special Service District
- Central Davis County Sewer District
- Central Iron County Water Conservancy District
- Central Utah Water Conservancy District
- Central Weber Sewer Improvement District
- Charleston Water Conservancy District
- Copperton Improvement District
- Cottonwood Improvement District

Washington

- Town of Fairfield
- Town of Farmington
- Town of Friday Harbor
- Town of Garfield
- Town of Hamilton
- Town of Harrah
- Town of Hatton
- Town of Hunts Point
- Town of Index
- Town of Ione
- Town of La Conner
- Town of LaCrosse
- Town of Lamont
- Town of Latah
- Town of Lind
- Town of Lyman
- Town of Malden
- Town of Mansfield
- Town of Marcus
- Town of Metaline
- Town of Millwood
- Town of Naches
- Town of Nespelem
- Town of Northport
- Town of Oakesdale
- Town of Odessa
- Town of Pe Ell
- Town of Prescott
- Town of Reardan
- Town of Riverside
- Town of Rockford
- Town of Rosalia
- Town of Ruston
- Town of Skykomish
- Town of South Cle Elum
- Town of South Prairie
- Town of Spangle
- Town of Springdale
- Town of St. John
- Town of Steilacoom
- Town of Twisp
- Town of Uniontown
- Town of Washtucna
- Town of Waterville
- Town of Waverly
- Town of Wilbur
- Town of Wilkeson
- Town of Wilson Creek
- Town of Winthrop
- Town of Woodway
- Town of Yacolt
- Town of Yarrow Point

Higher Education

- Bates Technical College
- Bellevue Community College
- Bellingham Technical College
- Big Bend Community College
- Cascadia Community College
- Central Washington University
- Centralia College
- Clark College
- Clover Park Technical College
- Columbia Basin Community College
- Community Colleges of Spokane
- Eastern Washington University
- Edmonds Community College
- Everett Community College
- Evergreen State College
- Grays Harbor College
- Green River Community College
- Highline Community College
- Lake Washington Institute of Technology
- Lower Columbia College
- Northwest Indian College
- Olympic College
- Peninsula College
- Pierce College
- Renton Technical College
- Seattle Community Colleges District VI
- Shoreline Community College
- Skagit Valley College
- South Puget Sound Community College
- Tacoma Community College
- University of Washington
- Walla Walla Community College
- Washington State Board for Community and Technical Colleges
- Washington State Higher Education Facilities Authority
- Washington State Student Achievement Council
- Washington State University
- Washington State University, Vancouver
- Wenatchee Valley College
- Western Washington University
- Whatcom Community College
- Yakima Valley Community College

Hawaii

Idaho

- Cascade Rural Fire District
- Castleford Rural Fire District
- Central Fire District
- Central Orchards Sewer District
- Central Shoshone County Water District
- Clark County District Library
- Clarkia Free Library District
- Clarkia Highway District
- Clearwater Free Library District
- Clearwater Highway District
- Clearwater Soil and Water Conservation District
- Clearwater Water District
- Consolidated Free Library District
- Cottonwood Highway District
- Custer Soil and Water Conservation District
- Dietrich Fire District
- Dietrich Highway District
- Doumecq Highway District
- Downey Swan Lake Highway District
- Dry Creek Cemetery Maintenance District
- Eagle Fire Protection District
- Eagle Sewer District
- East Bonner County Free Library District
- East Bonner County Library District
- East Greenacres Irrigation District
- Eastern Idaho Public Health District
- Eastern Idaho Regional Wastewater Authority
- Elk River Free Library District
- Elmore Soil and Water Conservation District
- Fenn Highway District
- Ferdinand Highway District
- Fish Haven Mosquito Abatement District
- Fremont County District Library
- Friedman Memorial Airport Authority
- Garden Valley District Library
- Garden Valley Fire Protection District
- Garden Valley Recreation District
- Gateway Fire Protection District
- Gem County Fire Protection District
- Gem County Mosquito Abatement District
- Glenns Ferry Highway District
- Golden Gate Highway District No. 3
- Gooding County Memorial Hospital District
- Grace District Library
- Grangeville Highway District
- Granite Reeder Water and Sewer District
- Greater Boise Auditorium District
- Greater Middleton Parks and Recreation District
- Greater Swan Valley Fire Protection District No. 2
- Groveland Water and Sewer District
- Harbor View Estates Water and Sewer District
- Hayden Lake Irrigation District
- Hayden Lake Recreational Water and Sewer District
- Hillsdale Highway District
- Homedale Highway District
- Hoo Doo Water and Sewer District
- Horseshoe Bend Fire Protection District
- Idaho Soil and Water Conservation District
- Indian Valley Rural Fire District
- Iona-Bonneville Sewer District
- Island Park Fire District
- Jerome Highway District
- Jerome Recreation District
- Jerome Rural Fire District No. 1
- Kamiah Fire Protection District
- Kamiah Highway District
- Ketchum Rural Fire Protection District
- Kidder Harris Highway District
- Kingston Water District
- Kootenai County Water District No. 1
- Kootenai Ponderay Sewer District
- Kootenai-Shoshone Soil and Water Conservation Distr
- Kuna Library District
- Laclede Water District
- Lakes Highway District
- Latah County Library District
- Latah Soil and Water Conservation District
- Lemhi Soil and Water Conservation District
- Lewiston Orchards Irrigation District
- Lewiston-Nez Perce County Regional Airport Authorit
- Lincoln County Recreation District
- Little Blacktail Ranch Water District
- Little Wood River Library District
- Lizard Butte Library District
- Lost River Highway District
- M&T Water and Sewer District
- Mackay Free Library District
- Madison Library District
- Marsing Rural Fire District
- McCall Fire Protection District
- McCall Memorial Hospital District
- Meridian Cemetery Maintenance District
- Meridian Library District
- Meridian Rural Fire Protection District

Oregon

- Grant School District No. 3
- Grants Pass School District No. 7
- Greater Albany Public School District 8J
- Gresham-Barlow School District
- Harney County School District No. 3
- Harney Education Service District
- Harper School District No. 66
- Harrisburg School District No. 7
- Helix School District No. 1-R
- Hermiston School District
- High Desert Education Service District
- Hillsboro School District No. 1J
- Hood River County School District
- Huntington School District No. 16J
- Imbler School District No. 11
- InterMountain Education Service District
- Ione School District R2
- Jackson County School District No. 9
- Jackson Education Service District
- Jefferson County School District No. 509-J
- Jefferson School District
- Jewell School District No. 8
- John Day School District No. 3
- Jordan Valley School District No. 3
- Joseph School District No. 6
- Junction City School District No. 69
- Klamath County School District
- Klamath Falls City Schools
- Knappa School District
- La Grande School District No. 1
- Lake County School District No. 7
- Lake Ed Service District
- Lake Oswego School District No. 7J
- Lakeview School District No. 7
- Lane Education Service District
- Lebanon Community School District No. 9
- Lincoln County School District
- Linn-Benton-Lincoln Education Service District
- Long Creek School District No. 17
- Lowell School District No. 71
- Mapleton School District No. 32
- Marcola School District No. 79J
- McKenzie School District
- McMinnville School District No. 40
- Medford School District No. 549C
- Milton-Freewater School District No. 7
- Mitchell School District No. 55
- Molalla River School District
- Monument School District
- Morrow County School District
- Mt. Angel School District
- Multnomah Education Service District Consortium
- Myrtle Point School District
- Neah-Kah-Nie School District No. 56
- Nestucca Valley School District No. 101
- New Hope Christian Schools
- Newberg School District No. 29J
- North Bend School District No. 13
- North Central Education Service District
- North Clackamas School District No. 12
- North Douglas School District No. 22
- North Lake School District
- North Marion School District No. 15
- North Santiam School District No. 29
- North Wasco County School District No. 21
- Northwest Regional Education Service District
- Nyssa School District No. 26
- Oakland School District
- Oakridge School District No. 76
- Ontario School District No. 8C
- Oregon City School District No. 62
- Oregon Trail School District No. 46
- Paisley School District No. 11
- Parkrose School District No. 3
- Pendleton School District No. 16
- Perrydale School District No. 21J
- Philomath School District No. 17J
- Phoenix-Talent School District
- Pilot Rock School District No. 2
- Pine Eagle School District No. 61
- Pinehurst School District
- Pleasant Hill School District
- Plush School District 18
- Port Orford-Langlois School District No. 2CJ
- Portland Public School District No. 1
- Powers School District No. 31
- Prairie City School District No. 4
- Prospect School District
- Rainier School District No. 13
- Redmond School District No. 2J
- Reedsport School District No. 105
- Region 9 Education Service District
- Reynolds School District No. 7
- Riddle School District No. 70

South Carolina

- Lexington County School District No. 2
- Lexington County School District No. 3
- Lexington County School District No. 4
- Lexington-Richland Counties School District No. 5
- Marion County School District
- Marion County School District No. 7
- Marlboro County School District
- McCormick County School District
- Newberry County School District
- Oconee County School District
- Orangeburg Consolidated School District Four
- Orangeburg County Consolidated School District No. 3
- Orangeburg County Consolidated School District No. 5
- Pickens County School District
- Richland County School District No. 1
- Richland County School District No. 2
- Rock Hill School District No. 3
- Saluda School District No. 1
- South Carolina Public Charter School District
- Spartanburg County School District No. 1
- Spartanburg County School District No. 2
- Spartanburg County School District No. 3
- Spartanburg County School District No. 4
- Spartanburg County School District No. 5
- Spartanburg County School District No. 6
- Spartanburg County School District No. 7
- Sumter School District
- Sumter School District No. 17
- Sumter School District No. 2
- Union County School District
- Ware Shoals School District No. 51
- Williamsburg County Schools
- Williston School District No. 29
- York School District No. 1

Special District

- Abbeville Housing Authority
- Aiken Housing Authority
- Anderson Housing Authority
- Atlantic Beach Housing Authority
- Beaufort Housing Authority
- Beaufort-Jasper Water and Sewer Authority
- Beech Island Rural Community Water District
- Belton-Honea Path Water Authority
- Bennettsville Housing Authority
- Berea Public Service District
- Berkeley County Water and Sanitation Authority
- Big Creek Water and Sewerage District
- Bluffton Township Fire District
- Boiling Springs Fire District, Greenville County
- Broad Creek Public Service District
- Buffalo-Mt. Pisgah Fire Protection District
- Burton Fire District
- Central Midlands Regional Transit Authority
- Charleston Area Regional Transportation Authority
- Charleston County Aviation Authority
- Charleston County Housing and Redevelopment Authority
- Charleston Housing Authority
- Charleston Naval Complex Redevelopment Authority
- Charleston Soil and Water Conservation District
- Cheraw Housing Authority
- Chester Housing Authority
- Chester Metropolitan District
- Chester Sewer District
- Coast Regional Transportation Authority
- Columbia Housing Authority
- Conway Housing Authority
- Daniel Morgan Water District
- Darlington County Fire District
- Darlington County Water and Sewer Authority
- Darlington Housing Authority
- Donalds-Due West Water and Sewer Authority
- Dorchester County Sales Tax Transportation Authority
- Dorchester County Water Authority
- Duncan Chapel Fire District
- Easley Housing Authority
- Easley-Central Water District
- East Richland County Public Service District
- Edgefield County Water and Sewer Authority
- Florence Housing Authority
- Fort Mill Housing Authority
- Fripp Island Public Service District
- Gaffney Housing Authority
- Gaston Rural Community Water District
- Georgetown County Water and Sewer District
- Georgetown Housing Authority
- Gilbert-Summit Rural Water District
- Grand Strand Water and Sewer Authority
- Greenville Arena District
- Greenville County Recreation District
- Greenville County Redevelopment Authority
- Greenville Housing Authority
- Greenville Transit Authority
- Greenwood Metropolitan District
- Greer Housing Authority

Utah

- Davis Community Housing Authority
- Davis County Housing Authority
- Davis-Salt Lake Aerial Spray Authority
- Duchesne County Upper Country Water Improvement District
- Duchesne County Water Conservancy District
- Emery County Housing Authority
- Emery County Municipal Building Authority
- Emery County Special Service District No. 1
- Emery Water Conservancy District
- Emigration Improvement District
- Fruitland Special Service District
- Garden City Fire District
- Grand County Housing Authority
- Granger-Hunter Improvement District
- Heber Valley Special Service District
- Hooper Water Improvement District
- Jensen Water Improvement District
- Johnson Water Improvement District
- Jordan Valley Water Conservancy District
- Jordanelle Special Service District
- Juab Special Service Fire District
- Kane County Water Conservancy District
- Kearns Improvement District
- Lake Point Improvement District
- Logan-Cache Airport Authority
- Maeser Water and Sewer Improvement District
- Magna Mosquito Abatement District
- Magna Water District
- Metropolitan Water District of Salt Lake and Sandy
- Midvalley Improvement District
- Midway Sanitation District
- Milford Area Healthcare Service District
- Moab Mosquito Abatement District
- Moab Valley Fire Protection District
- Mountain Green Sewer Improvement District
- Mountain Regional Water Special Service District
- Mountain View Special Service District
- Mt. Olympus Improvement District
- North Davis County Sewer District
- North Davis Fire District
- North Emery Water Users Special Service District
- North Fork Special Services District
- North Pointe Solid Waste Special Service District
- North Summit Fire District
- North Tooele County Fire Protection District
- North Utah Water Conservancy District
- North View Fire District
- Ogden Housing Authority
- Ouray Park Water Improvement District
- Park City Fire Service District
- Price River Water Improvement District
- Provo Housing Authority
- Rockville/Springdale Fire Protection District
- Roosevelt City Housing Authority
- Salt Lake City Housing Authority
- Salt Lake City Mosquito Abatement District
- Salt Lake County Housing Authority
- Sandy Suburban Improvement District
- Scofield Reservoir Special Service District
- Sevier County Special Service District No. 1
- Skyline Mountain Special Service District
- Snyderville Basin Special Recreation District
- Snyderville Basin Water Reclamation District
- Solid Waste Special Service District No. 1
- South Davis Sewer District
- South Davis Water District
- South Ogden Conservation District
- South Salt Lake Valley Mosquito Abatement District
- South Summit Fire Protection District
- South Utah Valley Solid Waste District
- South Valley Sewer District
- Southeastern Utah Housing Authority
- Spanish Valley Water and Sewer Improvement District
- St. George Housing Authority
- Stansbury Park Improvement District
- Strawberry Electric Service District
- Sugar House Park Authority
- Tabby Valley Park Special Service District
- Taylorsville-Bennion Improvement District
- Thompson Special Service District
- Timpanogos Special Service District
- Tooele County Housing Authority
- Tooele County Recreation Special Service District
- Tridell-Lapoint Water Improvement District
- Uintah Animal Control and Shelter Special Service District
- Uintah County Municipal Building Authority
- Uintah Fire Suppression Special Service District
- Uintah Health Care Special Service District
- Uintah Highlands Water and Sewer Improvement District
- Uintah Mosquito Abatement District
- Uintah Recreation District
- Uintah Transportation Special Service District
- Uintah Water Conservancy District
- Unified Fire Authority

Washington

Education (K-12)

- Aberdeen School District No. 5
- Adna School District No. 226
- Almira School District No. 17
- Anacortes School District No. 103
- Arlington Public Schools
- Asotin-Anatone School District
- Auburn School District No. 408
- Bainbridge Island School District No. 303
- Battle Ground School District No. 119
- Bellevue Christian School District
- Bellevue School District No. 405
- Bellingham School District No. 501
- Benge School District No. 122
- Bethel School District No. 403
- Bickleton School District
- Blaine School District No. 503
- Boistfort School District No. 234
- Bremerton School District
- Brewster School District No. 111
- Bridgeport School District No. 75
- Brinnon School District No. 46
- Burlington-Edison School District No. 100
- Camas School District
- Cape Flattery School District No. 401
- Capital Region Educational Service District No. 113
- Carbonado Historical School District No. 19
- Cascade Christian Schools
- Cascade School District No. 228
- Cashmere School District No. 222
- Castle Rock School District No. 401
- Central Kitsap School District No. 401
- Central Valley School District No. 356
- Centralia School District No. 401
- Chehalis School District No. 302
- Cheney School District No. 360
- Chewelah School District No. 36
- Chief Leschi School System
- Chimacum School District No. 49
- Clarkston School District No. J250-185
- Cle Elum-Roslyn School District
- Clover Park School District No. 400
- Colfax School District No. 300
- College Place School District No. 250
- Colton School District No. 306
- Columbia School District No. 206
- Columbia School District No. 206, Stevens County
- Columbia School District No. 400
- Colville School District No. 115
- Concrete School District No. 11
- Conway Consolidated School District No. 317
- Cosmopolis School District
- Coulee-Hartline School District No. 151
- Coupeville School District No. 204
- Crescent School District
- Creston School District No. 73
- Curlew School District No- 50
- Cusick School District
- Darrington School District No. 330
- Davenport School District No. 207
- Dayton School District No. 2
- Deer Park School District No. 414
- Dieringer School District
- Dixie School District
- East Valley School District No. 361
- East Valley School District No. 361, Spokane County
- East Valley School District No. 90, Yakima County
- Eastmont School District No. 206
- Eatonville School District No. 404
- Edmonds School District No. 15
- Educational Service District No. 112
- Ellensburg School District No. 401
- Elma School District No. 68
- Endicott School District No. 308
- Entiat School District No. 127
- Enumclaw School District No. 216
- Ephrata School District No. 165
- Evaline School District No. 36
- Everett School District No. 2
- Evergreen School District No. 114, Clark County
- Evergreen School District No. 205
- Federal Way Public Schools
- Ferndale School District No. 502
- Fife School District No. 417
- Finley School District
- Franklin Pierce School District No. 402
- Freeman School District No. 358
- Garfield School District No. 302
- Glenwood School District
- Goldendale School District
- Grand Coulee Dam School District
- Grandview School District No. 200
- Granger School District No. 204
- Granite Falls School District No. 332

Hawaii

Idaho

Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District
West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District

Oregon

Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

Special District

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District
Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District

South Carolina

Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

State

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health
South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

Utah

Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

State

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

Tribal

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

Washington

Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65
Oroville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1

Hawaii

Idaho

- Wilderness Ranch Fire Protection District
- Winona Highway District
- Worley Fire District
- Worley Highway District

State

- Idaho Department of Administration
- Idaho Department of Health and Welfare
- State Of Idaho

Tribal

- Coeur d'Alene Tribe
- Kootenai Tribe of Idaho
- Nez Perce Tribal Enterprises
- Nez Perce Tribe
- Shoshone-Bannock Tribes

Oregon

- Colton Fire District
- Colton Water District
- Columbia Corridor Drainage Districts Joint Contracting Authority
- Columbia Health District
- Columbia Improvement District
- Columbia River People's Utility District
- Columbia Soil and Water Conservation District
- Coos County Airport District
- Coos County Library Service District
- Coquille Indian Housing Authority
- Coquille Valley Hospital District
- Corbett Water District
- Corvallis Rural Fire Protection District
- Cove Rural Fire Protection District
- Crooked River Ranch Rural Fire Protection District
- Crooked River Ranch Special Road District
- Curry Health District
- Curry Public Library District
- Dallas Cemetery District No. 4
- Dean Minard Water District
- Dee Rural Fire Protection District
- Deschutes County 911 Service District
- Deschutes County Rural Fire District No. 1
- Deschutes Valley Water District
- Devils Lake Water Improvement District
- Dexter Rural Fire Protection District
- Douglas County Fire District No. 2
- Douglas County Housing Authority
- Douglas Soil and Water Conservation District
- Drakes Crossing Rural Fire Protection District
- Dufur Recreation District
- Eagle Valley Soil and Water Conservation District
- East Fork Irrigation District
- East Multnomah Soil and Water Conservation District
- East Umatilla County Health District
- East Valley Water District
- Echo Rural Fire District
- Elsie-Vinemaple Rural Fire Protection District No. 11
- Emerald People's Utility District
- Estacada Rural Fire District No. 69
- Fairview Water District
- Falcon Cove Beach Water District
- Farmers Irrigation District
- Gardiner Sanitary District
- Gaston Rural Fire District
- Gates Rural Fire Protection District
- Gearhart Rural Fire Protection District
- Glendale Rural Fire Protection District
- Gleneden Sanitary District
- Goshen Fire District
- Government Camp Sanitary District
- Grand Ronde Sanitary District
- Grant County Transportation District
- Grant Soil and Water Conservation District
- Grants Pass Irrigation District
- Green Sanitary District
- Hahlen Road Special District
- Halsey-Shedd Rural Fire Protection District
- Hamlet Rural Fire Protection District
- Harbor Sanitary District
- Harbor Water Public Utility District
- Harney District Hospital
- Harney Soil and Water Conservation District
- Harriman Rural Fire Protection District
- Hazeldell Rural Fire Protection District
- Hebo Joint Water and Sewer Authority
- Heceta Water District
- Hermiston Cemetery District
- Hermiston Fire and Emergency Services District
- Hermiston Irrigation District
- Hood River County Library District
- Hood River County Transportation District
- Hood River Valley Parks and Recreation District
- Hoodland Fire District No. 74
- Hubbard Rural Fire Protection District
- Ice Fountain Water District
- Illinois Valley Rural Fire Protection District
- Ione Rural Fire Protection District
- Irrigon Community Park and Recreation Maintenance District
- Jackson County Airport Authority
- Jackson County Fire District No. 3
- Jackson County Fire District No. 5
- Jackson County Housing Authority
- Jackson County Library District
- Jackson County Vector Control District
- Jackson Soil and Water Conservation District
- Jefferson Rural Fire Protection District
- John Day/Canyon City Parks and Recreation District
- Junction City Rural Fire Protection District
- Juniper Flat Rural Fire Protection District
- Keating Soil and Water Conservation District
- Keizer Rural Fire Protection District
- Keno Fire Protection District
- Kernville-Gleneden Beach-Lincoln Beach Water District

South Carolina

Township

- Township of Grand Meadow

Tribal

- Catawba Indian Nation

Utah

Washington

- Pateros School District
- Paterson School District No. 50
- Pe Ell School District No. 301
- Peninsula School District
- Pioneer School District No. 402
- Pomeroy School District No. 110
- Port Angeles School District No. 121
- Port Townsend School District No. 50
- Prescott School District No. 402-37
- Pride Prep Schools
- Prosser School District No. 116
- Puget Sound Educational Service District
- Pullman School District No. 267
- Puyallup School District No. 3
- Queets-Clearwater School District No. 20
- Quilcene School District No. 48
- Quillayute Valley School District No. 402
- Quincy School District No. 144
- Rainier School District No. 307
- Raymond School District No. 116
- Reardan-Edwall School District
- Renton School District No. 403
- Republic School District
- Richland School District No. 400
- Ridgefield School District No. 122
- Ritzville School District
- Riverside School District
- Riverview School District No. 407
- Rochester School District
- Rosalia School District No. 320
- Royal School District
- San Juan Island School District No. 149
- Satsop School District No. 104
- Seattle Public Schools
- Sedro-Woolley School District No. 101
- Selah School District No. 119
- Selkirk School District No. 70
- Sequim School District No. 323
- Shaw Island School District No. 10
- Shelton School District No. 309
- Shoreline School District No. 412
- Skykomish School District
- Snohomish School District No. 201
- Snoqualmie Valley School District No. 410
- Soap Lake School District No. 156
- South Bend School District No. 118
- South Kitsap School District No. 402
- South Whidbey School District No. 206
- Southside School District
- Spokane Public Schools
- Sprague School District
- St. John School District No. 322
- Stanwood-Camano School District No. 401
- Steilacoom Historical School District No. 1
- Steptoe School District No. 304
- Stevenson-Carson School District No. 303
- Sultan School District No. 311
- Summit Valley School District 202
- Sumner School District No. 320
- Sunnyside School District No. 201
- Tacoma School District No. 10
- Taholah School District No. 77
- Tahoma School District No. 409
- Tekoa School District No. 265
- Tenino School District No. 402
- Thorp School District No. 400
- Toledo School District No. 237
- Tonasket School District
- Toppenish School District No. 202
- Touchet School District No. 300
- Toutle Lake School District No. 130
- Trout Lake School District No. R-400
- Tukwila School District No. 406
- Tumwater School District No. 33
- Union Gap School District No. 2
- University Place School District No. 83
- Valley School District
- Valley School District No. 70
- Vancouver School District No. 37
- Vashon Island School District No. 402
- Wahkiakum School District No. 200
- Wahluke School District No. 73
- Waitsburg School District
- Walla Walla School District No. 140
- Wapato School District No. 207
- Warden School District No. 146-161
- Washington Schools Risk Management Pool
- Washington State Educational Service District
- Washougal School District
- Washtucna School District
- Waterville School District No. 209
- Wellpinit School District
- Wenatchee School District No. 246
- West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			**Special District**
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Malheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Mid-County Cemetery Maintenance District			Bellingham Housing Authority
		Middle Fork Irrigation District			Bellingham Public Development Authority
		Miles Crossing Sanitary Sewer District			Benton County Diking District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 1
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 2
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 4
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 5
		Molalla River Improvement District			Benton County Fire Protection District No. 6
		Molalla Rural Fire Protection District No. 73			Benton County Mosquito Control District
		Monroe Rural Fire Protection District			Benton County Public Utility District No. 1
		Morrow County Health District			Benton Irrigation District
		Mountain View Hospital District			Benton-Franklin Health District
		Mt. Angel Fire District			Beverly Water District
		Multnomah County Drainage District No. 1			Birch Bay Water and Sewer District
		Multnomah County Rural Fire Protection District No. 10			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 14			Bremerton Housing Authority
		Nesika Beach-Ophir Water District			Buckhannon-Upshur County Airport Authority
		Neskowin Regional Sanitary Authority			Burbank Irrigation District No. 4
		Neskowin Regional Water District			Carnhope Irrigation District No 7
		Nestucca Rural Fire Protection District			Cascadia Conservation District
		Netarts Oceanside Sanitary District			Cedar River Water and Sewer District
		Netarts-Oceanside Rural Fire Protection District			Central Klickitat County Park and Recreation District
		North Bay Rural Protection Fire District			Central Pierce Fire and Rescue District No. 6
		North Bend City/Coos-Curry Housing Authority			Central Puget Sound Regional Transit Authority
		North Central Public Health District			Central Valley Ambulance Authority
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 1
		North County Recreation District			Chelan County Fire District No. 3
		North Gilliam Cemetery District			Chelan County Fire District No. 5
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 6
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 7
		North Powder Rural Fire Protection District			Chelan County Fire District No. 8
		North Sherman County Rural Fire Protection District			Chelan County Fire District No. 9
		North Unit Irrigation District			Chelan County Public Hospital District No. 1
		Northeast Oregon Housing Authority			Chelan County Public Utility District No. 1
		Northern Wasco County Park and Recreation District			Chelan County/Wenatchee Housing Authority
		Northern Wasco County People's Utility District			Chelan-Douglas Health District
		Northwest Oregon Housing Authority			Chinook Water District
		Nyssa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nyssa Rural Fire Protection District			Clallam Conservation District
		Oak Hill Sanitary District			Clallam County Fire District No. 2
		Oak Lodge Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Water District			Clallam County Fire District No. 6
		Oceanside Water District			Clallam County Fire Protection District No. 1
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 3
		Odell Sanitary District			Clallam County Fire Protection District No. 4
		Ontario Library District			Clallam County Hospital District No. 1
		Oregon Fire Districts Association			Clallam County Housing Authority
		Oregon Infrastructure Finance Authority			Clallam County Parks and Recreation District No. 1
		Oregon Trail Library District			Clallam County Public Hospital District No. 2
		Oregon Water Wonderland Unit II Sanitary District			Clallam County Public Utility District No. 1
		Owyhee Irrigation District			Clark County Fire District No. 10
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 11
		Pacific Communities Health District			Clark County Fire District No. 13
		Palatine Hill Water District			Clark County Fire District No. 5
		Peninsula Drainage District No. 1			Clark County Fire Protection District No. 3
		Peninsula Drainage District No. 2			Clark County Fire Protection District No. 6
		Pilot Rock Fire Protection District			Clark County Public Utility District No. 1
		Pine Grove Rural Fire Protection District			Clark Regional Wastewater District
		Pleasant Hill Rural Fire Protection District			Cline Irrigation District

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		Pleasant Home Water District			Clinton Water District
		Polk County Fire District No- 1			Coal Creek Utility District
		Polk County Housing Authority			Columbia Conservation District
		Polk Soil and Water Conservation District			Columbia County Fire District No. 3
		Portland Metropolitan Area Water District			Columbia County Public Hospital District No. 1
		Public Procurement Authority			Columbia County Rural Library District
		Rainbow Water District			Columbia Irrigation District
		Raleigh Water District			Columbia Valley Water District
		Redmond Area Park and Recreation District			Colville Indian Housing Authority
		Riddle Rural Fire District			Consolidated Irrigation District No. 14
		River Forest Acres Special Road District			Covington Water District
		River Road Park and Recreation District			Cowiche Sewer District
		Rivergrove Water District			Cowlitz County Cemetery District No. 2
		Roads End Sanitary District			Cowlitz County Fire District No. 6
		Roberts Creek Water District			Cowlitz County Public Utility District No. 1
		Rockwood Water People's Utility District			Cowlitz Transit Authority
		Rogue River Cemetery Maintenance District			Cross Valley Water District
		Rogue Valley Transportation District			Dallesport Water District
		Roseburg Urban Sanitary Authority			Douglas County Fire District No. 2
		Sable Drive Road District			Douglas County Fire Protection District No. 5
		Salem Area Mass Transit District			Douglas County Public Utility District No. 1
		Salem Housing Authority			Douglas County Sewer District No. 1
		Salem-Keizer Transit District			Douglas-Okanogan County Fire District No. 15
		Santa Clara Rural Fire Protection District			East Columbia Basin Irrigation District
		Santiam Water Control District			East Gig Harbor Water District
		Scappoose Rural Fire District			East Lewis County Public Development Authority
		Scio Rural Fire District			East Pierce Fire and Rescue District No. 22
		Scottsburg Rural Fire District			East Spokane Water District No. 1
		Seal Rock Fire District			East Wenatchee Water District
		Seal Rock Water District			Eastmont Metropolitan Park District
		Shangri-La Water District			Eastsound Sewer and Water District
		Shasta View Irrigation District			Edmonds Public Facilities District
		Siletz Rural Fire Protection District			Ellensburg Business Development Authority
		Silverton Fire District			Enterprise Cemetery District No. 7
		Sisters-Camp Sherman Rural Fire Protection District			Entiat Irrigation District
		Siuslaw Public Library District			Everett Housing Authority
		South Clackamas Transportation District			Everett Public Facilities District
		South Suburban Sanitary District			Evergreen Water-Sewer District No. 19
		Southern Curry Cemetery Maintenance District			Fall City Water District
		Southwest Lincoln County Water District			Ferry County Public Utility District No. 1
		Spring River Special Road District			Ferry/Okanogan County Fire Protection District No. 13
		Springfield Utility District			Fisherman Bay Sewer District
		Stanfield Fire District No. 7-402			Foster Creek Conservation District
		Stayton Fire District			Four Lakes Water District No. 10
		Suburban East Salem Water District			Franklin Conservation District
		Sunrise Water Authority			Franklin County Cemetery District No. 2
		Sunset Empire Transportation District			Franklin County Fire District No. 1
		Swalley Irrigation District			Franklin County Fire Protection District No. 3
		Sweet Home Fire and Ambulance District			Franklin County Irrigation District No. 1
		Talent Irrigation District			Franklin County Public Utility District No. 1
		Terrebonne Domestic Water District			Freeland Water and Sewer District
		Three Sisters Irrigation District			Ft. Worden Public Development Authority
		Tillamook County Transportation District			Gardena Farms Irrigation District No. 13
		Tillamook People's Utility District			Goforth Special Utility District
		Tiller Rural Fire District			Grand Coulee Project Hydroelectric Authority
		Toledo Rural Fire Protection District			Grandview Irrigation District
		Tri City Rural Fire District No. 4			Grant County Airport District No. 1
		Tri City Water District			Grant County Fire District No. 10
		Tri-City Service District			Grant County Fire District No. 11
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 3
		Tualatan Hills Park and Recreation District			Grant County Fire District No. 4
		Tualatin Hills Park and Recreation District			Grant County Fire District No. 7
		Tualatin Valley Irrigation District			Grant County Fire Protection District No. 5
		Tualatin Valley Water District			Grant County Housing Authority
		Tumalo Irrigation District			Grant County Mosquito Control District No. 1
		Twin Rocks Sanitary District			Grant County Mosquito District No. 2
		Umatilla County Housing Authority			Grant County Port District No. 4
		Umatilla Hospital District			Grant County Port District No. 6
		Umatilla Land Redevelopment Authority			Grant County Port District No. 7
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 1
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 2
		Umatilla Rural Fire Protection District			Grant County Public Hospital District No. 3
		Union Cemetery District			Grant County Public Hospital District No. 4
		Vale Oregon Irrigation District			Grant County Public Utility District No. 2
		Valley View Water District			Grant Transit Authority
		Vandevert Acres Special Road District			Grays Harbor Conservation District
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 1
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 12
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 14
		Wamic Water and Sanitary Authority			Grays Harbor County Fire Protection District No. 2
		Warm Springs Housing Authority			Grays Harbor County Fire Protection District No. 7
		Wasco County Soil and Water Conservation District			Grays Harbor County Housing Authority
		Washington County Fire District No. 2			Grays Harbor County Water District No. 1
		Washington County Housing Authority			Grays Harbor County Water District No. 2
		Water Wonderland Improvement District			Grays Harbor Drainage District No. 1
		Wedderburn Sanitary District			Grays Harbor Fire District No. 10
		West Slope Water District			Grays Harbor Historical Seaport Authority
		West Valley Housing Authority			Grays Harbor Public Utility District No. 1
		Western Lane Ambulance District			Grays Harbor Transportation Authority
		Westport Wauna Rural Fire Protection District			Greater Wenatchee Irrigation District
		Westwood Hills Road District			Greater Wenatchee Regional Events Center Public Facilities District
		Wiard Memorial Park District			Green Tank Irrigation District No. 11
		Wickiup Water District			Hartstene Pointe Water-Sewer District
		Willamalane Park and Recreation District			Highland Water District

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		Williams Rural Fire Protection District			Highlands Sewer District
		Willow Creek Park District			Highline Water District
		Winchester Bay Sanitary District			Historic Seattle Preservation and Development Authority
		Winston-Dillard Fire District			Holmes Harbor Sewer District
		Winston-Dillard Water District			Hunters Water District
		Woodburn Rural Fire Protection District			Hydro Irrigation District No. 9
		Yamhill County Housing Authority			Icicle Irrigation District
		Yamhill Fire Protection District			Inchelium Water District
		Youngs River-Lewis and Clark Water District			Irvin Water District No. 6
		State			Island County Fire District No. 3
		Oregon Department of Administrative Services			Island County Fire Protection District No. 1
		Oregon Department of Revenue			Island County Housing Authority
		Oregon Health Licensing Agency			Jefferson County Conservation District
		Oregon Higher Education Coordinating Commission			Jefferson County Fire District No. 5
		Oregon Secretary of State			Jefferson County Fire Protection District No. 1
		Oregon State Board of Nursing			Jefferson County Fire Protection District No. 3
		State of Oregon			Jefferson County Public Utility District No. 1
		Tribal			Jefferson County Water District No. 3
		Burns Paiute Tribe			Jefferson Transit Authority
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Juniper Beach Water District
		Confederated Tribes of Grand Ronde Community			Kapowsin Water District
		Confederated Tribes of Siletz Indians			Kelso Housing Authority
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Housing Authority
		Confederated Tribes of the Warm Springs			Kennewick Irrigation District
		Coquille Indian Tribe			Kennewick Public Facilities District
		Klamath Tribes			Kennewick Public Hospital District
					Kent Fire Department Regional Fire Authority
					Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					Kittitas County Conservation District
					Kittitas County Fire District No. 2
					Kittitas County Fire Protection District No. 7
					Kittitas County Hospital District No. 2
					Kittitas County Housing Authority
					Kittitas County Public Utility District No. 1
					Kittitas County Water District No. 5
					Kittitas County Water District No. 6
					Kittitas County Water District No. 7
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District
					Lake Stevens Sewer District
					Lake Wenatchee Water District
					Lake Whatcom Water and Sewer District
					Lakehaven Utility District
					Lakewood Water District
					Lenora Water and Sewer District

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					Lewis County Conservation District
					Lewis County Fire District No. 1
					Lewis County Fire District No. 11
					Lewis County Fire District No. 13
					Lewis County Fire District No. 18
					Lewis County Fire District No. 9
					Lewis County Fire Protection District No. 14
					Lewis County Fire Protection District No. 16
					Lewis County Fire Protection District No. 2
					Lewis County Fire Protection District No. 5
					Lewis County Fire Protection District No. 6
					Lewis County Fire Protection District No. 8
					Lewis County Hospital District No. 1
					Lewis County Public Facilities District
					Lewis County Public Utility District No. 1
					Lewis County Water District No. 1
					Lewis County Water District No. 3
					Lewis Public Transportation Benefit Area Authority
					Liberty Lake Sewer and Water District
					Lincoln County Fire District No. 1
					Lincoln County Fire District No. 4
					Lincoln County Fire Protection District No. 5
					Lincoln County Fire Protection District No. 6
					Lincoln County Fire Protection District No. 8
					Lincoln County Hospital District No. 3
					Lincoln-Adams County Fire Protection District No. 3
					Longview Housing Authority
					Lopez Island Library District
					Lower Elwha Housing Authority
					Lower Squilchuck Irrigation District
					Lummi Housing Authority
					Lummi Tribal Sewer and Water District
					Makah Housing Authority
					Malaga Water District
					Manchester Water District
					Manson Park and Recreation District
					Marshland Flood Control District
					Marysville Fire District
					Mason Conservation District
					Mason County Fire District No. 13
					Mason County Fire District No. 17
					Mason County Fire District No. 2
					Mason County Fire District No. 4
					Mason County Fire Protection District No. 5
					Mason County Fire Protection District No. 8
					Mason County Housing Authority
					Mason County Public Hospital District No. 1
					Mason County Public Utility District No. 1
					Mason County Public Utility District No. 3
					Mason County Transit Authority
					Methow Valley Irrigation District
					Mid-Columbia Library District
					Midway Sewer District
					Moab Irrigation District No. 20
					Moses Lake Irrigation and Rehabilitation District
					Mukilteo Water and Wastewater District
					Naches-Selah Irrigation District
					North Beach Water District
					North Central Washington Economic Development District
					North City Water District
					North County Regional Fire Authority
					North Highline Fire District
					North Perry Avenue Water District
					North Whidbey Park and Recreation District
					Northeast Sammamish Sewer and Water District
					Northshore Utility District
					Northwest Park and Recreation District No. 2
					Okanogan Conservation District
					Okanogan County Cemetery District No. 4
					Okanogan County Fire District No. 6
					Okanogan County Fire Protection District No. 11
					Okanogan County Housing Authority
					Okanogan County Public Hospital District No. 3
					Okanogan County Public Hospital District No. 4
					Okanogan County Public Utility District No. 1
					Okanogan Fire Protection District No. 16
					Okanogan Irrigation District
					Olympic View Water and Sewer District
					Olympus Terrace Sewer District
					Orcas Island Library District
					Orchard Avenue Irrigation District No. 6
					Oroville Housing Authority
					Oroville-Tonasket Irrigation District
					Othello Housing Authority
					Pacific Conservation District
					Pacific County Fire District No. 2
					Pacific County Fire Protection District No. 1
					Pacific County Fire Protection District No. 3
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2

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					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No- 1
					Puyallup Tribal Health Authority
					Quileute Housing Authority
					Quinault Housing Authority
					Quincy-Columbia Basin Irrigation District
					Renton Housing Authority
					Richland Housing Authority
					Richland Public Facilities District
					Ronald Wastewater District
					Roza Irrigation District
					Sacheen Lake Sewer and Water District
					Sammamish Plateau Water and Sewer District
					San Juan Island Library District
					Saratoga Water District
					Scatchet Head Water District
					Seattle Chinatown International District Preservation and Development Author
					Seattle Housing Authority
					Seattle Southside Regional Tourism Authority
					Selah-Moxee Irrigation District
					Si View Metropolitan Park District
					Silver Lake Flood Control District
					Silver Lake Water And Sewer District
					Silverdale Water District
					Skagit Conservation District
					Skagit County Cemetery District No. 2
					Skagit County Fire District No. 10
					Skagit County Fire District No. 11
					Skagit County Fire District No. 15
					Skagit County Fire District No. 9
					Skagit County Fire Protection District No. 13
					Skagit County Fire Protection District No. 14
					Skagit County Fire Protection District No. 2
					Skagit County Fire Protection District No. 3
					Skagit County Fire Protection District No. 4
					Skagit County Fire Protection District No. 5
					Skagit County Fire Protection District No. 8
					Skagit County Housing Authority
					Skagit County Public Hospital District No. 1
					Skagit County Public Hospital District No. 2
					Skagit County Public Hospital District No. 304
					Skagit County Public Utility District No. 1
					Skagit County Sewer District No. 1
					Skagit County Sewer District No. 2
					Skagit Valley Public Hospital District No. 1
					Skamania County Fire District No. 1
					Skamania County Fire District No. 4
					Skamania County Public Hospital District No. 1
					Skamania County Public Utility District No. 1
					Skamokawa Water and Sewer District
					Skyway Water and Sewer District
					Snohomish County Fire District No. 15
					Snohomish County Fire District No. 16
					Snohomish County Fire District No. 19
					Snohomish County Fire District No. 26
					Snohomish County Fire District No. 5
					Snohomish County Fire Protection District No. 1
					Snohomish County Fire Protection District No. 17
					Snohomish County Fire Protection District No. 21
					Snohomish County Fire Protection District No. 22
					Snohomish County Fire Protection District No. 25
					Snohomish County Fire Protection District No. 28
					Snohomish County Fire Protection District No. 3
					Snohomish County Fire Protection District No. 7

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					Snohomish County Housing Authority
					Snohomish County Public Hospital District No. 1
					Snohomish County Public Hospital District No. 2
					Snohomish County Public Utility District No. 1
					Snohomish Health District
					Snohomish River Regional Water Authority
					Snoqualmie Valley Hospital District
					South Columbia Basin Irrigation District
					South Correctional Entity Public Development Authority
					South Naches Irrigation District
					South Whatcom Fire Authority
					South Whidbey Parks and Recreation District
					South Yakima Conservation District
					Southwest Suburban Sewer District
					Spokane Conservation District
					Spokane County Fire District No. 12
					Spokane County Fire District No. 2
					Spokane County Fire District No. 4
					Spokane County Fire Protection District No. 10
					Spokane County Fire Protection District No. 11
					Spokane County Fire Protection District No. 13
					Spokane County Fire Protection District No. 3
					Spokane County Fire Protection District No. 5
					Spokane County Fire Protection District No. 8
					Spokane County Fire Protection District No. 9
					Spokane County Library District
					Spokane County Water District No. 3
					Spokane Housing Authority
					Spokane Indian Housing Authority
					Spokane Public Facilities District
					Spokane Regional Health District
					Spokane Transit Authority
					Startup Water District
					Steptoe Sewer District No. 1
					Stevens County Fire District No. 2
					Stevens County Fire District No. 6
					Stevens County Fire Protection District No. 1
					Stevens County Fire Protection District No. 10
					Stevens County Fire Protection District No. 12
					Stevens County Fire Protection District No. 5
					Stevens County Public Utility District No. 1
					Stevens County Rural Library District
					Stevens Pass Sewer District
					Sun Harbor Water District No. 3
					Sunnyside Housing Authority
					Sunnyside Valley Irrigation District
					Sunnyslope Water District
					Swinomish Housing Authority
					Tacoma Community Redevelopment Authority
					Tacoma Housing Authority
					Tacoma Metropolitan Park District
					Terrace Heights Sewer District
					Thea Foss Waterway Development Authority
					Three Rivers Regional Wastewater Authority
					Thurston Conservation District
					Thurston County Fire District No. 12
					Thurston County Fire District No. 4
					Thurston County Fire District No. 9
					Thurston County Fire Protection District No. 3
					Thurston County Fire Protection District No. 5
					Thurston County Fire Protection District No. 6
					Thurston County Fire Protection District No. 8
					Thurston County Housing Authority
					Thurston County Public Utility District No. 1
					Tri-County Economic Development District
					Tukwila Metropolitan Park District
					Underwood Conservation District
					Union Gap Irrigation District
					Val Vue Sewer District
					Valley Regional Fire Authority
					Valley View Sewer District
					Valley Water District
					Vancouver Housing Authority
					Vashon Park District
					Wahkiakum County Public Utility District No. 1
					Wahkiakum Fire Protection District No. 1
					Wahkiakum Port District No. 1
					Walla Walla County Fire Protection District No. 1
					Walla Walla County Fire Protection District No. 3
					Walla Walla County Fire Protection District No. 4
					Walla Walla County Fire Protection District No. 5
					Walla Walla County Fire Protection District No. 8
					Walla Walla County Rural Library District
					Walla Walla Housing Authority
					Wallula Water District No. 1
					Washington State Convention Center Public Facilities District
					Washington State Major League Baseball Stadium Public Facilities District
					Washington State Tobacco Settlement Authority
					Water District 19
					Wells Ranch Irrigation District
					Wenatchee Reclamation District
					Wenatchee-Chiwawa Irrigation District
					West Sound Utility District
					Whatcom Conservation District

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					Whatcom County Fire District No. 1
					Whatcom County Fire District No. 11
					Whatcom County Fire District No. 14
					Whatcom County Fire District No. 16
					Whatcom County Fire District No. 17
					Whatcom County Fire District No. 4
					Whatcom County Fire District No. 5
					Whatcom County Fire District No. 7
					Whatcom County Fire District No. 8
					Whatcom County Public Utility District No. 1
					Whatcom County Water District No. 12
					Whatcom County Water District No. 13
					Whatcom County Water District No. 2
					Whatcom County Water District No. 7
					Whatcom Transportation Authority
					Whidbey Island Public Hospital District
					Whitestone Reclamation District
					Whitman County Fire District No. 11
					Whitman County Fire Protection District No. 12
					Whitman County Fire Protection District No. 14
					Whitman County Fire Protection District No. 7
					Whitman County Public Hospital District No. 3
					Whitman County Rural Library District
					Whitworth Water District No. 2
					Willapa Valley Water District
					William Shore Memorial Pool District
					Williams Lake Sewer District No. 2
					Wine Science Center Development Authority
					Wollochet Harbor Sewer District
					Woodinville Water District
					Yakima County Fire District No. 1
					Yakima County Fire District No. 3
					Yakima County Fire District No. 4
					Yakima County Fire District No. 5
					Yakima County Fire District No. 6
					Yakima County Fire Protection District No. 12
					Yakima County Fire Protection District No. 14
					Yakima County Mosquito Control District
					Yakima Housing Authority
					Yakima Regional Clean Air Authority
					Yakima Rural County Library District
					Yakima-Tieton Irrigation District
					State
					North Seattle Community College
					Seattle Colleges
					State Of Washington
					Washington State Department of Enterprise Services
					Washington State Department of Health
					Washington State Department of Social and Health Services
					Washington State Health Care Authority
					Tribal
					Columbia River Inter-Tribal Fish Commission
					Confederated Tribes of the Chehalis Reservation
					Confederated Tribes of the Colville Reservation
					Confederated Tribes of the Yakama Nation
					Cowlitz Indian Tribe
					Hoh Indian Tribe
					Jamestown S'Klallam Tribe
					Kalispel Tribe of Indians
					Lower Elwha Klallam Tribe
					Lummi Indian Nation
					Makah Tribe
					Muckleshoot Indian Tribe
					Nisqually Indian Tribe
					Nooksack Indian Tribe
					Port Gamble S'Klallam Tribe
					Puyallup Tribe of Indians
					Quileute Indian Tribe
					Quinault Indian Nation
					Samish Indian Nation
					Sauk-Suiattle Indian Tribe
					Skokomish Indian Tribe
					Snoqualmie Indian Tribe
					Spokane Tribe
					Squaxin Island Tribe
					Stillaguamish Tribe of Indians
					Suquamish Tribe
					Swinomish Indian Tribal Community
					Tulalip Tribes
					Upper Skagit Indian Tribe
					Yakama Nation Land Enterprise

Appendix C - Political Subdivision List for Virginia

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castlewood Water and Sewage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisa County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Claremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsville	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Exmore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Gretna	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grottoes	Northern Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Roanoke City Public Schools	York County			
Town of Hamilton	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Haysi	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Peumansend Creek Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keysville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parksley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock-Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazwell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toms Brook-Maurertown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsulas Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wired Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

Contract Award
RFP #120617

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: November 21, 2017

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

Contact Person: Seth Charna Title: Industry Representative

Authorized Signature: Bart Myers
(Name printed or typed)

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 #: 120617-CAT

Proposer's full legal name: Caterpillar 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 January 29, 2018 and will expire on January 29, 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/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CAT

Vendor Authorized Signatures:

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

Vendor Name Caterpillar Inc.

Authorized Signatory's Title General Manager - IPSD Power Generation

VENDOR AUTHORIZED SIGNATURE

Bart Myers
(NAME PRINTED OR TYPED)

Executed on January 26, 2018

NJPA Contract # 120617-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: (309) 675-1000

E-mail Address: Contact Seth Charna: Charna_Seth@cat.com

Authorized Signature: [signature]

Authorized Name (printed): Bart Myers

Title: General Manager - IPSD Power Generation

Date: November 21, 2017

Notarized

RATMONY CHHUTH
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129118195

Subscribed and sworn to before me this 21 day of November, 2017

Notary Public in and for the County of Harris State of Texas

My commission expires: 9/10/2020

Signature: Ratmony Chhuth

CAT
CAT
CAT
EMPIRE
CAT

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Nicole Antonopoulos, Sustainability Manager
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration and Approval of Contract: Arizona Power Authority Hoover Municipal Power Exchange Program.

STAFF RECOMMENDED ACTION:

Participate in the Arizona Power Authority Hoover Municipal Power Exchange Program.

Executive Summary:

The City is under contract with the Arizona Power Authority to receive 373 kilowatts (814,103 kilowatt hours) of energy from Hoover Dam at a significantly lower rate than the City currently pays to APS. This contract was approved by the former City Council in 2016 and is valid until 2067.

The Arizona Power Authority Hoover Municipal Power Exchange Program will allow the City to purchase wholesale power from other Hoover power customers that are not using their total power allocations. By doing so, the City would improve its likelihood of receiving its total annual Hoover allocation of 373 kilowatts and increase fiscal savings. The reason the City is not receiving the total power allocation is due to drought, maintenance, outages, and other factors at Hoover Dam.

Other municipalities joining this pooling program include Payson, Sedona, Globe, Phoenix, and Sierra Vista. If the program is approved, Current Insight Inc., is approved by the Arizona Power Authority to represent the purchasing pool, monitor quarterly price per kilowatt, and recommend to the pool when to purchase the electric commodity. The purchase will be month by month because of fluctuations in the energy pricing market. For example, price per kilowatt is higher in the summer months due to increased energy demands. Pricing is lower in the winter months due to decreased energy demands.

Financial Impact:

By participating in the Arizona Power Authority Hoover Municipal Power Exchange Program, the City will significantly improve its net savings potential from the City's existing Arizona Power Authority contract. It will also insure against declining power supplies from Hoover Dam as the drought contingency plan is implemented in the coming years. Projected savings at the City's full allocation is included as an attachment in the agenda packet.

Policy Impact:

Supports the City's efforts to diversify its energy portfolio and strategically plan for the energy future.

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

Connection to Council Goal and/or Regional Plan:

Council Goals:
Take meaningful climate change action.

Regional Plan:
Goal E.2. Expand production and use of renewable energy.
Goal E&C.1. Proactively improve and maintain the region's air quality.
Goal E&C.2 Reduce Greenhouse gas emissions.
Goal E&C.3 Strengthen community and natural environment resiliency through climate adaptation efforts.
Goal E&C.4. Integrate the best available science into all policies governing the use and conservation of Flagstaff's natural resources.

Climate Action and Adaptation Plan:
E-2-A Move forward with City Council target of 100% renewable energy use for the municipality with a plan for achieving that target by 2025.

Has There Been Previous Council Decision on This:

Yes, the Arizona Power Authority Contract was approved and signed by the City of Flagstaff in September 16, 2016.

Attachments:
Arizona Power Authority Program
Arizona Power Authority Contract Power Projected Savings
Arizona Power Authority Contract
Municipal Pooling Agreement

INSERT I

COMMISSION

Dalton Cole
Chairman

Russell L. Jones
Vice Chairman

Stephen M. Brophy
Lawrence V. Robertson Jr.
John F. Sullivan

Arizona Power Authority
1810 W. Adams St. Phoenix, AZ 85007
Tel (602) 368-4265 Fax (602) 253-7970

STAFF

Ed Gerak
Executive Director

John T. Underhill, Jr.
Interim Deputy Director

Heather J. Cole
Executive Secretary

HOOVER POWER POOLING PROGRAM

The Hoover Power Pooling Program (the "Program") provides information regarding the Arizona Power Authority's (the "Authority") current approach to Customers' scheduling practices of Hoover Power with respect to the use of "Power Pools," as that term is defined herein. The Program is advisory only and does not impose additional requirements or penalties on the Authority's customers or include confidential information or rules made in accordance with the Arizona Administrative Procedure Act.

It has been, and continues to be, the Program of the Authority to encourage and facilitate transactions between and among the Authority's Contractors that maximize the value of the Hoover resources to such Contractors and their Customers. This Program preserves and extends that intent in conjunction with the new Hoover contracts and services thereunder beginning October 1, 2017.

Authority customers may elect to work directly with the Authority staff when scheduling their Hoover Power Entitlement or they may elect to participate with the Authority through a Power Pool as described herein. This Program is approved by the Authority Commission in accordance with its rules and replaces Authority power pooling arrangements expiring on September 30, 2017.

This Program is intended to deal only with Hoover Power and not the management of customer loads and resources by customers or their representatives.

Preamble

The Participants implement individual power and water conservation programs under federal and state statutes and regulations. For example, the Energy Program Act of 1992 ("EPACT") requires integrated resource planning. The Cooperative Scheduling provided for in this Program will improve efficiencies and economics of electric system dispatch and will further the goals of, and compliance with, EPACT by increasing efficient use of federal power resources.

The eligible Participants are party to an Authority Power Sales Contract ("PSC"), as authorized by Arizona statutes and regulations, with an Allocation of Hoover A Power, Hoover B Power, and Hoover D-1 and/or D-2 Power ("Hoover Power"). The Cooperative Scheduling provided for in this Program shall comply with the Participants' contractual obligations to the Authority, state and federal law and the Authority's rules.

Principles[1]

A. Authority customers participating in the development and operation of a Power Pool will identify the Participants in the Power Pool and the Administrative Agent for the Power Pool.

B. Participants in a Power Pool will provide to the Authority written authorization for the Administrative Agent designated to act on their behalf under their PSC.

C. The Participants' planning, scheduling, accounting, and other arrangements prepared by them or for their purposes shall remain the property of the Participant.

D. Information related to the Hoover Power resource, such as monthly capacity and energy Entitlements including layoff, exchange, and/or banking activities will likely appear on Authority and Western reports and will not be proprietary and confidential.

E. Each Administrative Agent will receive a copy of Hoover Power Allocations and Entitlements for each month for all of the Authority's customers in any customer's Power Pool. The Authority will provide information in advance when it is available from Western.

F. The Participants' modifications to the Hoover Power Entitlements will be limited to monthly adjustments among the Power Pool Participants. The Power Pools may include exchanges and layoffs with other Authority customers or other Authority Power Pools. Pursuant to the PSC, adjustments of any kind will require Authority oversight and approval, but such approval shall not be unreasonably withheld. The Administrative Agent will communicate any proposed adjustments with the Authority staff, who will verify these adjustments with the Scheduling Entity(ies), and other Administrative Agents as necessary.

G. An Administrative Agent may attend operations, scheduling, and accounting coordination sessions on behalf of its Power Pool Participants. The Authority and Power Pool Participants agree to determine appropriate Power Pool information exchange procedures to protect commercially sensitive Participant information while allowing them to fully identify how Hoover Power is scheduled.

H. An Administrative Agent, in coordination with other approved Power Pools, may participate in monthly Entitlement adjustments between these pools and customers with Authority oversight and approval; however, such approval shall not be unreasonably withheld.

I. An Administrative Agent may coordinate the purchase by the Authority of supplemental and firming capacity and energy to be re-sold by the Authority to Power Pool Participants. These purchases will be in accordance with agreements between the Authority and the selling party providing the capacity and/or energy.

J. The Administrative Agent will confirm bulk schedules with the Power Pool Participants' Scheduling Entity(ies) and load serving entity(ies) to confirm monthly, hourly and daily schedules in accordance with good utility practices.

K. The Authority will not be responsible for the planning and scheduling activities for customer resources that do not involve Hoover Dam capacity and energy.

[1] All capitalized terms shall have the meaning identified in Section 1 hereof.

L. It is the intent of the Authority that Power Pool schedule modifications will not interfere with other customers' deliveries of Hoover Power, negatively impact other customer's use of their Hoover Power Entitlements via another Power Pool or program, or enable utility customers to engage in practices not acceptable to the host utility.

M. The Authority will prepare billings for Hoover Power for all Authority customers.

1. DEFINITIONS

For the purpose of this Program, the terms set forth below have the following meanings:

1.1 Administrative Agent: The person, entity or entities whom the Participants in a Power Pool designate from time to time pursuant to paragraph 4.1 hereof.

1.2 Allocation: The Hoover Capacity and Hoover Energy that the Customer is entitled to receive at the Point of Delivery based on the Allocation in the Post-2017 Marketing Plan, or the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), including associated Ancillary Services and Environmental Attributes.

1.3 Authority: The Arizona Power Authority.

1.4 Authority Power Sales Contract or "PSC" as defined above: A power sales contract between the Authority and a Participant relating to Hoover A, Hoover B, Hoover C, Hoover D-1, and/or Hoover D-2 capacity and energy.

1.5 Contract Year: October 1 of any year through September 30 of the subsequent year.

1.6 Cooperative Scheduling: Cooperative scheduling and voluntary exchanging of the Participants' Hoover Power and any additional resources that the Participants in a Power Pool may cooperatively schedule and/or exchange.

1.7 Effective Date: The date on which the Authority approves operation of a Power Pool under this Program.

1.8 Entitlement: That portion of the Customer's Allocation that the Customer is entitled to receive at the Point of Delivery for the then current Contract Year as reflected in the Capacity and Energy Schedule and adjusted for Hoover power plant outages and lake level restrictions.

1.9 Hoover A: The capacity and energy offered to the Authority pursuant to Section 2. (a) of the Hoover Power Allocation Act of 2011 and purchased by the Authority pursuant to the Boulder Canyon Project Agreement.

1.10 Hoover B: The capacity and energy offered to the Authority pursuant to Section 2. (b) of the Hoover Power Allocation Act of 2011 and purchased by the Authority pursuant to the Boulder Canyon Project Agreement.

1.11 Hoover C: The capacity and energy offered to the Authority pursuant to Section 2. (c) of the Hoover Power Allocation Act of 2011 and purchased by the Authority pursuant to the Boulder Canyon Project Agreement.

1.12 Hoover D-1: The capacity and energy offered to the Authority pursuant to Section 2. (d) of the Hoover Power Allocation Act of 2011 and purchased by the Authority pursuant to the Boulder Canyon Project Agreement.

1.13 Hoover D-2: The capacity and energy offered to the Authority pursuant to Section 2. (d) of the Hoover Power Allocation Act of 2011 and purchased by the Authority pursuant to the Boulder Canyon Project Agreement.

1.14 Hoover Power: Hoover A, Hoover B, Hoover C, Hoover D-1, and Hoover D-2 capacity and/or energy. As used herein, Hoover Power shall mean Monthly Capacity, Monthly Energy and Hoover C, unless the context otherwise requires.

1.15 Monthly Capacity: The quantity of Entitlement capacity expressed in kilowatts (kW) that each Participant is entitled to receive each month pursuant to that Participant's Authority Power Sales Contract.

1.16 Monthly Energy: The quantity of available energy expressed in kilowatt-hours (kWh) that the Authority is committed to supply and each Participant is entitled to receive each month pursuant to that Participant's Authority Power Sales Contract.

1.17 Monthly Scheduling Meeting: A monthly meeting among the Participants, Administrative Agents, and a designated employee or employees of the Authority, to discuss the scheduling of customers' Hoover Power, taking into consideration requests for Cooperative Scheduling. The Monthly Scheduling Meeting is described more fully herein in Section 8.

1.18 Participants: Authority customers who have executed a Power Pool Agreement.

1.19 Power Pool(s): Any group of two or more Authority customers that chose to work together as a pool in the Cooperative Scheduling of Hoover Capacity and Hoover Energy pursuant to the Program.

1.20 Power Pool Agreement: A contract, as contemplated by and authorized pursuant to the PSC, between any group of two or more Authority customers that chose to work together in the Cooperative Scheduling of Hoover Capacity and/or Hoover Energy.

Terms in initial capitalization and not defined in this document shall have the meanings given them in the Authority Power Sales Contract.

2. OBJECTIVE

2.1 The objective of a Power Pool is to use Cooperative Scheduling to utilize the load and resource diversity among the Participants of each Power Pool, for the optimum scheduling of Hoover Power and the various additional resources available to each Participant. The Participants expect full utilization of Hoover Power and wish to maximize efficient use of all resources at reduced costs to such Participants while, at the same time, enabling the Authority to retain their responsibilities required by state statutes, regulations, and as reflected in the PSC.

3. EXISTING AND APPROVED POWER POOLS

3.1 This Program is intended to provide specific guidelines for any proposed or existing Power Pool and to identify certain additional requirements on the Participants and the Administrative Agents.

3.2 The Auditor General Report No. 16-111, Recommendation 2.1, specifies that the Authority should ensure that any power pooling arrangements established under the new contracts beginning October 1, 2017, are approved in accordance with its rules. The Auditor General expects the Resource Exchange Program to continue but under the terms of this Program effective October 1, 2017.

3.3 At present, the only approved Power Pool overseen by the Authority is an established Power Pool known as the Resource Exchange Program ("REP"). The REP was established by the Arizona Power Authority Commission in 1993, initially as a pilot program, to provide a mechanism for the layoff of Hoover capacity and/or energy and subsequent purchase of the resultant layoff capacity and/or energy by other Authority customers participating in the REP. It has evolved to provide longer term planning windows for layoffs, so Hoover Power is used more efficiently and can accommodate seasonal exchanges with entities like Page Utility and customers with in lieu surface water opportunities. The REP has demonstrated wide spread benefits to many customers who utilize the pooling and exchanges to increase the value of Hoover to their customers and those benefits are intended to be facilitated by this Program, as contemplated by the PSC.

4. ADMINISTRATIVE AGENT

4.1 The Participants of each Power Pool shall select an Administrative Agent. Each Power Pool Participant shall contract with its Administrative Agent, as necessary, to fulfill the scheduling and accounting functions required for the operation of the PSC and this Program, which contract may be an extension of an existing contract. Each Participant shall execute such documentation as is necessary to authorize the Administrative Agent to act as that Participant's representative for purposes of scheduling Hoover Power, and any additional resources that are Cooperatively Scheduled, and for such other purposes as are necessary or convenient to carry out activities of an approved Power Pool, including, but not limited to, obtaining copies of power bills and schedules. Each Participant shall provide written notice to the Authority of such authorization. Any Participant that does not notify the Authority that it has selected an Administrative Agent may act on its own behalf in performance of an approved Power Pool.

4.2 Each Administrative Agent shall use its reasonable best efforts to propose schedules that fully utilize the Power Pool Participants' Hoover Power Entitlements, and any other Authority resources, as directed and requested by its Power Pool Participants, in accordance with the intent and purpose of the PSC and this Program. An Administrative Agent is authorized to rely upon information provided by the Participants and shall not be responsible for the accuracy of such information or the

results or consequences of Cooperative Scheduling undertaken in reliance on such information.

4.3 Each Administrative Agent shall execute a Program Agreement in a form consistent with the form set forth in Exhibit I hereto. Exhibit I outlines specifics for the operation of the existing group of Participants operating under the REP. The additional Exhibits are examples of other Power Pools that may be created pursuant to the PSC, consistent with this Program.

5. COOPERATIVE SCHEDULING, REPORTING, BILLING AND PAYMENT PROCEDURES

5.1 This Program allows the Participants in a Power Pool to Cooperatively Schedule Hoover Power.

5.2 Prior to the tender or relinquishment of Hoover Power to the Authority pursuant to Section 29(b) of the Authority Power Sales Contract, but subject to the provisions of the Authority Power Sales Contract, Cooperative Scheduling may be undertaken within a single Contract Year for not less than a one-month period by the Administrative Agent on behalf of those Participants which have so directed, or such other period as requested by the Administrative Agent and approved by the Authority.

5.3 Participants taking part in Cooperative Scheduling shall provide, or cause to be provided to the Authority, a monthly schedule stating each Participant's Hoover Power Entitlement before the Cooperative Schedule for such month, the amounts of Hoover Power Cooperatively Scheduled to, from or with each Participant, and the net resulting schedule of each Participant. Each Participant's resulting net Hoover Power schedule will be the schedule the Authority employs for the month pursuant to the terms and conditions of the PSC and this Program.

5.4 As soon as practicable after monthly schedules are finalized, each Administrative Agent shall prepare a report describing the Cooperative Scheduling undertaken by that Administrative Agent for its Power Pool Participants for that scheduling period. Any Participant acting on its own behalf in the performance of the approved Power Pool shall cause a similar report to be provided for its activities. The form of the report may be modified from time to time, as discussed and agreed to at the Monthly Scheduling Meetings discussed herein at Section 8. A copy of the report shall be made available to the Authority.

5.5 Each Participant who Cooperatively Schedules Hoover Power agrees to assume the financial obligation for any amount of Hoover Power scheduled for it pursuant to any Power Pool Agreement.

a. The Authority shall bill each Participant for all additional amounts of Hoover Power in a manner consistent with the then current Authority monthly billing process.

b. Each Participant agrees to pay the Authority for such additional unit of Hoover Power scheduled for it in a manner consistent with the payment process required for Hoover Power. Should a Participant fail to pay for such additional amount of Hoover Power, the Authority may elect to employ the collection process for such amount in a manner consistent with collection of unpaid bills for Hoover Power.

5.6 Each Participant ("Disposing Participant") agrees that the Cooperative Scheduling of any of its Monthly Capacity and Monthly Energy Entitlement to another Participant ("Acquiring Participant") pursuant to any Power Pool Agreement shall not relieve the Disposing Participant of its underlying obligation to pay for its Monthly Capacity and Monthly Energy pursuant to the Authority Power Sales Contracts. Each Disposing Participant having part or all of its Monthly Capacity and Monthly Energy Cooperatively Scheduled to another Participant agrees (i) that the Authority bill rendered to such other-Acquiring Participant shall constitute legally sufficient billing by the Authority in compliance with the Authority Power Sales Contract to the Disposing Participant whose Monthly Capacity and Monthly Energy is scheduled to another, should the Authority exercise its rights to collect payment in full from any such Disposing Participant; and (ii) that the administration of any Power Pool Agreement shall not, in any manner, affect the Authority's right to collect payment from any Participant for its Monthly Capacity and Monthly Energy pursuant to the Authority Power Sales Contract.

5.7 To maximize the value of the Hoover Resource, the Authority recognizes the benefit that flexibility provides to the Customers. Hoover A shall be purchased and scheduled under a Power Pool Agreement only by Participants having a power purchase certificate and shall be used within the area covered by the power purchase certificate. Except for this restriction, Hoover A, B, D-1, D-2 can be exchanged, purchased and scheduled under a Power Pool Agreement with Participants having a Hoover A, B, D-1, and/or D-2 allocation, subject to the terms and conditions of the Authority Power Sales Contract and limited to available transmission.

5.8 No Participant may demand more resource than another Participant is willing to make available to the requesting Participant. No Participant may demand that another Participant accept more of the offering Participant's resource than the other Participant is willing to accept. Notwithstanding a Power Pool Agreement, each Participant is responsible for providing for its own power supply

5.9 This Program does not create any separate rights to Hoover Power, and no Power Pool Agreement shall cause the Authority to be in violation of any of its obligations under the Boulder Canyon Project Agreement or any provision of federal or state statutes or regulations.

5.10 Cooperative Scheduling may include any resources available to any of the Participants. If additional resources can be Cooperatively Scheduled or exchanged, the Participants may individually or collectively request its Administrative Agent to cooperatively schedule or exchange such additional resources.

5.11 The Authority requests reports of activities only as they relate to Hoover Power.

6. MONTHLY SCHEDULING

6.1 Each Administrative Agent or the Participant shall submit the schedules to the Authority at least four working days before the end of the month, to the extent practicable.

6.2 Each Administrative Agent will attempt to accommodate changes reasonably requested by other Administrative Agents or the Authority if it is reasonably possible to do so without adversely affecting the Participants for whom the Administrative Agent is authorized to act.

7. PARTICIPANTS

7.1 In order to be eligible to become a Participant, an entity must, at the time of delivering the Power Pool Agreement to the Authority, be at least one of the following: (i) a party to an Authority Power Sales Contract with an Allocation of Hoover A Power, (ii) a party to an Authority Power Sales Contract with an Allocation of Hoover B Power, (iii) a party to an Authority Power Sales Contract with an Allocation of Hoover C energy, a party to an Authority Power Sales Contract with an Allocation of Hoover D-1 Power or a party to an Authority Power Sales Contract with an Allocation of Hoover D-2 Power.

7.2 Eligible entities may become Participants by executing a Power Pool Agreement, which will become an Exhibit to this Program, that identifies those eligible entities participating and the specific attributes of their respective power pooling arrangements, and delivering it to the Authority. Exhibit I includes the attributes of the REP and will be known as Power Pool Group I. Exhibit II includes the participants and attributes of the Municipal Power Exchange ("MPX") and will be known as Power Pool Group II. This Program identifies the policies associated with the creation of additional Power Pool Groups that may be formed pursuant to the PSC and Exhibit III includes the attributes of a third entity that will be known as Power Pool Group III.

8. MONTHLY SCHEDULING MEETING

8.1 Hoover Power shall be scheduled pursuant to the PSC, taking into account Power Pool Agreements, as contemplated by Section 5 and 6 herein.

8.2 All Participants are invited to participate in Monthly Scheduling Meetings. The Authority will identify a representative employee or employees to participate in the Monthly Scheduling Meetings. Each Participant may participate in the Monthly Scheduling Meetings, directly or through an Administrative Agent.

8.3 At the Monthly Scheduling Meeting, Participants and the representative employee(s) of the Authority may discuss, as needed, any of the following:

a. Identification of the form of report to be prepared by the Administrative Agent pursuant to Section 5.4 hereof;

b. Identification and resolution, to the maximum extent feasible, of scheduling issues between or among the Participants, Power Pools, Scheduling Entities, Administrative Agents and other Authority customers;

c. Discussion of Cooperative Scheduling, and related issues with the Administrative Agents; and

d. Review with the Administrative Agent(s), any concerns over the use of Hoover Power or equitable distribution.

8.4 Participants, or their Administrative Agent, may participate and be present via telephone or webinar, but must request any such accommodation at least twenty-four (24) hours before any Monthly Scheduling Meeting.

8.5 The Authority will provide notice of the Monthly Scheduling Meetings, via email, to all Participants, or their Administrative Agent, at the email address(es) provided by the Participants, or their Administrative Agent(s) to the representative employee(s) of the Authority.

8.6 Any Participant, on its own or acting through its Administrative Agent, may request meetings in addition to the Monthly Scheduling Meetings with any other Participants and/or the representative employee(s) of the Authority, to discuss any concerns regarding scheduling Hoover Power, including, but not limited to, concerns related to Power Pools. Notice of any such additional meeting will be provided in a manner consistent with Section 8.5 herein.

8.7 The Authority, at the request of an Administrative Agent, any Participant, or on its own behalf, may have meetings at any time in addition to a regularly schedule Monthly Scheduling Meeting to discuss any concerns regarding scheduling Hoover Power, including, but not limited to, concerns related to Power Pools. Notice of any such additional meetings will be provided in a manner consistent with Section 8.5 herein.

8.8 The Authority and any Participant(s) may meet in addition to any of the meetings contemplated herein to discuss other topics.

9. TERM

9.1 This Program shall become effective October 1, 2017 and shall remain in effect for five (5) years through September 30, 2022. Unless otherwise terminated by the Authority Commissioners, this program shall automatically renew for consecutive five (5) year terms. Commissioners will notice the program participants at least six months prior to termination of the program.

10. TERMINATION OF PARTICIPANT STATUS

10.1 Termination of a Participant's status as a Participant may occur in any of the following ways:

a. Any Participant may terminate its status as a Participant in an approved Power Pool at any time by giving written notice of termination to the Authority.

b. If a Participant no longer meets the eligibility requirements set forth in Section 7 hereof, its status as a Participant is automatically terminated.

10.2 Upon termination of a Participant's status as a Participant, all obligations previously incurred by the terminated Participant and the remaining Participants pursuant to PSC and any Power Pool Agreement shall survive until satisfied.

11. ACKNOWLEDGMENTS

11.1 Each of the Participants and the Authority agree that it is their several and joint intention that all the terms, covenants and conditions of Authority Power Sales Contracts shall remain in full force and effect, without change, and that the terms and provisions of any Power Pool Agreement shall not alter the terms, covenants and conditions of the Authority Power Sales Contracts in any way and that if a dispute arises concerning the rights of the parties under Power Pool Agreement and the rights of the parties under the Authority Power Sales Contract, the provisions of the Authority Power Sales Contract shall control.

11.2 Each of the Participants and the Authority agree that participation in an approved Power Pool shall not be considered (a) a tender or relinquishment of Hoover Capacity or Hoover Energy for purposes of Section 7 of the Authority Power Sales Contract, or (b) standing alone, as justification for any determination pursuant to Section 27 of the Authority Power Sales Contract and/or R12-14-401.D. of the Authority's rules that a Participant's Hoover Power Entitlement has exceeded, for a period of three consecutive Contract Years, the electric load of the Participant or that the Participant's Hoover Power Entitlement can reasonably be expected to exceed, in whole or part, the Participant's loads in the future or future needs; provided, however, the load information provided to the Authority pursuant to any Power Pool Agreement, the PSC, or this Program may be used by the Authority in any such determination.

11.3 Participation in Cooperative Scheduling pursuant to an approved Power Pool does not preclude participation in other Cooperative Scheduling, pooling or exchange arrangements.

Unanimously adopted by the Arizona Power Authority Commission this 18 day of July, 2017.

Dalton H. Cole, Jr., Chairman

Attest:

Heather J. Cole, Executive Secretary

INSERT I

EXHIBIT I

Power Pool Group I

Identifying Name: 2017 Resource Exchange Program – Group I

Administrative Agent: _____

Group Participants:

1) a
2) a
3) a
4) a
5) a

Group I Description:

The Resource Exchange Program (REP) was established by the Arizona Power Authority Commission in 1993, initially as an experiment, to provide a mechanism for the layoff of Hoover capacity and/or energy and subsequent purchase of the resultant layoff capacity and/or energy by other Authority customers participating in the REP. It has evolved over time to optimize the benefits and reduce overall operating costs through the use of efficient scheduling and the tools provided in the Hoover Power contracts. This Group I is established to provide all of the existing REP attributes and is limited to the coordinated use of Hoover Power by the Group I participants.

The Group I Administrative Agent will submit power schedules to the Authority for each of the Group I participants on a monthly basis.

Group I Operations:

The Administrative Agent will consult with the Group I participants each month to determine the most efficient and cost-effective strategy for each participant, after receiving from the Authority the monthly Entitlements for each entity. The Administrative Agent will administer the Group I operations subject to Authority oversight consistent with contracts with the Authority.

The Administrative Agent, with the consent of the other participants may expand or contract the list of Group I Participants set forth above, and any new participant will execute this Program Agreement.

AGREEMENT:

Each of the undersigned agrees to be bound by the terms and conditions of the Program.

ARIZONA POWER AUTHORITY

By:_____

Its:_____

Dated:_____

[CUSTOMER]

By:_____

Its:_____

Dated:_____

[ADMINISTRATIVE AGENT]

By:_____

Its:_____

Dated:_____

EXHIBIT II

Power Pool Group II - EXAMPLE

Identifying Name: Municipal Power Exchange (MPX)

Program Agreement Effective Date: October 1, 2017

Administrative Agent: TBD

Group II Participants:

1) a
2) a
3) a
4) a
5) a

Group II Description:

EXAMPLE ONLY: Group II was established by _____ to provide the Group II participants the opportunity to coordinate as a group the use of each participants Hoover Power Allocation. The goal is for each Group II participant and the Group II as a whole, is to optimize the benefits and reduce overall operating costs through the use of efficient scheduling and the tools provided in the Hoover Power contracts.

The purpose of the pool is to schedule participant's Hoover Power to the benefit of all pool participants, operating within the confines of the Authority power sales contract, regulations, and each participant's bill credit contract with the host utility.

The Group II Administrative Agent will submit power schedules to the Authority for each of the Group II participants on a monthly basis using contractual mechanisms such as layoff, banking (if allowable), and supplemental and firming purchases.

Group II Operations:

The Administrative Agent will consult with the Group II participants each month to determine the most efficient and cost-effective strategy for each participant, after receiving from the Authority the monthly Entitlements for each entity. The Administrative Agent will then submit a report to the Authority listing the Hoover capacity and/or energy for each entity to be scheduled. At that time, the Administrative Agent will also consult with the Authority if any supplemental or firming purchases are desired for any entity and to determine the costs for such supplemental or firming power. Subsequent to those discussions the Administrative Agent will arrange for those purchases through the Authority. Each Group II participant will be billed accordingly for Hoover capacity and energy scheduled as well as for any supplemental or firming purchases. The Administrative Agent will provide energy accounting and check out services for each participant and will make that information available to the host utilities (APS, SRP, etc.). The Administrative Agent will also be responsible for ensuring that each participant is scheduling resources appropriately considering the contract

requirements laid out in each entities' power sales contracts with Authority as well as the bill crediting agreements with host utilities.

AGREEMENT:

Each of the undersigned agrees to be bound by the terms and conditions of the Program.

ARIZONA POWER AUTHORITY

By:_____

Its:_____

Dated:_____

[CUSTOMER]

By:_____

Its:_____

Dated:_____

[ADMINISTRATIVE AGENT]

By:_____

Its:_____

Dated:_____

EXHIBIT III

Power Pool Group III

Identifying Name: Authority Power Pool III

Program Agreement Effective Date: October 1, 2017

Administrative Agent: Authority

Group III Participants:

1) a
2) a
3) a
4) a
5) a

Group III Description:

Group III was established by the Power Sales Agreement to provide an option, consistent with the Authority's regulations, for the Authority customer to participate in programs designed to maximize the value of its Hoover Power Allocation.

Group III participants, with Authority approval, will enter into agreements that provide the participants a mechanism to aggregate or commingle the Group III participants Hoover capacity and energy. With the Authority's approval, not to be unreasonably withheld, the Group III Pooling Program provides for banking of Hoover Power, displacements, exchange of banked Hoover Energy (if applicable) among the Group III participants, and exchanges of Hoover Capacity or Hoover Energy among Customers.

AGREEMENT:

Each of the undersigned agrees to be bound by the terms and conditions of the Program.

ARIZONA POWER AUTHORITY

By:_____

Its:_____

Dated:_____

[CUSTOMER]

By:_____

Its:_____

Dated:_____

[ADMINISTRATIVE AGENT]

By:_____

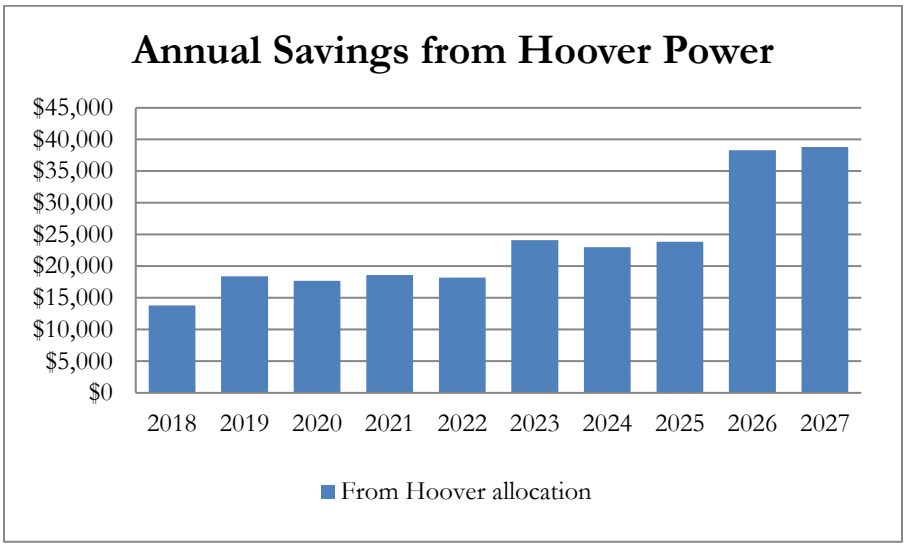
Its:_____

Dated:_____

Estimated Savings

Hoover Energy Power Allocation

In the first year of the Arizona Power Authority (APA) contract, 2018, which is financially the worst year of the program, an estimated savings of $13,825 will result from the use of Flagstaff's Hoover power allocation. Subsequent years will yield higher savings net of expenses as fees charged by the Arizona Power Authority (APA) decline for the purchase of Hoover power under Flagstaff's contract with the APA. Following are projections through 2027.



Cumulative Savings

Year	Annual Estimated Savings	Cumulative Estimated Savings
2018	$13,825	$13,825
2019	$18,412	$32,237
2020	$17,695	$49,933
2021	$18,612	$68,544
2022	$18,209	$86,753
2023	$24,130	$110,883
2024	$23,016	$133,899
2025	$23,834	$157,733
2026	$38,304	$196,037
2027	$38,806	$234,843

While the Hoover allocation of energy to Flagstaff is a constant amount each year, the profitability estimates vary by year due to projections of costs and hydrology conditions at Lake Mead fluctuating over the next decade. These important determinants of Flagstaff's profit are provided by the APA and the Bureau of Reclamation which operates the Hoover dam.

INDEX #: 2016 154
(assigned by Clerk's Office)

DOCUMENT TRACKING FORM

Please submit to Deputy City Clerk — Document(s) will not be processed until form is complete

Submitted for: ☑ Signatures ☑ Completed Original for scanning/filing ☐ CHANGES (include Index #)

REMINDERS

- ◆Fill in all dates/blanks
- ◆Outside parties should sign first (when possible)
- ◆Tab signature/notarization lines
- ◆Include one (1) original for City Clerk's Office
- ◆Attach all exhibits
- ◆Legal must review/approve prior to routing

DOCUMENT TYPE: ☑ Contract ☐ Development Agreement ☐ IGA ☐ Grant ☐ Lease/Property ☐ License Agreement ☐ MOU ☐ Reclaimed Water ☐ Other _____

Change Order/Amendment to: Prior Index No. _____ C.O./Amend. No. _____

Document Title: Arizona Power Authority Power Sales Contract

Parties: Arizona Power Authority and City of Flagstaff

Project/Subject: Power Sales Contract

Amount: _____ Eff. Date: 10/1/2017 Expires: 10/1/2067

Approved by Council? ☑ Yes ☐ No If yes, date of meeting: 8/16/2016 (Attach copy of approved staff summary

LEASE/PROPERTY USE ONLY

Execution Date: _____ Term. Notice: _____ Adjustment Date: _____

Index Factor: _____ MR Billing/Acct. #: _____ Revenue Acct: _____

Maintenance: ☐ Lessee ☐ Lessor ☐ Other _____ Reports: ☐ Annual ☐ Semi-Annual ☐ Other _____

Automatic Renewals? ☐ Yes ☑ No If renewal(s) available, City Attorney's Office must complete following box

Conditions of renewal(s) including authority _____

INSURANCE? ☐ Yes ☑ No *If yes, attach Certificate of Insurance* ***approved by Risk Management***

Warranty? ☐ Yes ☑ No ☐ N/A If yes, length of time? _____ Expiration Date: _____

Submitted By: Nicole A. Woodman Date Submitted: 8/18/2016 No. of Originals: 2

Key Contact: Nicole A. Woodman Department: Sustainability Extension: 2149

Comments: Both copies need to be returned for the Arizona Power Authority's signature

Need original returned

DELIVERABLES? ☐ No ☑ Yes (If yes, attach deliverables sheet)

CITY CLERK'S OFFICE USE ONLY

To City Attorney:	8/22/16	DATE RECEIVED:	8/22/16
To City Manager:	8/23/16	Date Signed:	8/23/16
To Mayor:		Date Signed:	8/24/16
To City Clerk:	8/25/16	Date Signed:	8/25/16
To Recorder:		Date Returned:	
No. of Originals Returned:		Date Scanned:	

Returned to: _____ (Signature) 8/25/16 (Date)

REV. 04/08/14

COMMISSION

Dalton Cole
Chairman

Stephen M. Brophy
Boyd W. Dunn
Russell L. Jones

Arizona Power Authority
1810 W. Adams St. Phoenix, AZ 85007
Tel (602) 368-4265 Fax (602) 253-7970

STAFF

John T. Underhill Jr.
Interim Executive Director

Heather J. Cole
Executive Secretary

October 6, 21016

Mr. Josh Copley
City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

Dear Mr. Copley:

Enclosed for your records please find one (1) fully executed copy of the Power Service Contract between the Arizona Power Authority and the City of Flagstaff.

This contract will become effective October 1, 2017.

If you have any questions or need additional information, please let me know.

Sincerely,

Heather J. Cole
Executive Secretary to the Commission

Enclosure

2016 154

POWER SALES CONTRACT

BETWEEN

ARIZONA POWER AUTHORITY

AND

CITY OF FLAGSTAFF

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ARIZONA POWER AUTHORITY
Power Sales Contract

This Power Sales Contract ("Contract"), entered into as of the 16th day of September 2016, between ARIZONA POWER AUTHORITY, a body corporate and politic of the State of Arizona, (the "Authority") and the CITY OF FLAGSTAFF, (the "Customer").

WITNESSETH:

WHEREAS, the Authority is a body corporate and politic of the State of Arizona created pursuant to Arizona Revised Statutes ("A.R.S") Sections 30-101 et seq. ("Title 30");

WHEREAS, the Authority is authorized by Title 30 to bargain for, take and receive in its own name on behalf of the State of Arizona, electric power developed by the United States of America from the waters of the main stream of the Colorado River and made available to the State of Arizona in its sovereign capacity;

WHEREAS, in 1928, the United States Congress enacted the Boulder Canyon Project Act, authorizing the Secretary of the Interior to construct, operate, and maintain Hoover Dam, including a plant to generate electrical energy from the water discharged from the reservoir;

WHEREAS, the Hoover Power Plant Act of 1984 (Pub. L. No. 98-381, 98 Stat. 1333) ("1984 Hoover Act") statutorily allocated pools of Hoover Capacity and Hoover Energy to named contractors, including the Authority, for the period commencing June 1, 1987, through September 30, 2017, and directed the Secretary of Energy to offer a renewal contract to then-existing contractors for the amounts specified in "Schedule A" to the 1984 Hoover Act;

WHEREAS, the 1984 Hoover Act authorized the Department of Interior to increase the capacity of existing generating equipment of the Boulder Canyon Project under the Uprating Program (as hereinafter defined) and certain non-federal purchasers of Boulder Canyon Project capacity and energy, including the Authority, advanced funds to finance the cost of the Uprating Program;

WHEREAS, the 1984 Hoover Act statutorily allocated the increased capacity and associated energy resulting from the Uprating Program to the contractors listed in "Schedule B" to the 1984 Hoover Act for the period commencing June 1, 1987, through September 30, 2017, including the Authority;

WHEREAS, A.R.S. Sections 45-1701 et seq. ("Title 45") provide for the sale by the Authority of its capacity and energy from the Uprating Program to purchasers within the State of Arizona, notwithstanding the provisions of Title 30, on such terms and conditions as the Authority deems necessary to effectuate the provisions of Title 45;

WHEREAS, the United States of America, acting through the Western Area Power Administration ("Western"), has been selling Hoover Capacity and Hoover Energy to the Authority pursuant to a contract that terminates on September 30, 2017;

WHEREAS, the Authority, in accordance with contracts that terminate on September 30, 2017, has been selling Hoover Capacity and Hoover Energy to various districts and municipalities in the State of Arizona in accordance with and in the manner required by Titles 30 and 45;

WHEREAS, prior to the effective date of this Contract, the Authority has administered programs that have allowed customers to improve operation and the efficiency and value of Hoover Capacity and Hoover Energy, and the Authority intends to administer similar programs during the term of this Contract, subject to approval by the Authority;

WHEREAS, the Hoover Power Allocation Act of 2011 (Pub. L. No. 112-72, 125 Stat. 777) ("2011 Act") statutorily allocated Hoover Capacity and Hoover Energy from Schedules A and B to named Contractors, including the Authority, for the period commencing October 1, 2017, through September 30, 2067, and directed the Secretary of Energy to offer contracts for the specified amounts to those named Contractors, including the Authority;

WHEREAS, the 2011 Act also created a new resource pool, referred to as "Schedule D", which is equal to five percent of the full rated capacity of the Hoover Power Plant, and associated firm energy, for allocation to "New Allottees";

WHEREAS, the 2011 Act directed the Authority to offer contracts to non-tribal New Allottees located in the State of Arizona for the allocations made by Western and on December 18, 2014, Western allocated 66.7 percent of Schedule D capacity and associated energy ("Hoover D-1") to New Allottees (79 Fed. Reg. 75544, 75549-75550);

WHEREAS, the 2011 Act statutorily allocated 11.1 percent of Schedule D capacity and associated energy ("Hoover D-2") to the Authority for further allocation to New Allottees in the State of Arizona;

WHEREAS, on July 17, 2015, the Authority adopted the Final Hoover Power Marketing Plan-Post-2017 ("Post-2017 Marketing Plan"), thereby allocating its Hoover Capacity and Hoover Energy from the Hoover Power Plant for the period commencing October 1, 2017, and continuing through September 30, 2067;

WHEREAS, the Authority will execute a contract with Western for the period commencing October 1, 2016, and continuing through September 30, 2067, which provides for the purchase by the Authority of Arizona's share of Hoover Capacity, Hoover Energy and Hoover C Energy;

WHEREAS, on September 15, 2015, the Authority adopted Resolution 15-18, Policy on Collection and Distribution of Repayable Advances, specifying the obligations of New Customers and Recapture Customers for payment of Repayable Advances (now known as "Repayable Capital Investments"), and the Authority's procedure for distributing any reimbursed Repayable Advances to Existing Non-Recapture Customers;

WHEREAS, any person or operating unit authorized by Title 30 to enter into a contract with the Authority for the sale and transmission of Hoover power, and any municipality, district, or public utility authorized by Title 45 may enter into a contract with the Authority for the sale and transmission of capacity and energy from the Uprating Program;

WHEREAS, in order to provide for the payment of its cost of purchasing Hoover Capacity and Hoover Energy from Western as well as to provide for the payment of its bonds and notes, the Authority has determined to enter into contracts with the entities to whom the Authority has allocated Hoover Capacity and Hoover Energy pursuant to Title 30 and Title 45 and non-tribal entities to whom Western has allocated Hoover D-1 Capacity and Hoover D-1 Energy pursuant to the 2011 Act and associated federal regulations; and

WHEREAS, the Power Sales Contracts, the revenues derived from such contracts, and the Authority's Electric Service Contract are to be pledged and assigned by the Authority pursuant to Title 45 as security for the payment of any bonds or notes of the Authority issued or to be issued.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions

Additional Delivery Location means any delivery location where the Customer receives Hoover Capacity, Hoover Energy or Hoover C Energy transmitted from the Point of Delivery pursuant to a Wheeling Agreement.

Ancillary Services means those generation services that are necessary to support the delivery of capacity and scheduled energy from resources to loads including, but not limited to those provided under the Electric Service Contract as those services are described in the Electric Service Contract and associated attachments.

Annual Budget means, with respect to a Contract Year, the budget of the Authority prepared by the Authority in accordance with Section 11 hereof for such Contract Year or, in the case of an amended Annual Budget, for the remainder of such Contract Year.

Authority means the Arizona Power Authority, a public body corporate and politic organized and existing under Title 30 of the A.R.S., and the successors and assigns to its duties and functions.

Average Monthly Hoover Capacity Entitlement means the aggregate sum of the Hoover Capacity portion of Customer's Entitlement to be made available at the Point of Delivery, for each month of the then current Contract Year as estimated by the Authority at the start of such Contract Year and irrespective of the Hoover Capacity actually made available or delivered to the Customer for such Contract Year, divided by the number of months in such Contract Year.

Balancing Authority means the responsible entity or sub-metered system that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority area, and supports interconnection frequency in real time.

Bill Crediting means the process whereby a Host Utility accepts Hoover Capacity or Hoover Energy for the Customer's benefit and through monthly billing provides a credit to the Customer for Hoover Energy and/or associated Hoover Capacity received by the Host Utility.

Billing Period means the service period beginning on the first day and extending through the last day of a calendar month.

Bond Counsel means an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds.

Bond Resolution means the Bond Resolution adopted by the Authority on December 6, 1985, providing for the issuance of Bonds, and all amendments and supplements thereto adopted in accordance with the provisions thereof.

Bonds means bonds or other evidences of indebtedness that have been or will be issued by the Authority pursuant to the Bond Resolution to pay any part of the Authority's Bonds, including Additional Bonds, Subordinated Indebtedness and Refunding Bonds, as defined and issued in accordance with the Bond Resolution.

Boulder Canyon Project (BCP) means all works authorized by the Boulder Canyon Project Act, as amended, the 1984 Hoover Act, as amended, and any future additions authorized by Congress or additions undertaken pursuant to the Electric Service Contract, to be constructed and owned by the United States, but exclusive of the main canal and its related appurtenances authorized by the Boulder Canyon Project Act, known as the All-American Canal.

Boulder Canyon Project Act means the Act of Congress approved December 21, 1928 (45 Stat. 1057, 43 U.S.C. § 617), as amended and supplemented.

Capacity and Energy Schedule means the schedule that the Authority and the Customer develop annually showing Customer's Entitlement, which schedule is based upon Western's Master Schedule, and other operational reports from Western and Reclamation, as such schedule may be revised based on a change in the availability of Hoover Capacity, Hoover Energy or Hoover C Energy, or upon the request of the Customer. Exhibit C sets forth the format of the Capacity and Energy Schedule.

Capacity Rate means the rate that the Authority uses to calculate the Demand Charge, as set forth in Section 11(b).

Commission means the Commission of the Authority, or if said Commission is abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Bond Resolution are given by law.

Conformed Criteria means the Conformed General Consolidated Power Marketing Criteria or Regulations for Boulder City Area Projects, published in the Federal Register Notice 49 FR 35671, dated June 14, 2012.

Contingent Capacity means the Hoover Capacity allocated to the Contractor pursuant to Section 2 of the 2011 Act and the Conformed Criteria.

Contract means this Power Sales Contract.

Contractor means an entity, including the Authority, that has a fully executed contract with Western for electric service from the Boulder Canyon Project for the period commencing October 1, 2016, and continuing through September 30, 2067.

Contract Year means the period from October 1 of any year through September 30 of the subsequent year or such other consecutive 12-month period that the Authority designates as a Contract Year.

Customer means the entity defined as the Customer in the introductory paragraph of this Contract and the successors and assigns to its duties and functions.

Customer's Allocation means the Hoover Capacity and Hoover Energy that the Customer is entitled to receive at the Point of Delivery based on the allocation in the Post-2017 Marketing Plan, or the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), including associated Ancillary Services and Environmental Attributes. Exhibit B sets forth Customer's Allocation at the Point of Delivery.

Customer's Entitlement means that portion of the Customer's Allocation that the Customer is entitled to receive at the Point of Delivery for the then current Contract Year as reflected in the Capacity and Energy Schedule, subject to any adjustments as provided in Sections 4 and 5.

Customers means all parties, other than the Authority, that execute Power Sales Contracts.

Customer Consultation Committee means the committee of Authority staff and Customer representatives described in Section 35 hereof.

Debt Service means, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid or deposited during said period into any fund or account created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) of, premium, if any, and interest on all Bonds from time to time outstanding as the same shall become due (whether at the maturity of principal or at the due date of interest or upon redemption or purchase); provided, however, that Debt Service shall not include any amount payable as principal or interest solely by reason of the acceleration of the maturity of Bonds.

Demand Charge means the monthly charge for the Hoover Capacity portion of Customer's Allocation that the Authority calculates by multiplying the Capacity Rate by the Customer's Average Monthly Hoover Capacity Entitlement.

Demand Related Revenue Requirements means all Revenue Requirements determined by the Authority to be associated with the capacity charges paid by the Authority to Western, as set forth in Section 11(b) of this Contract.

Electric Service Contract means Contract No. 16-DSR-12626 between the Authority and Western, effective October 1, 2016, and authorized by the 2011 Act, pursuant to which the Authority purchases Hoover Capacity, Hoover Energy and Hoover C Energy, as the same may be amended or supplemented.

Energy Charge means the monthly charge for the Hoover Energy portion of Customer's Allocation that the Authority calculates by multiplying the Energy Rate by the Customer's Forecasted Monthly Hoover Energy Entitlement.

Energy Planning and Management Program means the "Energy Planning and Management Program; Integrated Resource Planning Approval Criteria" published in the FEDERAL REGISTER on March 30, 2000 (65 Fed. Reg. 16789, et seq.), and any subsequent amendments thereto.

Energy Rate means the rate that the Authority uses to calculate the Energy Charge, as modified from time-to-time by the Authority during the Contract Year, as set forth in Section 11(b) of this Contract.

Energy Related Revenue Requirements means all Revenue Requirements determined by the Authority to be associated with the energy charges paid by the Authority to Western, as set forth in Section 11(b) of this Contract.

Environmental Attributes means the environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, and shall include, but not be limited to, renewable energy or tax credits, offsets and benefits; green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits towards achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in Megawatt hours (MWh), with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

Existing Non-Recapture Customer means an entity that received an allocation from the Authority for the period June 1, 1987, through September 30, 2017, and as of September 30, 2017, had not had all of its allocation recaptured by the Authority.

Firm Energy means energy obligated from the Hoover Power Plant pursuant to Section 2 of the 2011 Act and the Conformed Criteria.

Forecasted Monthly Hoover Energy Entitlement means the forecasted Hoover Energy portion of Customer's Entitlement to be made available at the Point of Delivery, for each month of the then Contract Year as estimated by the Authority at the start of such Contract Year, taking into account lake levels, outages, and other events that may limit from time-to-time the actual Hoover Capacity and Hoover Energy available to the Customer.

Hoover A Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 105(a)(1)(A) of the 1984 Hoover Act, as amended by Section 2(a) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover A Energy means the Firm Energy allocated to the Authority pursuant to Section 105(a)(1)(A) of the 1984 Hoover Act, as amended by Section 2(a) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover B Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 105(a)(1)(B) of the 1984 Hoover Act, as amended by Section 2(b) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover B Energy means the Firm Energy allocated to the Authority pursuant to Section 105(a)(1)(B) of the 1984 Hoover Act, as amended by Section 2(b) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover C Energy means the energy allocated to the Authority pursuant to Section 105(a)(1)(C) of the 1984 Hoover Act, as amended by Section 2(c) of the 2011 Act and purchased by the Authority pursuant to the Electric Service Contract.

Hoover Capacity means Hoover A Capacity, Hoover B Capacity, Hoover D-1 Capacity, and Hoover D-2 Capacity.

Hoover D Capacity means Hoover D-1 Capacity and Hoover D-2 Capacity.

Hoover D-1 Capacity means the Contingent Capacity allocated by Western pursuant to Section 2(d)(2)(C) of the 2011 Act that the Authority has offered to non-tribal New Allottees located in the State of Arizona, and purchased pursuant to the Electric Service Contract.

Hoover D-2 Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 2(d)(2)(D) of the 2011 Act for allocation to New Allottees in the State of Arizona, and purchased pursuant to the Electric Service Contract.

Hoover D Energy means Hoover D-1 Energy and Hoover D-2 Energy.

Hoover D-1 Energy means the Firm Energy allocated by Western pursuant to Section 2(d)(2)(C) of the 2011 Act that the Authority has offered to non-tribal New Allottees located in the State of Arizona, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover D-2 Energy means the Firm Energy allocated to the Authority pursuant to Section 2(d)(2)(D) of the 2011 Act for allocation to New Allottees in the State of Arizona, pursuant to the Electric Service Contract.

Hoover Energy means Hoover A Energy, Hoover B Energy, Hoover D-1 Energy, and Hoover D-2 Energy.

Hoover Power Plant means the power plant at Hoover Dam, consisting of the seventeen (17) main generating units, and appurtenant facilities as may be improved, replaced, renovated, or expanded during the term of this Contract.

Host Utility means an entity directly connected to the Customer that provides electric utility services and is responsible for the physical delivery of power to the Customer's meter(s).

Legal Opinion means the document to be prepared by counsel for the Customer pursuant to Section 30.

Load means electric power or electric energy required to meet a Customer's demand for electric service.

Loaded Synchronized Generation means the quantity of Boulder Canyon Project Synchronized Generation that is supplying Hoover Energy.

Master Schedule means the schedule described in the Electric Service Contract prepared by Western each year setting forth Western's estimate of power available by months to the Authority from the Boulder Canyon Project for the sixteen- (16) month period beginning on June 1 of any year and extending through September 30 of the next year.

Multi-Species Conservation Program means the Multi-Species Conservation Program as defined in section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111-11; 123 Stat. 1327).

Multi-Species Conservation Program Agreement means the Trust Indenture and Joint Payment Agreement dated April 4, 2005, and any supplements or amendments thereto.

Net Repayable Advance means the difference between the amount that New Customers and Recapture Customers must pay under Section 21(a) of this Contract and the amount of any Repayable Capital Investments that the Authority must pay Western under Section 20.5.4 of the Restated Agreement.

New Allottee means Customers not receiving Contingent Capacity and Firm Energy under subparagraphs (A) and (B) of paragraph (1) of 43 U.S.C. section 619a(a), including in the State of Arizona, those Customers that received a Hoover D-2 Capacity and Hoover D-2 Energy allocation from the Authority, and those that received a Hoover D-1 Capacity and Hoover D-1 Energy allocation from Western that contract with the Authority for the power allocated to them by Western.

New Customer means a Customer that received an allocation of Hoover Capacity and Hoover Energy from the Authority under the Post-2017 Marketing Plan, or from Western under the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), but did not receive a power allocation from the Authority under the "Final Hoover Power Marketing Post-1987" document published by the Authority on June 7, 1985.

Operating Reserves - Spinning means Boulder Canyon Project generation that is synchronized to the electric power system and fully available to respond in accordance with applicable regulatory standards and requirements.

Operating Reserves - Supplemental means Boulder Canyon Project generation capable of being synchronized to the electric power system that is fully available to respond in accordance with applicable regulatory standards and requirements.

Point of Delivery means the Mead 230kV Bus or any other delivery points set forth in Exhibit A.

Power Sales Contract means this Contract and the other Power Sales Contracts, dated the date hereof, between the Authority and each of the Customers, all relating to Hoover Capacity, Hoover Energy and Hoover C Energy, as the same may be amended from time to time.

Ramping means the change in scheduled delivery of Hoover Capacity and Hoover Energy from one period to another through static schedules or by more frequent changes in schedules through dynamic control.

Readvances means available funds appropriated by the Secretary of the Treasury for replacements related to the Boulder Canyon Project. Those replacements funded with readvances are amortized and repaid by the contractors over fifty (50) years.

Recapture Customer means a Customer that received an allocation of Hoover B Capacity and Hoover B Energy from the Authority under the Post-2017 Marketing Plan, and received only a Schedule B capacity and energy allocation from the Authority under the "Final Hoover Power Marketing Post-1987" document published on June 7, 1985, but had its Schedule B allocation under the "Final Hoover Power Marketing Post-1987" document recaptured by the Authority. The two entities that qualify as Recapture Customers are City of Mesa and Ak-Chin Tribe.

Reclamation means the Bureau of Reclamation of the Department of the Interior of the United States of America and the successors and assigns to its duties and functions.

Regulation means an Ancillary Service, including ramping up and ramping down, provided dynamically by Western in response to a digital signal from the Balancing Authority(ies) or other capable entity(ies). This service provides for following the moment-to-moment variations in the demand or supply in a Balancing Authority area and maintaining scheduled interconnection frequency.

Repayable Capital Investments means the amount calculated by Reclamation pursuant to Section 20.4 of the Restated Agreement for the purpose of determining payment obligations and reimbursements due, if any under Section 20.5 of the Restated Agreement.

Replacement Capital Investments means ninety-six percent of the sum of the BCP multi-year and annual replacement amounts, together with interest during construction on those expenditures that are for BCP replacement items not placed in service in the year such expenditures are made.

Reserves means Operating Reserves - Spinning and Operating Reserves - Supplemental.

Restated Agreement means the Amended and Restated Implementation Agreement No. 95-PA0-10616, including all exhibits and attachments thereto.

Revenue Requirements means all costs and expenses paid or incurred or to be paid or incurred by the Authority in connection with the acquisition and delivery of Hoover Capacity and Hoover Energy at the Point of Delivery including, without limitation, the following items of cost:

(1) payments of Debt Service and payments that the Authority is required to make into the Debt Service Account in the Debt Service Fund or the Subordinated Indebtedness Fund under the terms of the Bond Resolution to pay Debt Service;

(2) amounts required under the Bond Resolution to be paid or deposited into any fund or account established by the Bond Resolution (other than the Debt Service Account or the Subordinated Indebtedness Fund referred to in clause (1) above), including, but not limited to, any amounts required to be paid or deposited by reason of the transfer of moneys from the Debt Service Reserve Account in the Debt Service Fund to the Debt Service Account in the Debt Service Fund, and any amounts required to be paid into the Monthly Payment Reserve Account;

(3) additional amounts that must be collected by the Authority in order to meet the requirement of any rate covenant with respect to coverage of Debt Service on Bonds contained in the Bond Resolution or which the Authority deems advisable in the marketing of its Bonds or the management of its financial operations;

(4) costs incurred in connection with interest rate exchanges, futures contracts or other financing arrangements permitted under the Bond Resolution;

(5) costs of letters of credit, lines of credit, insurance and any other means of providing credit enhancement or credit support in connection with the issuance, sale and marketing of Bonds;

(6) amounts, if any, that the Authority is required to pay pursuant to the Electric Service Contract, including, without limitation, and to the extent the same is required to be a Revenue Requirement, the cost of Hoover C Energy to the extent such cost is not otherwise recovered by the Authority from the sale of Hoover C Energy;

(7) amounts, if any, that the Authority is required to pay pursuant to the Restated Agreement, including, but not limited to, its portion of Replacement Capital Investments, Working Capital requirements, and operating reserves;

(8) amounts attributable to the Authority's respective contribution to the cost of the Multi-Species Conservation Program, in accordance with the 2011 Act, the Multi-Species Conservation Program Agreement, and this Contract.

(9) operating expenses and costs of the Authority (including administrative and general expenses and taxes or payments in lieu thereof) relating to the acquisition and delivery of Hoover Capacity and Hoover Energy not included in the costs specified in the other items of this definition; and

(10) an amount, if needed, not to exceed 3% of the Revenue Requirements, to be utilized by the Authority for power development activities that the Authority is authorized to undertake pursuant to Title 30 and Title 45; provided that any expenditures shall be undertaken pursuant to specific direction provided by the Commission according to an appropriate administrative process; and provided further if any such activities are developed into revenue producing power arrangements then the net revenue, if any, from such revenue producing power arrangements shall be credited against Revenue Requirements in such amounts and in such Contract Years as shall be determined by the Authority.

Amounts, if any, derived by the Authority from the sale of Hoover C Energy, over its costs thereof, shall be credited against Revenue Requirements.

Scheduling and Accounting Procedures means the operating arrangements and scheduling and accounting procedures developed by the Authority and its Scheduling Entity(ies) as part of any SEA to schedule Hoover Capacity and deliver Hoover Energy, Hoover C Energy, and other resources available under this Contract. The Scheduling and Accounting Procedures are intended to implement the terms of this Contract, any SEA, and the Electric Service Contract, but are not intended to modify or amend any of these agreements. In the event of a conflict between the terms of this Contract, any SEA, or the Electric Service Contract and the Scheduling and Accounting Procedures, the respective agreement will control.

Scheduling Entity means one or more entities designated by the Authority to coordinate scheduling of Hoover Capacity, Hoover Energy, and Hoover C Energy deliveries to Authority Customers.

Scheduling Entity Agreement (SEA) means that separate agreement that the Authority will execute with the Authority's Scheduling Entity(ies) regarding scheduling and delivery of Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Authority for use by the Customer under the Electric Service Contract.

Synchronized Generation means Hoover Capacity available from any of the Hoover Power Plant generating units synchronized to the electric power system.

Transitional Items means financial obligations of the BCP funded by the 2011 Act Schedule A and Schedule B Contractors prior to October 1, 2017, which have not been expensed as of that date. Transitional Items also include sequestered funds, which are unavailable to spend as of October 1, 2017.

Tribal Entity means a Customer that is a federally recognized Indian Tribe, including an entity, enterprise, or authority of a federally recognized Indian Tribe that is formed by such tribe to lawfully use the Customer's Allocation.

Uprating Program means the program authorized by Section 101(a) of the 1984 Hoover Act for increasing the generating Capacity of the original Hoover Power Plant.

Unloaded Synchronized Generation means the difference between scheduled Synchronized Generation and Loaded Synchronized Generation.

Western means the Western Area Power Administration, an agency of the Department of Energy of the United States of America, and the successors and assigns to its duties and functions.

Wheeling Agreement means any transmission agreement executed by the Authority for the specific benefit of the Customer for the transmission of Hoover Capacity, Hoover Energy, and Hoover C Energy hereunder from the Point of Delivery to any Additional Delivery Location(s), as the agreement may be amended, supplemented or substituted.

Working Capital means funds required to perform capital work on Boulder Canyon Project facilities as specified in the Restated Agreement. These are funds advanced by the Authority to meet BCP cash flow needs and may be adjusted through the Annual Revenue Requirement pursuant to the Restated Agreement.

SECTION 2. Term of Contract

(a) This Contract shall become effective on October 1, 2017 and shall remain in effect until midnight, Mountain Standard Time, September 30, 2067, unless terminated in accordance with the provisions of this Contract.

(b) The date of initial service hereunder shall be October 1, 2017; provided, that for Customers allocated Hoover D-1 Capacity and Hoover D-1 Energy, this Contract shall not go into effect if the Customer does not have the necessary arrangements for transmission and/or distribution service in place by October 1, 2016.

(c) The Authority may terminate this Contract on and after September 30, 2037, upon five years' prior written notice to the Customer; provided, however, that the Authority shall only exercise this right to the extent consistent with federal law.

(d) In the event of a recapture in accordance with Section 7(b), this Contract shall terminate on the effective date of the contract selling all of the Customers Allocation. In the event of a recapture under Section 27 where all of a Customer's Hoover Capacity and Energy is subsequently reallocated for the unexpired term of the Customer's Contract, this Contract shall terminate on the effective date of the reallocation as provided in written notice from the Authority. The Customer shall remain responsible for all payments under this Contract unless and until a reallocation of the Customer's Allocation is implemented.

(e) If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any termination of this Contract pursuant to either Section 2(c) or Section 2(d) shall require approval by Western, as set forth in the Electric Service Contract.

SECTION 3. Sale and Purchase of Hoover Capacity and Hoover Energy

(a) During the term of this Contract, the Authority agrees to sell to Customer the Customer's Allocation at the Point of Delivery, subject to adjustment in accordance with Section 4 and Section 5 hereof.

(b) The Customer agrees to purchase the Hoover Capacity and Hoover Energy that comprises Customer's Allocation at the rates and charges set forth in Section 11 of this Contract, and in accordance with this Contract. The Customer's obligation to make the payments pursuant to Section 11 of this Contract shall be payable irrespective of whether any Hoover Capacity or Hoover Energy is received from, or delivered by, the Authority hereunder, and, except as provided in Section 7 and 28, such payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise, and shall not be conditioned upon the performance by the Authority under this Contract or any other agreement or instrument.

SECTION 4. Hoover Capacity Available to the Customer

(a) Subject to the availability of Hoover Capacity as set forth in the Capacity and Energy Schedule, the Authority will make the Hoover Energy portion of Customer's Allocation available to the Customer at the Point of Delivery in amounts that the Customer may from time to time schedule in accordance with Section 5, at a rate of delivery up to the Customer's Allocation of Hoover Capacity.

(b) Reductions in Hoover A Capacity, Hoover B Capacity, or Hoover D Capacity respectively, to be made available to the Authority pursuant to the Electric Service Contract, may occur, among other reasons, as a result of forced, scheduled or maintenance outages, river operations or reservoir drawdowns, or as a result of testing of the generators by order of the Secretary of Interior. Any such reduction in Hoover Capacity will be prorated in proportion to the ratio that Customer's Allocation of Hoover Capacity bears to the sum of all Customer Allocations of Hoover Capacity as set forth in Attachment 1. If necessary, from time-to-time, the Authority will furnish the Customer a revised Capacity and Energy Schedule that reflects any increase or decrease in Hoover Capacity.

SECTION 5. Hoover Energy Available to the Customer

(a) The Authority will make the Hoover Energy portion of the Customer's Allocation available to the Customer each month of the Contract Year in the amounts set forth in the Capacity and Energy Schedule developed annually by the Authority in accordance with Section 5(c). Delivery in any Billing Period shall not exceed the amount of Hoover Energy to be made available to the Customer for such month as set forth in the Capacity and Energy Schedule, unless approved by the Authority.

(b) Reductions in Hoover A Energy, Hoover B Energy, or Hoover D Energy respectively, to be made available to the Authority pursuant to the Electric Service Contract, may occur as a result of forced, scheduled or maintenance outages, river operations or reservoir drawdowns, or as a result of testing of the generators by order of the Secretary of Interior. Any reduction in Hoover Energy made available to the Authority will be prorated in proportion to the ratio that the Customer's Allocation of Hoover Energy bears to the sum of all Customer

Allocations of Hoover Energy, as set forth in Attachment 1. If necessary, from time-to-time, the Authority will furnish the Customer a revised Capacity and Energy Schedule that reflects any increase or decrease in Hoover Energy.

(c) At least forty-five (45) days prior to the start of each Contract Year, the Authority will advise the Customer in writing of the amount of Hoover Capacity and Hoover Energy estimated by the Authority to be available for delivery to the Customer during the Contract Year. This estimate will be based upon Western's Master Schedule, and other operational reports from Western and Reclamation for the months in such Contract Year. Within thirty (30) days following receipt of such information, the Customer shall submit in writing a preliminary schedule by month for delivery of the Hoover Energy, which preliminary schedule will be approved, or modified if necessary, by the Authority after consultation with the Customer. Based upon the approved schedule, the Authority will furnish the Customer with a final Capacity and Energy Schedule that will be effective during the Contract Year. If Western revises its Master Schedule or Western or Reclamation revise any other operational reports during such Contract Year, the Authority will consult with the Customer and the Authority's Scheduling Entity regarding potential revisions to the Capacity and Energy Schedule for the remaining months of the Contract Year.

(d) The Customer may, at any time during a Contract Year, request that the Authority revise the amount of Hoover Energy that the Customer is scheduled to receive during any month or months of such Contract Year as set forth in the Capacity and Energy Schedule; provided that no such scheduling revision shall decrease the amount of Hoover Energy any other Customer is scheduled to receive without the consent of such other Customer(s). The Authority shall have the right to accept or deny such requests in its sole discretion, which acceptance shall not be unreasonably withheld.

(e) The Customer shall have the right to a pro-rata share of available Ancillary Services, based upon the Customer's Allocation. The Customer may access such Ancillary Services through the use of a dynamic signal. To exercise this right, the Customer must notify the Authority of its intent to use these Ancillary Services and, if a dynamic signal will be used, must participate in the establishment of a dynamic signal. Any agreement related to use of Ancillary Services or establishment of a dynamic signal will be subject to review by the Authority, which approval shall not be unreasonably withheld.

(f) If the Customer does not elect to use its pro-rata share of Ancillary Services, then the Authority will use its best efforts to market any portion of the Customer's share of Ancillary Services and dynamic signal that the Customer elects not to use. Any such sale of Ancillary Services and dynamic signal shall be pursuant to a separate agreement among the Authority, the relevant Balancing Authority(ies) or other capable entity(ies), and the relevant Customers that are parties to the sale.

(g) If it is necessary for a new dynamic signal to be established with a Balancing Authority or other capable entity(ies) in order for the Customer to use the Ancillary Services granted under this Contract, then the Customer will be responsible for paying any and all costs related to its establishment and use of the new dynamic signal. If more than one

Customer is involved in establishing a new dynamic signal, the cost for establishing any such signal shall be paid by the participating Customers.

(h) The Customer, through use of a dynamic signal, shall have the right on a pro-rata basis to Loaded Synchronized Generation, Operating Reserves - Spinning, and Operating Reserves – Supplemental, the sum of which shall not exceed the portion of the Customer's Allocation of Hoover Capacity that is available. The Customer shall have the right to Synchronized Generation in a range from zero (0) to full Synchronized Generation and the reverse. With the use of these Ancillary Services and associated energy losses, the Hoover Energy portion of Customer's Entitlement may be reduced in the next Billing Period, or as soon thereafter as possible, to the extent and at the time that Western reduces the Authority's Available Energy under the Electric Service Contract.

(i) The Customer shall have the right to schedule Hoover Capacity and Hoover Energy on a static basis, but in doing so, will not have access to Regulation or Operating Reserves - Spinning, but will have access to Operating Reserves - Supplemental and Ramping needed to manage schedule changes.

(j) The Post-2017 Marketing Plan established distribution priorities for any Hoover C Energy made available to the Authority under the Electric Service Contract. Consistent with these distribution priorities, the Authority may offer to sell Hoover C Energy to the Customer if and when it becomes available to the Authority. No Customer shall be obligated to accept Hoover C Energy. Any Hoover C Energy the Customer agrees to purchase shall be included in the Capacity and Energy Schedule. The amount of Hoover C Energy to be made available to the Customer shall not exceed the amount set forth in the schedule, and any reduction shall be prorated among the Customers in the Authority's priority classification(s) that have accepted available Hoover C Energy. If the Authority offers to sell Hoover C Energy, and if the Customer agrees to purchase such Hoover C Energy, the Authority agrees to, if requested by the Customer, coordinate delivery of such Hoover C Energy to the Customer at the Point of Delivery or any Additional Delivery Location(s) in accordance with the applicable provisions of any Wheeling Agreement(s).

SECTION 6. Firming Capacity and Firming Energy

(a) Pursuant to a prior written agreement between the Customer and the Authority, and as allowed by law, the Authority will purchase capacity to firm the Hoover Capacity portion of Customer's Allocation.

(b) Pursuant to a prior written agreement between the Customer and the Authority, and as allowed by law, the Authority will purchase energy to firm the Hoover Energy portion of Customer's Allocation up to the equivalent of 100 percent capacity factor of the Customer's Allocation.

(c) The Customer will pay in advance for any such purchases by the Authority.

(d) The Customer, through the Authority's Scheduling Entity, may be required by the Authority to schedule a minimum rate of delivery of energy when the Authority purchases energy pursuant to Section 6(a). The amount of energy to be scheduled at such minimum rate of delivery in connection with the Authority's purchases shall be the product of the overall minimum rate of delivery for all Authority purchases multiplied by a fraction where the numerator is the amount of Authority purchases for the Customer and the denominator is the aggregate amount of Authority purchases for all participating Customers.

SECTION 7. Tender or Relinquishment of Hoover Capacity and Hoover Energy

(a) The Customer may tender or relinquish ("lay off") Hoover Capacity or Hoover Energy for resale by the Authority. The Authority will use its best efforts to sell the Customer's tendered or relinquished Hoover Capacity or Hoover Energy and will apply the net proceeds from the sale towards the Customer's payment obligations under this Contract. The Customer tendering or relinquishing Hoover Capacity or Hoover Energy will still be obligated to pay for any and all Hoover Capacity and Hoover Energy making up the balance of the Customer's Entitlement. No tender or relinquishment of Hoover Capacity or Hoover Energy shall relieve the Customer of its obligations under this Contract. The Authority retains the option to recapture pursuant to Section 27 a tender or relinquishment of Hoover Capacity and Hoover Energy pursuant to this Section 7 that exceeds three (3) consecutive Contract Years.

(b) The tender or relinquishment of Customer's Hoover Capacity and Hoover Energy shall be deemed a recapture if the tender or relinquishment is for the unexpired term of the Purchaser's Contract, and the Authority has contracted to sell the tendered or relinquished Hoover Capacity and Energy under the same terms and conditions as those contained in this Contract.

(c) If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, the Customer may permanently relinquish Customer's Allocation of Hoover D-1 Capacity and Hoover D-1 Energy to Western. If Western offers Customer's Hoover D-1 Capacity and Hoover D-1 Energy to the other non-tribal Western allottees in the State of Arizona that have executed a Power Sales Contract with the Authority, and one or more of these allottees accept Customer's Hoover D-1 Capacity and Hoover D-1 Energy, then the Customer's contractual obligation for Hoover D-1 Energy will terminate. In the event that the entire relinquished allocation is not reallocated within the State of Arizona, the Customer's contractual obligation for Hoover D-1 Capacity and Hoover D-1 Energy will terminate if Western allocates the remaining Hoover D-1 Capacity and Hoover D-1 Energy in other parts of the Boulder Canyon Project marketing area. The Customer will remain responsible for all payments under this Contract unless and until a reallocation of the Customer's Allocation is implemented. If Customer's Contract includes Hoover D-2 Capacity and Hoover D-2 Energy in addition to Hoover D-1 Capacity and Hoover D-1 Energy, then Customers Contract will remain effective with respect to Customer's Hoover D-2 Capacity and Hoover D-2 Energy.

SECTION 8. Programs to Maximize the Value of Hoover Capacity and Hoover Energy

Consistent with the Authority's regulations, the Customer may participate in programs designed to maximize the value of Customer's Allocation. With respect to any of these programs, the Authority may request that the Customer file copies of all relevant agreements with the Authority. The Customer may participate in such programs, as follows:

(a) With the Authority's prior written approval, not to be unreasonably withheld, power pooling agreements that provide for the Customer to aggregate or commingle the Customer's Hoover Capacity or Hoover Energy with the Hoover Capacity or Hoover Energy of other Customers; and

(b) With the Authority's approval, not to be unreasonably withheld, banking of Hoover Energy, displacements, exchange of banked Hoover Energy among Customers, and exchanges of Hoover Capacity or Hoover Energy among Customers.

SECTION 9. Environmental Attributes Available to the Customer

The Authority will use best efforts to maintain the right to any and all Environmental Attributes available to it under the Electric Service Contract. Customer shall have the right to use a pro-rata share of any Environmental Attributes associated with the Customer's Allocation that are available to the Authority pursuant to the Electric Service Contract or otherwise. Customer's pro-rata share will be equal to Customer's Allocation as compared to all Customer Allocations. The Customer will not be deemed to have elected not to use Environmental Attributes unless the election is made in writing. If the Customer elects not to use its pro-rata share of Environmental Attributes, then the Authority will use its best efforts to market or create value, to the extent allowed by the Electric Service Contract, for any portion of the Customer's share of Environmental Attributes that the Customer elects not to use. Any sale of Environmental Attributes shall be pursuant to a separate agreement among the Authority, the relevant purchasing entity, and the relevant Customers. Such Environmental Attributes (such as renewable energy credits) shall be expressed in MWh, with one (1) MWh of Environmental Attribute produced for each one (1) MWh of energy generated by the renewable energy resource.

SECTION 10. Transmission of Hoover Capacity and Hoover Energy

(a) Pursuant to the Electric Service Contract, Western will deliver Hoover Capacity and Hoover Energy to the Authority at the Point of Delivery. The Authority will deliver Customer's Entitlement at the Point of Delivery and the Customer, except as provided for in Section 10(b), must arrange for transmission service to transmit its Hoover Capacity and Hoover Energy from the Point of Delivery to any Additional Delivery Location(s). Upon request of the Customer, the Authority will help coordinate transmission arrangements so that its Hoover Capacity and Hoover Energy will be delivered from the Point of Delivery to the Customer or to the Customer's Hoover Capacity and Hoover Energy transmission provider.

(b) If the Customer is unable to independently procure transmission service to transmit the Customer's Entitlement from the Point of Delivery to any Additional Delivery Location(s), then upon request of the Customer, the Authority will use its best efforts to procure transmission service for the Customer by executing a Wheeling Agreement; provided, however,

that the Customer agrees to pay all costs associated with transmission of Hoover Capacity and Hoover Energy for the Customer from the Point of Delivery to the Customer's Additional Delivery Location(s) under any Wheeling Agreement(s). The Customer further agrees that it will adhere to any transmission service specifications set forth in any Wheeling Agreement(s) and will adhere to applicable limitations and requirements of a Host Utility's Bill Crediting program, if applicable.

SECTION 11. Annual Budget and Determination of Demand and Energy Charge

(a) The Authority shall prepare, or cause to be prepared, and deliver to each Customer a proposed Annual Budget at least sixty (60) days prior to the beginning of each Contract Year. The proposed Annual Budget shall itemize for such Contract Year the Authority's estimates of all Revenue Requirements and all revenues and other funds available to the Authority for the payment of such Revenue Requirements as well as the estimated amount of Hoover Capacity and Hoover Energy that formed the basis of such revenue estimates. In preparing the Annual Budget, the Authority, to the extent it incurs costs or expenses that relate to non-Hoover capacity and energy functions to be payable from Revenue Requirements, shall delineate such costs and expenses. At any time up to the forty-fifth (45th) day prior to the beginning of the Contract Year, the Customer may submit any comments with respect to the Annual Budget. After consideration of any comments of the Customers, the Commission, not less than thirty (30) days prior to the beginning of such Contract Year, shall adopt an Annual Budget for such Contract Year and shall cause copies of such Annual Budget to be delivered to each Customer. Notwithstanding the foregoing, the Annual Budget for the first Contract Year shall be prepared, considered, adopted and delivered in the manner that the Authority shall deem most practicable under the circumstances.

(b) The Authority will establish and maintain rates under this Contract and the other Contracts that will provide revenues that are sufficient to meet the estimated Revenue Requirements of the Authority. The capacity charges and the energy charges paid by the Authority to Western for Hoover Capacity and Hoover Energy under the Electric Service Contract shall be assigned to the Demand Related Revenue Requirements and Energy Related Revenue Requirements, respectively. The balance of the Authority's Revenue Requirements shall be assigned to Demand Related Revenue Requirements and Energy Related Revenue Requirements in the same percentage proportion that Western assigns costs to capacity and energy charges in the Electric Service Contract. The Authority shall determine the Capacity Rate for each Billing Period by dividing the estimated Demand Related Revenue Requirements by the product of the number of months in such Contract Year times the total aggregate sum of the Average Monthly Hoover Capacity Entitlement of all the Customers. The Authority shall determine the Energy Rate by dividing the estimated Energy Related Revenue Requirements by the total aggregate amount of the Forecasted Monthly Hoover Energy Entitlement estimated by the Authority to be scheduled and delivered to all Customers during such Contract Year, as modified from time-to-time by the Authority during such Contract Year.

(c) If, at any time after the adoption of the Annual Budget, the Authority estimates that the Revenue Requirements or revenues to be furnished for the Contract Year or any part thereof for which such Annual Budget applies will be greater or less than the Revenue Requirements or revenues set forth in the Annual Budget, then the Authority may prepare an

amended Annual Budget and revise the Capacity Rate and Energy Rate in accordance with such amended Annual Budget. Any amended Annual Budget shall be adopted by the Commission, but with reasonable notice to, and opportunity for comments from, the Customers and thereafter transmitted to each Customer and shall supersede the Annual Budget or any amended Annual Budget previously provided.

(d) In the event that a budget for the ensuing Contract Year has not been adopted on or before the first day of the Contract Year, the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary budget for such purposes for the ensuing Contract Year. The temporary budget shall be effective only until such time as a permanent budget has been finally adopted and approved by the Commission as provided herein.

(e) The Customer shall pay the Authority for Hoover Capacity and Hoover Energy at the rates established by the Authority, as the same may be revised from Contract Year to Contract Year and from time to time within a Contract Year in accordance with the provisions of this Contract and any amendment to the Annual Budget.

(f) The Customer shall pay the sum of (i) the Demand Charge (ii) the Energy Charge, and (iii) any charge for Hoover C Energy purchased by the Customer under Section 5(j), as adjusted for any credits specified in this Section 11(f). Amounts, if any, derived by the Authority from the sale of the Customer's share of Environmental Attributes, Ancillary Services, or the dynamic signal to one or more Balancing Authorities, shall be used by the Authority to reduce the Customer's Demand Charge, Energy Charge, and Hoover C Energy charge in proportion to the Customer's pro-rata share of the Environmental Attributes, Ancillary Services, or the dynamic signal that is sold.

(g) On or before the 3rd business day of each month beginning with the second month of the first Contract Year, the Authority shall render to the Customer a monthly statement showing, in each case with respect to the preceding month, (i) the amount of the Demand Charge, the Energy Charge, and any charge for Hoover C Energy payable by the Customer for such month; and (ii) the amount, if any, determined in accordance with this Section 11 to be credited to or paid by the Customer with respect to any adjustment for actual Demand Related Revenue Requirements and Energy Related Revenue Requirements; and such Customer shall pay the total of such amounts at the times specified in paragraph (h) of this Section 11.

(h) Monthly payments required to be paid to the Authority pursuant to this Section 11 shall be due and payable to the Authority at the address of the Authority set forth in Section 32 of this Contract or the account of the Authority via wire transmission, on or before the later of (i) the 15th day after the date of such monthly statement or (ii) the 15th day after the date such statement is mailed or electronically mailed, as indicated by the postmark date or electronic mail date stamp; provided, that, if said 15th day is a Saturday, Sunday or a day on which banks in the State of Arizona are authorized to be closed, the next following day on which banks in the State of Arizona are authorized to be open shall be the day that such payment is due.

(i) If payment in full is not actually received by the Authority on or before the close of business on the due date of such payment as provided in paragraph (h) of this Section 11, the Authority shall charge the Customer an initial late payment charge equal to two percent

(2%) of the unpaid amount. Each day after the due date of such payment as provided in paragraph (h) of this Section 11, a charge of five hundredths percent (0.05%) of the principal sum unpaid shall be added until the amount due, including the two percent (2%) initial late payment charge, is paid in full. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal. Remittances received by mail or wire transmission will be accepted without assessment of such charges if the postmark or date stamp indicates that the payment was mailed or wired on or before the due date of such payment as provided in paragraph (h) of this Section 11.

(j) In the event of any dispute as to any portion of any monthly statement, the Customer shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to the Authority by the date such payment is due or within ten (10) business days after the Customer first obtains knowledge of the principal fact on which the dispute is based, whichever is later. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Authority shall give consideration to such dispute and shall advise the Customer in writing with regard to its position relative thereto within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount, including interest on any overpayment at the London Inter Bank Offered Rate during the period of the overpayment, shall be properly reflected in the statement next submitted to the Customer after such determination.

(k) Credits required to be made against Revenue Requirements pursuant to the provisions of this Section 11 or as provided in the definition of Revenue Requirements in Section 1 of this Contract will be made in the then current Contract Year or the next succeeding Contract Year, as determined by the Authority.

(l) As soon as possible, after the end of each Contract Year, the Authority will submit to the Customer a detailed statement of the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements for such Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11, and the Customer's share of each, and all other amounts, if any, payable by or credited to the Customer pursuant to this Contract for all of the months of such Contract Year, and adjustments of such aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements, if any, for any prior Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11 allocable to the Customer, based on such detailed statement. If, on the basis of the statement submitted as provided in this paragraph, the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements for such Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11 allocable to the Customer and other amounts payable for such Contract Year exceed the estimate thereof on the basis of which the Customer has been billed or are less than the estimate thereof on the basis of which such Customer has been billed or if the Customer's Entitlement is different than that which formed the basis of the Capacity Rate and the Energy Rate for such Contract Year, the amount of the deficiency or excess shall be added or credited, as the case may be, to the Customer's monthly statement during the current Contract Year in a manner deemed equitable by the Authority. If the Customer is not entitled to

receive any Hoover Capacity and Hoover Energy in the next Contract Year, the Authority shall pay to the Customer any credit due the Customer and the Customer shall pay to the Authority any amounts owing the Authority all as determined by such detailed statement of the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements, or Customer's Entitlement.

SECTION 12. Scheduling Entity Agreement

(a) Pursuant to Section 6.11.5 of the Electric Service Contract, the Authority will designate one or more Scheduling Entities responsible for scheduling the Authority's Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Authority for use by the Customer under the Electric Service Contract.

(b) The Authority will, by October 1, 2017, execute a Scheduling Entity Agreement (SEA) with one or more Scheduling Entities that will require each Scheduling Entity, as applicable, to adhere to Western's Metering and Scheduling Instructions, as set forth in Attachment 6 of the Electric Service Contract.

(c) The Authority will work with each Scheduling Entity to develop operating arrangements, scheduling, and accounting procedures, as may be necessary to implement each SEA or to supplement Western's Metering and Scheduling Instructions. Such procedures will be attached to each SEA as "Scheduling and Accounting Procedures." These Scheduling and Accounting Procedures may, from time-to-time, be revised by the Authority and the Scheduling Entity as necessary to implement the SEA.

(d) Authority staff will work in consultation with the Customers, to develop the Scheduling and Accounting Procedures concerning delivery of Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Customer under this Contract. The Authority will review, and update as appropriate, Authority billing procedures.

SECTION 13. Covenants of the Customer

(a) The Customer agrees to maintain rates, fees and charges for the sale or use of Hoover Capacity, Hoover Energy, and Hoover C Energy purchased hereunder, as allowed by the appropriate regulatory authority, if any, which, together with other available funds, shall provide to the Customer revenues sufficient to meet its obligations to the Authority under this Contract and the obligations of the Customer, if any, which are equal to or superior to its obligations under this Contract. Nothing herein shall be deemed to require the Customer to satisfy its obligations under this Contract from any source which would result in a violation of any statutory or constitutional provisions.

(b) Except as noted in Sections 7 and 8, the Customer shall not sell, transfer, exchange or otherwise dispose of any of the Hoover Capacity, Hoover Energy, and Hoover C Energy made available to the Customer hereunder other than for resale to its customers in the Customer's service area or its own use, unless such sale, transfer, exchange or other disposition is approved by the Authority. Such approval shall be in the sole discretion of the Authority and not unreasonably withheld.

(c) The Customer shall not sell or otherwise dispose of all or substantially all of its business or utilities operations from which it derives revenues to satisfy its obligations to the Authority under this Contract except on ninety (90) days prior written notice to the Authority and, in any event, shall not so sell or otherwise dispose of the same unless all of the following conditions are met: (i) the Customer shall assign this Contract and its rights and interest hereunder to the purchaser of its business or utilities operations and such purchaser shall assume all obligations of the Customer under this Contract; (ii) if and to the extent necessary to reflect such assignment and assumption, the Authority and such purchaser shall enter into an agreement supplemental to this Contract to clarify the terms on which Hoover Capacity and Hoover Energy is to be sold hereunder by the Authority to such purchaser; (iii) the Authority shall by resolution determine (which determination shall not be unreasonably withheld) that such sale or other disposition will not adversely affect the value of this Contract as security for the payment of Bonds and; (iv) the Authority receives an opinion of Bond Counsel that such sale or other disposition will not adversely affect the exemption of interest on Bonds from federal income taxation. For the purposes of this Section 13(c), sale or other disposition of substantially all of its business operations shall mean a sale or other disposition by the Customer that adversely affects Customer's ability to continue to make its payments under this Contract. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any assignment of this Contract and associated rights and interests therein pursuant to Section 13(c)(i) shall also require approval from Western.

(d) On and after the effective date of this Contract, the Customer shall not, without written consent of the Authority, lease all or substantially all of its business or utility operations from which it derives revenues to satisfy its obligations under this Contract. The Authority will give its written consent to such lease upon being furnished with an opinion of Bond Counsel to the effect that such lease will not adversely affect the exemption of Bonds from federal income taxation.

(e) The Customer will operate its utility system, its business, or the properties of its business operations from which it derives revenues to satisfy its obligations to the Authority under this Contract in accordance with normal accepted utility practice.

(f) If the Customer owns and operates its own power system, then the Customer shall construct, operate, and maintain its power system in a manner that meets or exceeds generally accepted industry standards.

SECTION 14. Facilities, Ownership, and Liability

If the Customer provides electric facilities and properties to the Authority or the Customer and the Authority operate or maintain joint electric facilities and properties, then the following installation and maintenance obligations apply:

(a) All lines, substations and other electrical facilities (except metering equipment installed by or for the Authority) located on the Customer's side of the Point of Delivery shall be furnished, installed and maintained or caused to be furnished, installed or maintained by the Customer or Host Utility unless otherwise provided by agreement between the parties or unless maintained by third parties.

(b) All meters and other facilities furnished by the Authority shall be and remain the property of the Authority and the right to remove, replace or repair such meters and other facilities is expressly reserved. The Customer shall exercise due care to protect such property on the Customer's premises and in the event of loss or damage to such property caused by Customer's negligence, the Customer shall be liable for any damage to said property; similarly, the Authority shall exercise due care to protect the Customer's property on the Authority's premises and in the event of loss or damage to the Customer's property caused by Authority's negligence, the Authority shall be liable for any damage to Customer's property.

SECTION 15. Uncontrollable Force

Neither the Authority nor the Customer shall be considered to be in default in respect to any obligation hereunder, other than the obligation of the Customer to pay for the Hoover Capacity, Hoover Energy and Hoover C Energy during any Billing Period as provided in Section 11(f), or make any payment required under Section 21, if prevented from fulfilling such obligations by reason of an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

SECTION 16. Contingency Planning

If any of the "Capacity Loss below 1000MW" or "Force Majeure" events set forth in Section 10.1 of the Restated Agreement occur, the Authority will assess the overall severity of the event on the Customer and shall take the following actions:

(a) promptly notify the Customer of such event and convene a meeting of affected Customers to discuss the Authority's response to such event; and

(b) if requested by the Customer, make a good faith effort to mitigate any adverse impact of such event on the Customer.

SECTION 17. Assignment

(a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Contract; provided, however, that, except for the assignment by the Authority authorized by clause (b) of this Section 17 and except for any assignment in connection with the sale, lease or other disposition of all or substantially all of the Customer's business or utilities operations as provided in Section 13(c) or 13(d) hereof, neither this Contract nor any interest herein shall be transferred or assigned by either party hereto

except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any assignment of this Contract or any interest therein under this Section 17(a) shall also require approval from Western, as set forth in Section 30 of the Electric Service Contract. No assignment or transfer of this Contract shall relieve the parties of any obligation hereunder, unless and until an assignment of the Customer's Allocation is implemented. Any assignment or transfer of this Contract must not violate Section 9.2 of the Electric Service Contract concerning resale of Hoover Capacity, Hoover Energy and Hoover C Energy.

(b) The Customer acknowledges and agrees that the Authority may assign and pledge to any trustee or similar fiduciary designated in the Bond Resolution all of, or any interest in, its right, title, and interest in and to all payments to be made to the Authority under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Authority may grant to such trustee any rights and remedies herein provided to the Authority and thereupon any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements of the Customer herein contained, only to the extent required to protect such trustee's security interest.

SECTION 18. Records and Accounts

(a) The Authority agrees to maintain accurate records and supporting documentation relating to Hoover Capacity, Hoover Energy, Hoover C Energy, Revenue Requirements, Demand Related Revenue Requirements and Energy Related Revenue Requirements, separate and distinct from its other records and accounts. Such records and supporting documentation shall be retained for at least three years after the close of the Contract Year. Upon written request and reasonable notice, the Authority agrees to provide to the Customer's auditors or audit representative such records and supporting documentation for its review and inspection. Any exceptions noted in this review will be forwarded to the Authority for its review and response. The Authority agrees to respond within thirty (30) days of receipt and any agreed exception will be adjusted to the period such exception first occurred.

(b) The Customer agrees to maintain accurate records and supporting documentation relating to the conduct of its business or utility operations which provide the source of payment of the Customer's obligations under this Contract and upon written request and reasonable notice agrees to permit the Authority's auditors or audit representative to inspect such records or documentation. The Customer shall maintain such records and documentation for at least three years after the close of the Customer's fiscal year.

(c) In response to any public records law request for information related to the Customer's conduct of its business or utility operations that may be contained in records obtained by the Authority during any inspection under subsection (b), the Authority will actually notify the Customer within three (3) business days of receipt of such request, and will, if possible, give the Customer notice of the estimated date that the Authority will disclose any documents the Authority deems subject to disclosure.

(d) The Customer agrees to supply to the Authority upon request a copy, if any, of the annual audit of the Customer certified by a firm of certified public accountants.

SECTION 19. Information

The Authority and the Customer will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract. In addition, the Customer further agrees to furnish at its own expense such information and documents, including financial statements, legal opinions and engineering reports, as the Authority may reasonably request in connection with the offering and sale of Bonds by the Authority or as may be required by the federal securities laws, including in particular Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended. Any Legal Opinion delivered in substantially the form required by Section 30 of this Contract by the Authority or the Customer, as the case may be, shall be deemed in compliance with and satisfaction of this Section 19.

SECTION 20. Bonds

Any Bonds that the Authority sells and issues in accordance with the provisions of the Bond Resolution to acquire and construct projects contemplated by the Bond Resolution and any other projects, works or facilities associated with the sale and delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy to the Customer, shall be secured by the pledge made pursuant to the provisions of Section 17(b) of this Contract of the payments required to be made by the Customer under this Contract, as such payments may be increased and extended by reason of the issuance of such Bonds. Any such Bonds issued in accordance with the provisions of this Section 20 and secured by the pledge of such payments may, unless otherwise determined by the Authority, rank equally as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of the Bond Resolution.

SECTION 21. New Customer and Recapture Customer Obligations

(a) If the Customer is either a New Customer or Recapture Customer, as defined by this Contract, the Customer agrees to pay to the Authority an amount related to Repayable Capital Investments, as provided in this Section 21. The Customer's payment obligation will be calculated as follows:

$P = (0.5 \times RCI \times C) + (0.5 \times RCI \times E)$ where:

P = Payment Obligation

RCI = The total amount of Repayable Capital Investments as of September 30, 2017.

C = Customer's percentage of all Contingent Capacity allocated under the 2011 Act.

E = Customer's percentage of Firm Energy allocated under the 2011 Act.

The Authority will divide the Customer's share by the number of years that Western determines to collect Repayable Capital Investments from the Authority, which period shall be no longer than five years commencing October 1, 2017. The Authority will divide the Customer's annual payment obligation by twelve, and will bill monthly in arrears over the collection period starting at the end of the first month of the collection period commencing October 1, 2017.

(b) The Authority will timely issue the New Customer or Recapture Customer a statement for collection of the amount due under Section 21(a) on the same schedule that the Authority renders the statement required under paragraph (g) of Section 11. The Customer shall pay the Authority monthly in the same manner and on the same schedule that the Customer is required to submit payments under paragraph (h) of Section 11. If payment in full is not actually received by the Authority on or before the close of business on the due date of such payment, as provided in paragraph (b) of Section 11, the Authority shall charge the customer late payment charges in the same manner and at the same rate(s) as set forth in paragraph (i) of Section 11. Any dispute as to any portion of any statement issued under this Section 21(b) shall be handled consistent with the dispute resolution process set forth in paragraph (j) of Section 11.

(c) Consistent with Authority Resolution No. 15-18, within a reasonable time after close of the Contract Year on September 30, 2018, and the close of each Contract Year thereafter through September 30, 2022, the Authority will directly distribute any Net Repayable Advance to each Existing Non-Recapture Customer in an amount equal to one-half times the Net Repayable Advance multiplied by the ratio of the amount of the Customer's post-1987 capacity allocation as of September 30, 2017, to the Authority's total post-1987 capacity allocation plus one-half times the Net Repayable Advance multiplied by the ratio of the amount of the Customer's post-1987 energy allocation as of September 30, 2017, to the Authority's total post-1987 energy allocation.

(d) If the Customer is either a New Customer or Recapture Customer, as defined by this Contract, the Customer agrees to pay a pro-rata share of the Transitional Items billed to the Authority by Reclamation pursuant to the Restated Agreement. Each New Customer and Recapture Customer's share of the Transitional Items billed to the Authority shall be calculated by multiplying the total amount that Reclamation bills the Authority for Transitional Items by the ratio of the New Customer or Recapture Customer's Hoover Capacity and Energy compared to all Hoover Capacity and Hoover Energy held by New Customers and Recapture Customers. Any Transitional Items amount that Reclamation returns to the Authority pursuant to Section 16 of the Restated Agreement will be distributed pro rata to Existing Non-Recapture Customers in an amount equal to one-half times the amount of the returned Transitional Items multiplied by the ratio of the amount of the Customer's post-1987 capacity allocation as of September 30, 2017, to the Authority's total post-1987 capacity allocation plus one-half times the amount of the returned Transitional Items multiplied by the ratio of the amount of the Customer's post-1987 energy allocation as of September 30, 2017 to the Authority's total post-1987 energy allocation.

SECTION 22. Default by the Customer

The following shall constitute a default under this Contract:

(a) Failure of the Customer to pay the Authority any of the payments required under this Contract within ten (10) days following receipt of written notice from the Authority to the Customer of such failure.

(b) Failure of the Customer to perform any other obligation under this Contract for a period of sixty (60) days following receipt of written notice from the Authority to the Customer of such failure; provided, however, the Customer shall not be deemed in default under this subsection (b) if the Customer, after receipt of such notice, is proceeding with reasonable diligence to cure such failure.

SECTION 23. Remedies of the Authority

In the event of any default referred to in Section 22 of this Contract, the Authority shall have, in addition to any other rights or remedies it may have under law, the following rights and remedies:

(a) the Authority may bring any suit, action, or proceedings in law or in equity, including any special action for specific performance, as may be necessary and appropriate in the sole discretion of the Authority to enforce against the Customer any covenant, agreement or obligation for which provision is made in this Contract;

(b) the Authority may, at any time upon fifteen (15) days written notice to the Customer, cease and discontinue delivering or making available for delivery Hoover Capacity Hoover Energy, or Hoover C Energy to the Customer so long as such default shall continue; provided, however, that any such cessation and discontinuance shall not relieve the Customer of any obligation under this Contract, including the obligation to pay amounts due on and prior to the date of such cessation and discontinuance and provided further that if the Authority has not terminated this Contract pursuant to subsection (c) below and if the Customer pays all amounts due hereunder, including all late payments, or performs all other obligations to be performed under this Contract then the Authority shall reinstate delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy to the Customer; and

(c) whether or not the Authority shall have ceased and discontinued delivering or making available for delivery Hoover Capacity, Hoover Energy, or Hoover C Energy pursuant to clause (b) above, if an event of default described in Section 22 shall continue for sixty (60) days, the Authority may at any time thereafter while such default shall be continuing, upon written notice to the Customer, terminate this Contract: provided, however, that any such termination shall not relieve the Customer of the obligation to pay any amounts required to be paid under this Contract with respect to any amounts due on and prior to such date of such termination or the date the delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy was discontinued pursuant to subsection (b) above if such date of discontinuance was earlier than the date of termination.

SECTION 24. Default by the Authority

In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Customer's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce any covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

SECTION 25. Abandonment of Remedy

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceeding shall, unless such parties agree otherwise, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Authority and the Customer shall continue as though no such proceeding had been taken.

SECTION 26. Waivers

Any waiver at any time by either the Authority or the Customer of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Contract, shall not constitute a waiver with respect to any subsequent default, right or matter.

SECTION 27. Recapture of Hoover Capacity and Hoover Energy

If for any reason all or a portion of Customer's Allocation has exceeded the Load of the Customer, for a period of three (3) consecutive Contract Years, the Authority may recapture, in accordance with this Section 27, the portion of Customer's Allocation that has so exceeded Load. The Authority shall give the Customer at least sixty (60) days' notice of a hearing relating to a determination to effect recapture pursuant to this Section 27. At such hearing, the Authority shall determine if the Customer's Allocation can be reasonably expected to exceed in whole or in part the Customer's Load in the future. The Authority will also consider the Customer's participation in any temporary resource management programs that may have affected or will affect the Customer's Load. At the hearing, the Customer shall be given the opportunity to show cause why Customer's Allocation should not be reduced. Any portion of Customer's Allocation, or all of Customer's Allocation, as the case may be, the Authority determines to be excess shall be recaptured by the Authority. Any such recapture shall be effective sixty (60) days following written notice to the Customer of the Authority's determination to recapture. Any such recapture of Hoover Capacity and Hoover Energy shall result in a reduction of the Customer's Allocation to the extent of the recapture. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any reduction in the Customer's Allocation of Hoover D-1 Capacity or Hoover D-1 Energy under this Section 27 shall also require approval from Western, as set forth in Section 30 of the Electric Service Contract.

SECTION 28. Effects of Recapture or Reduced Allocation of Hoover Capacity or Hoover Energy

(a) In the event that the Customer's Allocation of Hoover Capacity or Hoover Energy is recaptured or forfeited in whole or in part or is reduced in part or reduced to zero pursuant to the provisions of this Contract, the rights and obligations of the Customer under this Contract, including, but not limited to, its right to receive Hoover Capacity and Hoover Energy and its obligation to pay for Hoover Capacity and Hoover Energy, shall be reduced in proportion to such recapture, forfeiture or reduction, as the case may be; provided, however, that the reduction in the obligation to pay shall not occur unless and until a reallocation of Customer's Allocation has been implemented.

(b) If Customer's Allocation of Hoover Capacity and Hoover Energy is recaptured in whole or reduced to zero, this Contract shall not terminate; provided, however, that in the event of such recapture or reduction to zero, if the Customer is not in default of this Contract and a reallocation of Customer's Allocation has been implemented, the Customer shall have the right, upon written notice to the Authority, to terminate this Contract, and upon such termination the Customer shall no longer have any rights or obligations under this Contract.

SECTION 29. Power Purchase Certificate

The Authority shall not be required to sell any Hoover A Capacity and Hoover A Energy to the Customer unless the Customer holds a power purchase certificate issued by the Authority pursuant to Article 3, Title 30 of the Arizona Revised Statutes. The Customer must maintain the certificate and comply with its requirements, including serving sufficient Load located within the area covered by the certificate to fully use all of Customer's Entitlement of Hoover A Capacity and Hoover A Energy, in order to continue purchasing Hoover A Capacity and Hoover A Energy from the Authority.

SECTION 30. Opinion as to Validity

Upon the execution of this Contract, the Customer shall furnish the Authority with an opinion by an attorney or firm of attorneys to the effect that (bracketed language indicates provisions which will vary among Customers):

(a) The Customer is a [municipal] corporation [or organization] [or political subdivision] duly created and validly existing pursuant to the Constitution and statutes of the State of Arizona [or a federally recognized Indian tribe located within the State of Arizona].

(b) The Customer has full legal right and authority to enter into this Contract and to carry out its obligations hereunder.

(c) The resolution authorizing or causing the execution and delivery of the Contract has been duly and lawfully adopted at a meeting duly called and held at which a quorum was present and acting throughout and such meeting was called pursuant to [necessary public notice/its by-laws].

(d) The governing body of the Customer duly approved this Contract and its execution and delivery on behalf of the Customer or otherwise provided for its approval and execution; this Contract has been duly authorized, executed and delivered by the Customer; and, assuming that the Authority has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Contract, this Contract constitutes the legal, valid and binding obligation of the Customer in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and general principles of equity. No opinion need be rendered as to the availability of any particular remedy.

(e) The execution and delivery of this Contract by the Customer, the performance by the Customer of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Customer or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Customer is a party or by which it or its property is bound.

(f) Other than the issuance of a power purchase certificate by the Authority or approval of transmission arrangements by the Authority, all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Customer in connection with the execution, delivery and performance of this Contract have been obtained or made.

(g) To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Customer or the validity, legality or enforceability of this Contract.

SECTION 31. Relationship to and Compliance with Other Instruments

(a) It is recognized by the parties hereto that, in undertaking, or causing to be undertaken, the financing of any Bonds, the Authority must comply with the requirements of the Bond Resolution and the Electric Service Contract and it is therefore agreed that this Contract is made subject to their terms and provisions.

(b) This Contract is made upon the express condition and with the express covenant that all rights under this Contract shall be subject to and controlled by the Colorado River Compact approved by Section 13(a) of the Boulder Canyon Project Act.

SECTION 32. Notices

(a) Any notice, demand or request provided for in this Contract, or served, given or made in connection with this Contract, other than payments required by Section 11 or Section 21, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by United States mail or other qualified and recognized delivery service,

postage prepaid, or sent by electronic mail if the recipient confirms receipt, to the persons as set forth in Exhibit D. A party may at any time, by written notice, change the designation or the address of the person to whom notices are to be sent. Each party agrees to promptly notify the other party of a change in the information in Exhibit D.

(b) All notices or other writings will be deemed served on the (i) day that they are personally served, (ii) five days after the notice is deposited, postage prepaid, in the United States mail or with another qualified and recognized delivery service, or (iii) if served electronically, on the day that the recipient confirms receipt.

SECTION 33. Severability

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid or illegal by any court having jurisdiction, it is the intention of each of the parties hereto that such illegal or invalid provision or portion thereof shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless it is finally determined by a court of last resort that such provisions or portion thereof are not separable from all other provisions of this Contract, in which event, this Contract shall terminate.

SECTION 34. Energy Planning and Management Program

The Customer shall, or the Customer shall cause its Host Utility to develop or maintain and implement either an individual or joint Integrated Resource Plan, a Small Customer Plan or other acceptable plan in accordance with the provisions of the "Energy Planning and Management Program; Integrated Resource Planning Approval Criteria" published in the FEDERAL REGISTER on March 30, 2000 (65 Fed. Reg. 16789, et seq.), and any subsequent amendments thereto, as codified at 10 C.F.R. §§ 905.1-905.40. Any failure by the Customer to maintain such standards shall not be deemed a breach of this Contract; provided, however, that if Western determines that any plan or report prepared by the Customer that the Authority relies on to satisfy its obligations under the Criteria is deemed inadequate, the Customer agrees to take any corrective action necessary and pay any penalties imposed by Western for failing to take adequate corrective action.

SECTION 35. Customer Consultation Committee and Participation

(a) The Authority shall establish a Customer Consultation Committee, which shall be made up of Authority staff and representatives of any Customer wishing to participate. The purpose of the Customer Consultation Committee is to provide a mechanism to inform the Customer Consultation Committee members of issues under discussion among two or more of the Authority, Western, Reclamation and other entities contracting directly with Western, relating to the Electric Service Contract, the Restated Agreement or otherwise related to the Boulder Canyon Project.

(b) The Authority shall promptly make all materials relevant to such matters in the Authority's possession available to the Customer Consultation Committee.

(c) The Customer Consultation Committee shall meet to inform the Customer Consultation Committee members of the issues under discussion, solicit input from the Customer Consultation Committee members regarding the Authority's position on such issues, and to inform the Customer Consultation Committee members of the Authority's position on such issues.

(d) The Customer representatives on the Customer Consultation Committee, with input from the Authority, may select up to five (5) persons to attend, with the Authority, any meeting among the Authority and Western, Reclamation or other entities contracting directly with Western relating to the above-described issues. The Authority shall provide an opportunity for at least one of the five persons to represent Customers receiving Hoover D-1 Capacity and Hoover D-1 Energy. The Authority shall allow such attendance provided that nothing herein prevents the Authority from inviting and allowing more than five (5) Customer Representatives to any meeting among the Authority and Western, Reclamation, or other entities contracting directly with Western relating to the above-described issues. In the event the Customer members are unable to agree on the Customer attendees, the Authority shall select the Customer attendees.

SECTION 36. Table of Contents and Section Headings

The Table of Contents and section headings appear only as a matter of convenience and shall not be considered a part of this Contract.

SECTION 37. Amendment

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party to this Contract; provided, however, that a party may waive any right or claim through a waiver signed solely by the waiving party.

SECTION 38. Applicable Law

(a) This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arizona subject to any limitation on the Customer's limited waiver of sovereign immunity as set forth in Section 44.

(b) Any reference in this Contract to any federal or state act, statute, or regulation shall be deemed to be a reference to such act, statute, or regulation and all amendments and supplements thereto in existence on the date of execution of this Contract, unless specifically noted otherwise; provided, that nothing in this Contract limits the authority of the United States Congress or the Arizona State Legislature. In the event that a change in any act, statute, or regulation materially impairs any right, benefit or interest of the Customer, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation of the Customer hereunder, the parties shall promptly meet and discuss in good faith regarding possible changes to this Contract to mitigate the impact of such a change in any act, statute, or regulation. The rights and remedies under this Section 38(b) are cumulative and in addition to, not exclusive or in substitution for, any other rights or remedies available under law or equity.

SECTION 39. Recitals, Exhibits and Attachment

The recitals, exhibits, and attachment to this Contract are incorporated herein by this reference and made a part hereof for all purposes.

SECTION 40. Entire Contract

This Contract, together with the attached Exhibits A, B, C, and D and Attachment 1 constitute the entire understanding between the Parties with respect to the subject matter contained herein and supersede any prior understandings, negotiations, or agreements, whether written or oral, respecting the subject matter; provided however, that by mutual agreement, the Parties may revise Exhibits A, B, or D without the necessity of revising the entire Contract. The Parties agree that the Authority may, in its sole discretion, periodically revise the format of Exhibit C in consultation with the Customer without the necessity of revising the entire Agreement. The initial Attachment 1 is incorporated into this Contract until superseded by a subsequent attachment. In the event of changed conditions or circumstances, the Authority may change or modify Attachment 1. The Authority shall provide to the Customer written notice of, and opportunity to comment on any change or modification of Attachment 1 at least thirty (30) days prior to the effective date of such revised attachment. The Authority will, in good faith, consider any comments submitted. In the event of any conflict between either the Exhibits or Attachment 1 and this Contract, the Contract will control.

SECTION 41. Execution in Counterpart

This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument.

SECTION 42. Conflict of Interest

This Contract is subject to cancellation pursuant to A.R.S. section 38-511.

SECTION 43. Arbitration in Superior Court

As required by A.R.S. Section 12-1518, and subject to the limitation on Customer's remedies set forth in Section 24, the Authority and the Customer agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. Section 12-133.

SECTION 44. Dispute Resolution With Tribal Entities

If Customer is a Tribal Entity, as defined in this Contract, Customer agrees to a limited waiver of sovereign immunity solely as to arbitration of and litigation in federal district court for enforcement of the Contract by the Authority related to Customer's obligations under this Contract. Aside from this limited waiver, nothing in this Contract, or in any current or future attachments, exhibits, or amendments, is intended to be or shall be construed as a waiver of such Customer's sovereign immunity. The Parties understand and agree that neither this Contract nor any underlying law or procedure abrogates or waives Customer's sovereign immunity from suit in any state or federal court or confers jurisdiction on any such court.

SECTION 45. Equal Employment Practices

(a) The Customer, unless otherwise exempt by federal or state law, will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Customer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Customer agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Customer will in all solicitations or advertisements for employees placed by or on behalf of the Customer state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

(c) The Customer will send to each labor union or representative of workers with which it has an understanding a notice to be provided by the Authority advising the labor union or workers' representative of the Customer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Customer will furnish all information and reports required by the Authority and will permit access to its books, records, and accounts by the Authority and the Arizona Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) In the event of the Customer's noncompliance with this section or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the Customer may be declared ineligible for future government contracts until said Customer has been found to be in compliance with this section and the rules and regulations of the Arizona Civil Rights Division contained in or adopted pursuant to Chapter 9 of Title 41 of the Arizona Revised Statutes or any amendments thereto, and such sanctions may be imposed and remedies invoked as provided in Part II of Executive Order 2009-9 and the rules and regulations of the Arizona Civil Rights Division contained in or adopted pursuant to Chapter 9 of Title 41 of the Arizona Revised Statutes or any amendments thereto.

SECTION 46. Restated Agreement

To the extent applicable, the Customer authorizes the Authority to execute the Restated Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed, as of the day, month and year first above written.

ARIZONA POWER AUTHORITY

Joe A. Albo
Chairman

Attest:

Heather J. Cole
Executive Secretary

CITY OF FLAGSTAFF

Josh Copley, City Manager

Attest:

Secretary

Approved as to Form (if required by Customer):

EXHIBIT A

DELIVERY CONDITIONS

1. This Exhibit A, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit A; as approved by the Authority and the Customer; provided that this Exhibit A or any superseding Exhibit A shall be terminated upon expiration of this Contract

2. **POINT OF DELIVERY:** The Authority shall make Hoover Capacity and Energy available to the Customer at the Mead 230kV Bus.

EXHIBIT B

ARIZONA POWER AUTHORITY
HOOVER CAPACITY AND
HOOVER ENERGY ALLOCATION

1. **Capacity Allocation:** Hoover Capacity portion of Customer's Allocation in Kilowatts (kW) at the Point of Delivery:

Hoover A Capacity (kW)	Hoover B Capacity (kW)	Hoover D Capacity (kW)	Total Capacity (kW)
		172	172

2. **Energy Allocation:** Hoover Energy in kilowatt hours (kWh) to be delivered or made available for delivery at the Point of Delivery:

Hoover A Energy (kWh)	Hoover B Energy (kWh)	Hoover D Energy (KWh)	Total Energy (kWh)
		375,277	375,277

Exhibit C

ARIZONA POWER AUTHORITY
CAPACITY AND ENERGY SCHEDULE

The format of this Exhibit C is set forth as follows. The Authority will annually complete this Exhibit C with Customer's Entitlement, and will periodically revise Customer's Entitlement throughout the Contract Year.

1. **Capacity Entitlement:** Hoover Capacity portion of Customer's Entitlement in Kilowatts (kW) at the Point of Delivery shall be:

Capacity Entitlement			
Hoover A Capacity (kW)	Hoover B Capacity (kW)	Hoover D Capacity (kW)	Total at Point of Delivery (kW)

2. **Energy Entitlement:** Hoover Energy in kilowatt hours (kWh) to be delivered at the Point of Delivery for each month of the Contract Year shall be:

Energy Entitlement					
Winter Season	Hoover A Energy (kWh)	Hoover B Energy (kWh)	Hoover C Energy (kWh)	Hoover D Energy (kWh)	Total at Point of Delivery (kWh)
October					
November					
December					
January					
February					
Total Seasonal Entitlement:					

Energy Entitlement

Summer Season	Hoover A Energy (kWh)	Hoover B Energy (kWh)	Hoover C Energy (kWh)	Hoover D Energy (kWh)	Total at Point of Delivery (kWh)
March					
April					
May					
June					
July					
August					
September					
Total Seasonal Entitlement:					
TOTAL ANNUAL ENERGY ENTITLEMENT (kWh):					

Exhibit D

Notices

This Exhibit D, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit D as approved by the Parties in accordance with Section 40 of this Contract, provided, however, that this Exhibit D or any superseding Exhibit D shall be terminated upon the expiration or earlier termination of the Contract.

For the purposes of this Contract, all notices and official communications from the Customer to the Authority will be addressed and sent to the Authority as follows:

ARIZONA POWER AUTHORITY
c/o Executive Director
1810 West Adams Street
Phoenix, Arizona 85007
E-mail: Contractnotices@powerauthority.org

For the purposes of this Contract, all notices and official communications from the Authority to the Customer will be addressed and sent to the Customer as follows:

Mr. Josh Copley
City Manager
City of Flagstaff
211 West Aspen Ave.
Flagstaff, AZ 86001

	Schedule A Allocations		Schedule B Allocations		Schedule D2 Allocations		Amounts At Generation Schedule D1 Allocations	
	kW	KWh	kW	KWh	kW	KWh	kW	KWh
Aguila Irrigation District	2,449	7,874,115	3,878	4,113,711	-	-	-	-
Aha Macav Power Service	-	-	-	-	332	724,371	-	-
Ak-Chin Tribe	-	-	102	108,200	-	-	-	-
Avra Valley Irrigation and Drainage District	630	2,025,599	-	-	-	-	-	-
Avra Water Co-op, Inc.			-	-	100	218,184	-	-
Buckeye Water Conservation & Drainage District	2,979	9,578,190	-	-	-	-	-	-
Central Arizona Water Conservation District			161,600	171,422,311	-	-	-	-
Chandler Heights Citrus Irrigation District	930	2,990,170	-	-	-	-	-	-
City of Avondale	-	-	-	-	547	1,193,468	-	-
City of Buckeye	-	-	-	-	670	1,461,834	-	-
City of Chandler Municipal Ulitilities Department	-	-	-	-	-	-	676	1,475,854
City of Flagstaff	-	-	-	-	172	375,277	201	438,826
City of Glendale	-	-	-	-	-	-	426	930,050
City of Globe	-	-	-	-	113	246,548	115	251,070
City of Maricopa	-	-	-	-	164	357,822	-	-
City of Mesa	-	-	1,497	1,587,990	-	-	-	-
City of Peoria	-	-	-	-	-	-	691	1,508,602
City of Phoenix	-	-	-	-	-	-	3,000	6,549,646
City of Safford	-	-	2,101	2,228,702	-	-	-	-
City of Scottsdale	-	-	-	-	-	-	2,366	5,165,487
City of Sedona	-	-	-	-	111	242,184	-	-
City of Sierra Vista	-	-	-	-	204	445,096	-	-
City of Tempe Public Works Department	-	-	-	-	-	-	241	526,155
City of Tucson Water Department	-	-	-	-	-	-	1,248	2,724,653

	Schedule A Allocations		Schedule B Allocations		Schedule D2 Allocations		Schedule D1 Allocations	
	kW	KWh	kW	KWh	kW	KWh	kW	KWh
City of Williams	-	-	-	-	825	1,800,020	-	-
City of Yuma	-	-	-	-	996	2,173,114	-	-
Cortaro-Marana Irrigation District	6,439	20,702,909	-	-	-	-	-	-
Duncan Valley Electric Cooperative, Inc.	-	-	-	-	700	1,527,289	-	-
Electrical District No. 2, of Pinal County	19,445	62,520,276	-	-	-	-	-	-
Electrical District No. 3, Pinal County	15,896	51,109,401	-	-	-	-	-	-
Electrical District No. 4, Pinal County	19,445	62,520,276	-	-	-	-	-	-
Electrical District No. 5, Pinal County	14,767	47,479,399	-	-	-	-	-	-
Electrical District No. 6, Pinal County	8,358	26,872,947	-	-	-	-	-	-
Electrical District No. 7, Maricopa County	10,498	33,753,554	-	-	-	-	-	-
Electrical District No. 8, Maricopa County	13,387	43,042,373	10,917	11,580,553	-	-	-	-
Franklin Irrigation District	303	974,217	-	-	-	-	-	-
Gila Valley Irrigation District	910	2,925,865	-	-	-	-	-	-
Graham County Electric Cooperative, Inc.			-	-	1,000	2,181,842	312	681,163
Grover's Hill Irrigation District	100	321,524	-	-	-	-	-	-
Harquahala Valley Power District	2,490	8,005,939	-	-	-	-	-	-
Hohokam Irrigation and Drainage District	100	321,524	-	-	-	-	-	-
Hualapai Tribe			-	-	100	218,184	-	-
Hyder Valley Irrigation and Water Delivery District	100	321,524	-	-	-	-	-	-
Maricopa County Municipal Water Conservation District	8,838	28,416,261	-	-	-	-	-	-
Markham Irrigation and Water Conservation District	100	321,524	-	-	-	-	-	-
McMullen Valley Water Conservation and Drainage District	3,800	12,217,899	5,342	5,666,695	-	-	-	-
Metropolitan Domestic Water Improvement District	-	-	-	-	-	-	179	390,796
Mohave Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	1,145	2,499,781

ATTACHMENT 1

	Schedule A Allocations		Schedule B Allocations		Schedule D2 Allocations		Schedule D1 Allocations	
	kW	KWh	kW	KWh	kW	KWh	kW	KWh
Mohave Valley Irrigation and Drainage District	390	1,253,942	-	-	-	-	-	-
Navopache Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	888	1,938,695
Northern Arizona Irrigation District Power Pool	-	-	-	-	-	-	246	537,071
Ocotillo Water Conservation District	2,115	6,800,225	-	-	-	-	-	-
Page Own System & Operating (Muni)	-	-	1,050	1,113,821	-	-	-	-
Queen Creek Irrigation District	1,770	5,690,969	-	-	-	-	-	-
Roosevelt Irrigation District	3,219	10,349,847	-	-	-	-	-	-
Roosevelt Water Conservation District	6,759	21,731,784	-	-	-	-	-	-
Salt River Project	38,782	124,693,307	-	-	-	-	-	-
San Tan Irrigation District	520	1,671,923	-	-	-	-	-	-
Silverbell Irrigation & Drainage District	710	2,282,818	-	-	-	-	-	-
Silvercreek Irrigation District	100	321,524	-	-	-	-	-	-
St. David Irrigation District	81	260,434	-	-	-	-	-	-
Sulfur Springs Valley Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	2,731	5,962,361
Tonopah Irrigation District	1,549	4,980,402	-	-			-	-
Town Of Fredonia	-	-	-	-	100	218,184	-	-
Town of Gilbert	-	-	-	-	1,000	2,181,842	-	-
Town of Oro Valley	-	-	-	-	203	442,914	-	-
Town of Payson	-	-	-	-	173	377,459	119	259,803
Town of Thatcher	-	-	1,060	1,124,429	-	-	-	-
Town of Wickenburg	-	-	2,313	2,453,588	-	-	-	-
Trico Electric Cooperative, Inc.	-	-	-	-	1,000	2,181,842	3,000	6,549,646
Wellton-Mohawk Irrigation and Drainage District	2,910	9,356,339	-	-	-	-	-	-
TOTAL	190,869	613,689,000	189,860	201,400,000	11,510	25,113,000	17,584	38,389,659

City of Flagstaff

Office of the City Attorney – Sterling T. Solomon, City Attorney

Mailing Address:
Flagstaff City Attorney's Office
211 W. Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2025
(928) 774-5281 Main & TDD
Arizona Relay Service 7-1-1

Civil Section
Flagstaff City Hall
211 W. Aspen Avenue, 2nd Floor

KEVIN R. FINCEL
CHRISTINA C. RUBALCAVA
MARIANNE E. SULLIVAN
ANJA K. WENDEL
CHRISTINA PARRY

Prosecution Section
107 W. Aspen Avenue
Fax (928) 774-4087

BRENT D. HARRIS, CITY PROSECUTOR
ROBERT W. BROWN
RONALD KANWISCHER

August 3, 2016

Robert W. Johnson
Interim Executive Director
Arizona Power Authority
1810 West Adams Street
Phoenix, Arizona 85007-2697

RE: Arizona Power Authority – Power Sales Contract – Opinion as to Validity

Dear Mr. Johnson:

As required by the Arizona Power Authority – Power Sales Contract; Section 30. Opinion as to Validity, the City of Flagstaff ("Customer") provides the following:

(a) The Customer is a political subdivision duly created and validly existing pursuant to the Constitution and statutes of the State of Arizona.

(b) The Customer has full legal right and authority to enter into this Contract and to carry out its obligations hereunder.

(c) The resolution authorizing or causing the execution and delivery of the Contract has been duly and lawfully adopted at a meeting duly called and held at which a quorum was present and acting throughout and such meeting was called pursuant to A.R.S. § 38-431.02 and City of Flagstaff City Charter, Article VII.

(d) The governing body of the Customer duly approved this Contract and its execution and delivery on behalf of the Customer or otherwise provided for its approval and execution; this Contract has been duly authorized, executed and delivered by the Customer; and, assuming that the Authority has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Contract, this Contract constitutes the legal, valid and binding obligation of the Customer in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and general principles of equity. No opinion need be rendered as to the availability of any particular remedy.

(e) The execution and delivery of this Contract by the Customer, the performance by the Customer of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Customer or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Customer is a party or by which it or its property is bound.

(f) Other than the issuance of a power purchase certificate by the Authority or approval of transmission arrangements by the Authority, all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Customer in connection with the execution, delivery and performance of this Contract have been obtained or made.

(g) To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Customer or the validity, legality or enforceability of this Contract.

Very ~~Truly~~ Yours,

Sterling T. Solomon
Flagstaff City Attorney

RESOLUTION NO. 2016-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE ARIZONA POWER AUTHORITY POWER SALES CONTRACT; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City desires to enter in a Power Sales Contract for Hoover capacity and Hoover energy with the Arizona Power Authority for the term October 1, 2017, to September 30, 2067. This Power Sales Contract will be signed and delivered to the Arizona Power Authority on or before September 14, 2016; and

WHEREAS, the City desires to accept up to 10% or more additional Hoover capacity and Hoover energy over and above the allocations already received by the City, should any additional energy and/or capacity become available.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That attached Exhibit A, Arizona Power Authority Power Sales Contract, is hereby approved.

SECTION 2. That City Manager is hereby authorized to take the measures and actions as outlined in the Arizona Power Authority Power Sales Contract attached hereto which are necessary and appropriate to carry out the terms, provisions and intents of this Resolution.

SECTION 3. This resolution shall become effective immediately following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of August, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Power Pool Group II

Identifying Name: Municipal Power Exchange (MPX)

Agreement Effective Date: _____

Administrative Agent: Current Insight Inc.

Group II Participants:

1) Town of Payson
2) City of Sedona
3) City of Globe
4) City of Flagstaff
5) City of Phoenix
6) City of Sierra Vista

Group II Description:

Group II has been established by the Group II Participants to provide Group II Participants the opportunity to coordinate the use of each Participant's Hoover Power Allocation pursuant to the Hoover Power Pooling Program adopted by the Arizona Power Authority ("Authority"), July 18, 2017, and any subsequent amendments thereto by the Authority. The goal is for each Group II Participant and Group II as a whole, to optimize the benefits and reduce overall operating costs through the use of efficient scheduling and the tools provided in the Hoover Power contracts.

The purpose of the pool is to schedule Participants' Hoover Power to the benefit of all pool Participants, operating within the confines of the Authority power sales contracts, regulations, and each Participant's bill credit contract with the host utility.

The Group II Administrative Agent will submit power schedules to the Authority for each of the Group II Participants on a monthly basis using contractual mechanisms such as layoff, and supplemental and firming purchases.

Group II Operations:

The Administrative Agent will consult with the Group II Participants each month to determine the most efficient and cost-effective strategy for each Participant, after receiving from the Authority the monthly entitlements for each entity. The Administrative Agent will then submit a report to the Authority listing the Hoover capacity and/or energy for each entity to be scheduled. At that time, the Administrative Agent will also consult with the Authority if any supplemental or firming purchases are desired for any entity and to determine the costs for such supplemental or firming power. Subsequent to those discussions the Administrative Agent will arrange for those purchases through the Authority. Each Group II Participant will be billed accordingly for Hoover capacity and energy scheduled as well as for any supplemental or firming purchases. The Administrative Agent will provide to the Authority energy accounting and check out services for each Participant. The Administrative Agent will also be responsible for ensuring that each Participant is scheduling resources appropriately considering the contract requirements laid out in each entities' power sales contracts with Authority as well as the bill crediting agreements with host utilities.

This Agreement does not modify or amend any other agreement, program, or legal obligation of the Parties or any other entity, including, without limitation, any Arizona Power Authority Power Sales Contract or the Hoover Power Pooling Program adopted by the Authority. In the event of a conflict between this Agreement and any other agreement, program, or legal obligation, the other agreement, program or legal obligation shall control.

This Agreement implements certain aspects of the Hoover Power Pooling Program of the Authority. Each of the undersigned agrees to be bound by the terms and conditions of the Hoover Power Pooling Program adopted by the Authority on July 18, 2017 and any subsequent amendments thereto by the Authority.

This Agreement may be terminated by any Party to this Agreement with 30 days written notice to the other Parties, provided, however, that any termination shall not affect the obligation of a Participant to pay for any amounts due at the time of termination under the Hoover Power Pooling Program or this Agreement.

ARIZONA POWER AUTHORITY

By:_____

Its:_____

Dated:_____

CITY OF FLAGSTAFF

By:_____

Its:_____

Dated:_____

CURRENT INSIGHT INC.

By:_____

Its:_____

Dated:_____

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Deputy City Manager

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Contract for various professional level consulting with Interim Public Management, LLC utilizing a cooperative purchasing contract through the City of Maricopa.

STAFF RECOMMENDED ACTION:

Approve the cooperative purchasing contract with Interim Public Management, LLC for various professional level consulting for an annual amount not to exceed $300,000 in any fiscal year plus applicable taxes.

Executive Summary:

A professional services agreement between the City of Flagstaff and Interim Public Management, LLC was executed in February of 2016 by City Manager Josh Copley for professional management-level services. This original agreement has been utilized to fill vacant positions such as the Interim Public Works Director and the Interim Office of Labor Standards. In July 2019, the City choose to use this agreement to fill the Interim Human Resources Director position during the recruitment process; however, to fill this position for the duration necessary the total cost will exceed the $50,000 threshold the City Manager is authorized to approve. Thus, City staff is requesting the City Council consider an overall cooperative purchase contract for professional level consulting similar to what has been done previously for personnel related services such as the phased retirement program and/or temporary personnel services. Approving the overall cooperative purchase contract for professional level consulting will allow City staff to utilize interim managers and/or directors during times of vacancy so a competitive recruitment process may be completed.

Financial Impact:

When utilizing professional level consulting to fill a vacancy, salary savings from the vacant position is used to pay for the service contract. In situations when the service contract cost is higher than the salary savings, the division looks within the division's base budget to fund the additional amount. If this cannot be accomplished, the division brings the information to the budget team for consideration within the adopted budget.

Policy Impact:

Approving this cooperative purchase contract would not impact any City policies.

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

Utilizing this cooperative purchase contract to hire interim managers and directors allows the City to continue providing service to the community and the organization while recruiting for qualified staff. The recruitment process is when the City can attract quality staff which supports the Council Goal of Personnel.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1) Approve this cooperative purchase contract with Interim Public Management, LLC through the City of Maricopa;
2) Direct staff to conduct a formal competitive solicitation for the award of a City contract in lieu of utilizing the cooperative purchase contract; or
3) Not approve the cooperative purchase contract and request staff terminate the current agreement with Interim Public Management, LLC and pay the 50% termination fee outlined in the current professional services agreement from 2016.

Community Involvement:

Inform.

Attachments:

Cooperative Purchase Contract
Exhibit A Form Schedule
Exhibit B Agency Contract
Exhibit B Agency Contract Amendment
Schedule C

COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-18

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 Interim Public Management, LLC, an Arizona Limited Liability Corporation ("Contractor").

RECITALS:

A. Contractor has Contract No. 17-06 with the City of Maricopa to provide executive level consultant services and/or the selection and placement of experienced and qualified individuals to fill an open position on an interim basis ("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 Schedules agreed to by the parties and attached to the Agency Contract from time to time. General description of materials and or services being lease/purchased:

Various Professional Level Consulting

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in *Schedules* attached hereto (Exhibit A) and agreed to by the Parties from time to time and incorporated by reference.

3. Payment. Payment to the Contractor for the services provided under this Cooperative Purchase Contract shall be made in accordance with the Cost Summary/Fee Schedule and terms set forth in the Maricopa Agency Contract (Exhibit B). In no event shall the total compensation under this Contract exceed $300,000 in any fiscal year.

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 Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as *Exhibit B*. The Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Prior Agreements. Contractor and City hereby agree that the Professional Services Agreement previously entered into between the parties on February 5, 2016 is hereby terminated. Pursuant to Paragraph 3 of that agreement, Schedule C to that agreement, attached here to as *Schedule C*, will remain in full force and effect and hereafter will be

subject to the terms and conditions of the Agency Contract.

6. 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.

7. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

8. 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.

Interim Public Management, LLC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

EXAMPLE IPM SCHEDULE

ATTACHED

EXHIBIT B

AGENCY CONTRACT

Contractor Agreement City of Maricopa Contract Number: 17-06 (ATTACHED)

Second Amendment to Contractor Agreement (ATTACHED)

SCHEDULE C TO FEBRUARY 6, 2016
PROFESSIONAL SERVICES AGREEMENT

City of Flagstaff Interim Human Resources Director (ATTACHED)

EXHIBIT A

SCHEDULE __

TO
COOPERATIVE PURCHASE CONTRACT No. 2020-18

Effective Date of Schedule: [Insert date]-

Client: [Insert Client name], Arizona

Services: [Insert description]

Expected Commencement Date for Engagement: [Insert date]

Expected Services Performance: [Insert number] days per week, typically [Insert weekdays]

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees:	The Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to the Client: $[Insert amount] per week, per Consultant or other IPM resource

The Services Fees set forth above shall increase by five percent on [Insert date] and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Expenses. Client shall reimburse IPM for the following expenses:

- Actual cost for business-related meals, mileage at IRS standard rates, lodging, supplies, copies, postage, and other customarily reimbursed expenses reasonably related to the performance of the Services; and
- An administrative charge of 15% on all reimbursed expenses.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until [Insert date] and shall continue month to month after said date. After, [Insert date] this Schedule may be terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. Should the Client terminate the agreement before [Insert date], Client shall pay to IPM as a

termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and [Insert date].
This Schedule shall commence upon its stated Commencement Date and shall continue until terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: [Insert Client name]

_____

By: [Insert name and title of signer] Date

ATTEST:

_____

Agreed to and accepted by Interim Public Management, LLC:

By: _____

Tim Pickering, CEO Date

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of February, 2017, by and between the CITY OF MARICOPA, an Arizona municipal corporation ("City"), and Interim Public Management, LLC, an Arizona limited liability company ("Contractor"), to provide various professional executive level consultants on an as needed basis.

WHEREAS, City desires to retain Contractor to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, the City has complied with the procedures set forth in Section 3-215 of the City of Maricopa City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. CONTRACTOR'S DUTIES: Contractor agrees to provide various executive level consultants on an as needed basis, as more specifically set forth in Exhibit A and Exhibit B, which are attached hereto an incorporated herein by reference ("Services").

For each engagement hereunder, a description of the services to be provided, the expected start date, fees and expenses, and other details regarding the services shall be set forth in a schedule to this Agreement signed by the City Manager and IPM. Each of the individuals to be provided by Contractor to perform services shall be referred to herein as a "Consultant" and collectively as "Consultants." If the City is not satisfied with any Consultant, the City may request that Contractor replace such Consultant. Alternatively, Contractor may replace a Consultant if such Consultant becomes unavailable to Contractor for any reason. In such event, Contractor shall endeavor to provide a reasonably sufficient Consultant within 72 hours.

2. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Contractor for its services as follows:

See attached Exhibit B, which is incorporated into this Agreement

In no event, shall the total compensation under this contract exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00). Exhausting the total amount payable for activities described in Section 1 above shall not relieve Contractor of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise provided in this Agreement, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

3. TERM: This Agreement shall be effective upon approval by the City Council and the Contractor. This Agreement shall remain in effect until terminated pursuant to the provisions provided hereunder, otherwise this Agreement shall terminate one (1) year from the effective date of this Agreement. City, in its sole and absolute discretion, may extend this Agreement for four (4) additional one (1) year terms. If the duration of this Agreement is found to be unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate.

4. CONTRACTOR BILLING: Contractor shall bill City bi-monthly on a time and expenses basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) days of the date of receipt of the Contractor's invoice.

5. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Contractor with all data, information and other supporting services necessary for Contractor to provide the services provided for herein.

6. CONTRACTOR'S STANDARD OF PERFORMANCE: While performing the services, Contractor and any Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's or Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor or any Consultant commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY: Contractor, and any Consultants or individuals hired by Contractor to perform the services under this Agreement, shall keep any information concerning City matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of City. Contractor, and any Consultants or individuals hired by Contractor, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement.

8. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Maricopa
Attn: City Manager
39700 W. Civic Center Plaza
Maricopa, AZ 85138

If to Contractor:

Interim Public Management, LLC
Attn: Tim Pickering
16868 North Stoneridge Court

Fountain Hills, AZ 85268

9. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Contractor shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Contractor shall deliver to City all work in any state of completion at the date of effective termination.

10. SUBCONTRACTORS: Contractor agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relations between any Consultant, subcontractor and City.

11. RECORDS: Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. INSURANCE.

12.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter-stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in

full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by City in City's sole discretion) set forth herein protecting City and Contractor. Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 2048 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $1,000,000 Products and Completed Operations Annual Aggregate and a $1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy fouls CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for

claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability (Errors and Omissions Liability). Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Work performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

13. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Contractor.

14. UNCONTROLLABLE FORCES: City and Contractor shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

15. INDEMNIFICATION:

15.1 By Contractor: Except as otherwise provided herein, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the performance of work under this Agreement by Contractor, or any of Contractor's employees, agents or subContractors, and from all claims by Contractor's employees, subContractors and agents for compensation for services rendered to Contractor in the performance of this Agreement,

notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all grossly negligent acts or omissions, willful misconduct or grossly negligent conduct, whether active or passive, on the part of Contractor or Contractor's employees, subContractors or agents. This section shall survive the expiration or early termination of the Agreement.

15.2 By City: Except as otherwise provided herein, to the fullest extent permitted by law, City shall defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the City's obligations under this Agreement. The City shall also defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the acts of Contractor or its employees, agents, or subconsultants while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Contractor. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS: The failure of City or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.

18. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights

provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Contractor under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

21. LICENSES AND PERMITS: Contractor represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. Contractor understands that the activity described herein may constitute "doing business in the "City of Maricopa" and Contractor agrees to obtain any necessary business tax license pursuant to Article 8-1 of the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by subContractors within the corporate city limits, will invoke the same business tax regulations on any subContractors, and Contractor ensures its subContractors will obtain any required business tax license. Failure of Contractor to obtain said permits prior to the commencement of its work shall constitute a breach of this agreement.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Contractor. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

26. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which

mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Contractor acknowledges, by signature to this agreement, that: Contractor is not currently suspended or debarred from contracting with the federal government or any of it's agencies or the State of Arizona or any of its political subdivisions; Contractor's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement 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 Agreement to ensure that the Contractor or Subcontractor is complying with the 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 of subcontractors to ensure compliance with Immigration Warranty. Contractor agrees to assist the City in regard to any random verification(s) performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish 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, Subsection A.

The provisions of this paragraph must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. NO KICK-BACK CERTIFICATION: Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Contractor's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Contractor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

30. BOYCOTT OF ISRAEL: In signing this Agreement, Contractor certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

Interim Public Management, LLC, an Arizona limited liability company

Tim Pickering, President

CITY OF MARICOPA
an Arizona municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
Request for Statement of Qualifications

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REQUEST FOR STATEMENT OF QUALIFICATIONS TO PROVIDE VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL CONSULTING SERVICE(S) RSOQ # 17-CM09272016

INTRODUCTION

The City of Maricopa, through the issuance of this Request for Statement of Qualifications ("RSOQ"), is seeking to secure a Professional Services Consulting Contractor(s) to provide Various Professional Executive Level Consulting Services. The City of Maricopa has identified (but not limited to) multiple service areas where a need may arise for the use of an outside consultant organization(s). Organizations/Companies are eligible to be retained in as many of the service areas for which they express interest and are qualified to perform. Organizations/Companies may also include in their proposals related services or work that are not specifically listed in the RSOQ.

November 9, 2016

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PURCHASING DEPARTMENT
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MARICOPA, AZ 85138
(520) 316-6846

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INSTRUCTIONS TO OFFEROR

Proposals shall be submitted in a sealed package with **"RSOQ #17-CM09272016 Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, Arizona"** and the Offeror's name and address clearly indicated on the front of the package. All proposals shall be completed in ink, word processed, or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Statement of Qualifications (RSOQ).

Proposal Due Date:	Wednesday December 7, 2016
Proposal Time:	5:00:00 PM MST (Arizona Time)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, CPPB, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, organization, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City. Any exception to the terms contained in the Notice of Request for Statement of Qualifications must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Statement of Qualifications package issued by the City.

OFFEROR CONTACT INFORMATION - For clarification of this offer contact:

Name: _____ Email: _____

Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
_____ Company Name	_____ Printed Name
_____ Address	_____ Title
_____ City _____ State_____ Zip Code_____	Telephone: _____ Fax: _____

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1. **Preparation of Proposal:**

   a. Telegraphic (facsimile), Mailgram or Electronic proposals will not be considered.

   b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.

   c. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.

   d. Periods of time, stated as a number of days, shall be calendar days.

   e. It is the responsibility of all Offerors to examine the entire *Request for Statement of Qualifications* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **Inquiries:** Any questions related to the *Request for Statement of Qualifications* shall be directed in writing or via e-mail **no later than five (5) business days prior to the proposal opening date,** to the person whose name appears on the front. Questions submitted after that period may not be answered, due to time constraints. Any correspondence related to a *Request for Statement of Qualifications* should refer to the appropriate *Request for Statement of Qualifications Project* ID RSOQ #17-CM09272016, page, and paragraph number. These questions and answers will be communicated to all via a formal addendum to the solicitation, posted on the City website as Q&A Clarifications. However, the Offeror shall not place the *Request for Statement of Qualifications Project* ID RSOQ#17-CM09272016 on the outside of any envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Statement of Qualifications* due date and time. All offeror's are obligated to become familiar with such questions and answers and to submit or revise their responses accordingly. The City assumes no responsibility for a company/organization's failure to read questions and answers and to revise their responses accordingly. Questions should be directed in writing to Purchasing Manager, Kathleen M. Shipman, CPPB: Fax (520) 568-9098, or via email at kathleen.shipman@maricopa-az.gov

3. **Interviews Conducted** - The City has the sole authority and discretion to interview all or none of the company's/organizations and or candidates (if applicable) prior to award and will be announced on the City of Maricopa website. http://www.maricopa-az.gov/web/

4. **Due Date and Time** - Separate, sealed RSOQ for the services to be provided must be submitted to the City of Maricopa, 39700 W. Civic Center Plaza, Maricopa, AZ. 85138 prior to 5:00 P.M. (Arizona Time) on Wednesday, December 7, 2016 and then at said office to be publicly opened.

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5. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile), Mailgram or Electronic proposals will not be considered.

6. **Amendment of Proposal:** Receipt of an RSOQ Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or with the original submittal document.

7. **Payment:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **Taxes:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

9. **Award of Contract:** Notwithstanding any other provision of this *Request for Statement of Qualifications*, the City expressly reserves the right to:
   a. Waive any immaterial defect or informality: or
   b. Reject any or all proposals, or portions thereof,
   c. Reissue a Request for Statement of Qualifications,
   d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
   e. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet and,
   f. The City reserves the right to select none, one (1), or more than one (1) Offeror to provide the required Various Professional Consulting Services.

10. **SELECTION SCHEDULE TIMETABLE**:
The schedule below is subject to change as indicated below. Please refer to City of Maricopa's website for any updates: http://www.maricopa-az.gov/web/

11/9/16	Issuance of RSOQ
11/23/16	Deadline to submit questions/inquiries
12/7/16	Responses to RSOQ due
TBD	Interviews conducted **(if applicable)**
12/14/16	Selection Committee selects Contractor(s)
12/20/16	City Council meeting to act on approval of contract
12/21/16	Purchase Order Issuance

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STANDARD TERMS AND CONDITIONS

1. **Certification**: By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
   - **a.** The submission of the offer did not involve collusion or other anti-competitive practices.
   - **b.** The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
   - **c.** The Offeror has not 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 submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.

2. **Gratuities**: The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.

2. **Applicable Law**: In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

   The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

   This contract is subject to the following provisions as stated:
   ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

   ARS §35-393.01; All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted

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to prohibit the state from contracting with companies currently engaged in a boycott of Israel. Please refer to Attachment D and complete form as part of your solicitation response.
To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance. As defined by A.R.S. §35-393.01 and explained in Chapter 46, House Bill 2617 and outlined in Exhibit A:
1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4."Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
(a) together with other investors that are not subject to this section.
(b) that are held in an index fund.
5." Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6." Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

3. **Legal Remedies**: All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.

4. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RSOQ, including instructions, all terms and conditions, specifications, Scope of Work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RSOQ. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RSOQ and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in

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writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RSOQ shall govern in all other matters not affected by the written contract.

5. **Contract Applicability**: The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RSOQ or any resultant contract.

6. **Relationship to Parties**: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.

7. **Subcontracts**: The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.

8. **Indemnification**: Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or sub consultants, and from all claims by Consultant's employees, sub consultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, sub consultants or agents.

9. **Overcharges by Antitrust Violations**: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

10. **Force Majeure**: Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable

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diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

11. **Right to Assurance**: Whenever one (1) party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

12. **Right to Audit Records**: The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.

13. **Right to Inspect Place of Business**: The City may, at reasonable times 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.

14. **Inspection**: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:

a. Waive the non-conformance,
b. Stop the work immediately, and or
c. Bring material into compliance. This shall be accomplished by a written determination for the City.

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15. **Liens**: All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

16. **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 the contract.

17. **Patents and Copyrights**: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

18. **Cost of Bid/Proposal**: The City shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

19. **Property of City of Maricopa**. Any information or materials submitted as a response to this RSOQ shall become the property of the City of Maricopa and will not be returned. All submitted materials will be available for public review. The City expressly retains the right to disclose the name of any or all respondent offeror's, their submissions, and any other information that is pertinent to the selection of the Contractor. It is the sole and exclusive responsibility of respondent offeror to exclude proprietary information, trade secrets, or other information, the public disclosure of which may or would cause harm to such party.

21. **Public Record:** All offers submitted in response to this RSOQ shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. Please refer to the City's website at www.maricopa-az.gov/web for more information.

20. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.

21. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.

22. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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23. Per A.R.S. § 35-392, the City is prohibited from purchasing from a company that is in violation of the Export Administration Act.

24. Federal Immigration and Nationality Act (FINA): By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SPECIAL TERMS AND CONDITIONS

Purpose: The Office of the City Manager, with appropriate support from various other City departments is charged with the responsibility of administering Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The City Manager's Office has an interest in procuring Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa in conformance with (i) Municipal City Ordinance Section 3-201 through 3-246 "Purchasing", (ii) Arizona Revised statutes, rules and regulations to Title 41, Chapter 23. The Selection/Evaluation Committee (described below) will utilize the Evaluator's Guide for Qualifications Based Selection (QBS) Selection Processes in its deliberations.

The City of Maricopa through the issuance of this Request for Statement of Qualifications ("RSOQ") is seeking to secure Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The City of Maricopa has identified (but not limited to) multiple service areas in which a need may arise for the use of outside consultant contractor(s) for Executive Director Level Consulting Services. Contractor(s) will be utilized on an as needed basis. Contractor(s) may also include in their proposals related services or work that are not specifically listed in the RSOQ.

The preliminary proposed general areas of duties and responsibilities of the selected Contractor(s) are more specifically defined in the Scope of Work as outlined on pages 16-18. It is intended that the selected Contractor(s) will work with the City Administration and appropriate designated City officials as necessary to determine and refine the Executive Director Level Consulting Service needs for the City of Maricopa.

Authority: This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

1. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.

2. **Term of Contract:** The term of resultant service contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award or terminated by either party, with or without cause, by providing the other party thirty (30) days prior written notice of termination. The City of Maricopa has the option, in the City's sole discretion to renew the contract for four (4) additional one (1) year period. If the contract is renewed, the total length of the contract shall not exceed five (5) years. Any of the one (1) year contract renewals may be unilaterally extended by the City of Maricopa for a period of thirty-one (31) days. Subject to Council approval or until the service is completed, unless terminated, cancelled or extended as otherwise provided herein.

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3. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RSOQ. Also, if applicable please submit all documents in CD or thumb drive media.*

4. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.

   a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notification to the City.

   b. If key personnel are not available for work under any resultant contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

5. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Statement of Qualifications for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Statement of Qualifications shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

6. **Proposal Evaluation Criteria; Contract Award:** The City of Maricopa, designated committee of City Staff and possibly Community Leaders ("Evaluation Committee") shall evaluate the ability of the Offeror to directly provide the necessary services, identified in the Scope of Work (pages 16-18). All proposals will be determined if responsive and responsible. Evaluated, ranked and awarded (as defined below), based upon the following scored criteria listed below in order of importance:

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar Executive Director Level Administrative Consultant services.	**25 points**
History of past performance (within past five [5] years), and qualifications of various professional Executive Director Level Administrative Consulting services to include recommendations of past and existing clients.**Please note if previous experience with the City of Maricopa.	**25 points**
Cost/Fee	**35 points**
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	**15 points**

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Proposals will be evaluated by an Evaluation Panel to assess the Offeror's likelihood of successfully accomplishing a prospective service(s) with assigned consultant(s).

The Evaluation Panel will consider all the material submitted by the Proposer and other information the Evaluation Panel may obtain to determine whether the Offeror is capable of and has a history of successfully completing services of this type. Additional information may include, but is not limited to, data requested by the Evaluation Panel, reference checks, interviews or oral presentations.

For each proposal that is accepted, and award is authorized, in accordance with the City of Maricopa's policies and procedures, a contract for the work will be executed. Until authorization of the award and execution of the contract, the City of Maricopa has no obligation for the cost associated with any work performed.

7. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted at the discretion of the City Manager with Offerors who submitted proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

8. **Confidential Information:**
   a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
   b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.

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 information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

10. **Resultant Contract**: A contract shall be issued between the City and the successful Offeror(s) following award.

11. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred. If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Consultant, then the Consultant shall bear financial responsibility to the City for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the City. By way of example, the Consultant shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Consultant's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Consultant shall not be entitled to Consultant's fee for the excess Cost of the Work.

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12. **Pricing (Fees, Invoicing and Payments):** The Consultant will prepare and present to the City a monthly itemized invoice for the services actually performed. Upon acceptance of the invoiced services, the City will make monthly payments to the Consultant thirty (30) days after receipt of the invoice. In consideration of the Services to be rendered by the Contractor, the City of Maricopa shall pay to the Contractor all fees and expenses arising pursuant to the terms of each active Schedule. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other clients for similar services under similar conditions and that the prices comply with any and all applicable rules, regulations and laws. The Contractor shall promptly notify the City of Maricopa of such price reductions.

13. **Liquidated Damages:** Liquidated damages shall be in the amount of one-hundred dollars ($100.00) for each calendar day of delay.
    a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
    b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

14. **Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

15. **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.

16. **City of Maricopa Business License:** The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)

    Please visit the following for information on Business Licenses:
    http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses

17. **Bonds:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

18. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any

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resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

a. The contractor provides material that does not meet the specifications of the contract;
b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract; and
d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

19. **Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City.** Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;
b. Reserve all rights or claims to damage for breach of any covenants of the contract;
c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor; and
d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
    i. Deduction from an unpaid balance;
    ii Collection against the bid and/or performance bond, or;
    iii. Any combination of the above or any other remedies as provided by law.

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SCOPE OF SERVICES AND REQUIREMENTS

1. **Background and Purpose**

The City of Maricopa is seeking a qualified Consulting Contractor(s) to provide Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa. The consultant(s) will work closely with the City Manager and/or designated City of Maricopa staff. This position will report to the City of Maricopa, City Manager. The City of Maricopa is governed by an elected Mayor and Council, with administration provided by a City Manager.

Maricopa was incorporated in 2003, and is located just sixteen (16) miles southwest of Phoenix and thirty-two (32) miles from Sky Harbor Airport. It has direct southern access to Interstate 8 for travel to the West while bypassing Phoenix Metro area.

Maricopa City limits currently encompass an area of nearly fifty (50) square miles, with a total planning area of two hundred seventy-eight (278) square miles. It has the only AMTRAK station in the greater Phoenix metro area.

Maricopa's proximity to the Greater Phoenix metropolis, coupled with a unique, family oriented ambiance, experienced growth of more than four thousand (4,000 %) percent from 2000 to 2010. Today, the City has over 48,000 in population. With more than forty-eight (48%) percent holding a Bachelor's Degree or higher, these residents both value the small town feel and eagerly welcome quality employment, shopping, entertainment and other amenities.

Maricopa offers a large supply of developable commercial and industrial property with highway access, all of which is located in an Enterprise Zone. The City of Maricopa has a number of tools to best benefit potential projects, including: Industrial Development Authority bonds, participation in their Fast Track Program, or locations in the Redevelopment District with tax incentive opportunities. Funding has been secured for the design and construction of an overpass for State Route 347/John Wayne Parkway. The Estrella Gin Business Park is currently under negotiations for development with Edison Road being extended through the site to Highway 238.

The City also enjoys a rich history including transportation (stage stop for Butterfield Stage coach lines, rail history, first transcontinental air flight stopped in Maricopa to refuel), old west culture, ranching, agricultural and Native American.

Maricopa aspires to build a local economy that is diverse, competitive and successful in the global economy. Our approximately forty-eight thousand (48,000) residents want employment opportunities closer to home and amenities commensurate to a city our size.

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2. **General**

This Request for Statement of Qualifications (RSOQ) is intended to select a qualified offeror(s) to provide said services on a retained basis for a period of one (1) year or until the end of the City of Maricopa Fiscal Year 2017.

Term of Contract: The term of any resultant service contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award or the City of Maricopa has determined said service (s) is no longer required. The City of Maricopa has the sole discretion to renew the contract for four (4) additional, one (1) year terms subject to Council approval or until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

3. **Scope of Services and Business Specifications:**

The City of Maricopa is interested in entering into a contract for Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, under the direction of the City Manager and appointed City of Maricopa staff.

3.1 The Consultant agrees to provide various consulting services for various professional Executive Director level positions in connection with City projects as directed. Specifically, the Contractor shall provide various services some of which are described below to this Contract, the Consultant's Proposal, which is attached and made part of this Contract.

3.2 Contract Amendments – The City will identify specific professional consulting services on an as-needed basis by issuing a Contract Amendment (also to be served as the Notice to Proceed). Each Contract Amendment will include a specific scope of work, a not-to-exceed cost for included services, a timeframe for providing the services, and a 'Authorized Representative' designated to represent the City for that Contract Amendment.

3.3 The Consultant represents that it is experienced in matters relating to the services described in this Contract/Contract Amendment, that it is capable of performing them within the work deadlines required, and that the officer or officers executing this Contract/Contract Amendment are authorized to do so. Consultant further acknowledges that it is the leader of the design team and is responsible for the Services provided. The City shall be entitled to rely on the Services, documents, and information furnished by the Consultant.

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This Section contains a brief description of the types of services the City of Maricopa expects to be performed, and is not a complete representation of all services that may be required for the Executive Director Level Consulting Service Positions:

Areas of Service/Expertise: May include the following categories of projects. Contractors are encouraged to identify and include other relevant areas of expertise in their proposals for Executive Level Director Positions.
Engineering
Public Affairs
Public Works
Planning
Human Resources
Economic Development
Information Technology
Parks and Recreation
Public Safety
Finance
Administration
Other Executive Level Consulting Services Offeror can provide:
1.
2.
3.
4.
5.

Consultant(s) shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and Scope of Work as defined by this RSOQ. Staff will not allow non-City personnel access to any City-owned equipment and no equipment will be provided under this contract.

4. **City Responsibilities:** The City of Maricopa shall furnish, at no cost to the consultant(s), the following information or services for this contract:

   a. One (1) copy of data pertinent to the work. However, the consultant shall be responsible for research and requesting information required,

   b. All available data and information relative to policies, standards, criteria, studies, etc., and

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c. Designate the name of a City employee who will service as the Contract Administrator or the City Manager during the term of the resultant contract. The Contract Administrator or the City Manager appointed designee has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by the City on any aspect of the resultant work shall be direct to the Contract Manager or City Manager appointed designee.

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PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. *Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.*

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 2 of RSOQ) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.

2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Statement of Qualifications and must include all the items set forth in this section of the Request for Statement of Qualifications.

3. **Letter of Transmittal** (Limit to two (2) pages)**:** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:

    a. A statement of the Offeror's understanding of the products and services required by the Request for Statement of Qualifications listed in the Scope of Work.
    b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers), and
    c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.

4. **Offeror Overview (**Excluding attachments, limit to four (4) pages)**:**

    a. Your organization/company is in what primary line of business?
    b. Does your organization have at least one (1) office or business presence located in the State of Arizona?
    c. Discuss the structure of your organization/company. If a private entity, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization/company has been in business under the current business name as well as any previous business names, and
    d. Provide documentation that the organization/company is licensed under the applicable laws of the State of Arizona.

5. **Bonds:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance

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pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

6. **Experience (Excluding attachments, limit to four (4) pages):**
   a. Describe comparable services provided by the offeror to municipalities since 2014 similar in scope to the City's request. Please include the names of the municipalities and contact names, phone numbers and email addresses that you have provided this service.

   b. How long has your offeror performed these services?

   c. Please include the resumes of the principles of your offeror along with their experience in the business and their number of years in the industry.

   d. Please provide an organization chart of your organization.

7. **Detail responses to the Evaluation Criteria:** Please include detailed information addressing the evaluation criteria as defined in the "Special Terms and Conditions", Pages 11 - 15.

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar consultant services.	**25 points**
History of past performance (within past five [5] years), and qualifications of various professional administrative services to include recommendations of past and existing clients. Please note if previous experience with the City of Maricopa.	**25 points**
Cost/Fee	**35 points**
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	**15 points**

8. **References:** (limit to one (1) page): Include the name, address, telephone number, and email address of five (5) clients for whom similar consultant services have been provided since January, 2011. References must be current, and should be relevant to the required services. Please provide a one (1) line description of consultant services provided with each reference.

9. **Disclosures of Conflict of Interest:** (Limit to one (1) page): The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

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10. **Substitute W-9 Form**: Complete and return the attached City of Maricopa Substitute W-9 form (Attachment C).

11. **Cost Summary/Fee Schedule - Proposed Fees/Compensation:** This RSOQ includes a Cost Summary Form provided as an attachment. (Attachment A)

    Each offeror must complete the Cost Summary/Fee Schedule Form in the exact format provided. The City may reject any proposal with a reformatted Cost Summary.

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RSOQ #17-CM09272016 VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL CONSULTING SERVICE(S)
Vendor Submittal Checklist

_____ Offer Sheet, Signed

_____ Table of Contents

_____ Letter of Transmittal, Signed (limit to 2 pages)

_____ Offeror Overview (limit to 4 pages)

_____ Experience (limit to 4 pages)

_____ Detail response to the Evaluation Criteria (page 12)

_____ References and contact information

_____ Disclosures of Conflict of Interest

_____ Substitute W-9 Form completed (Attachment C)

_____ License Copies – if applicable. (this is referenced in the Vendor Questionnaire section in Attachment B)

_____ Cost Summary - Proposed Fee Schedule (Attachment A)

_____ Debarment/Suspension Documentation (if applicable)

_____ Participation if Boycott of Israel (Attachment D)

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ATTACHMENT A
COST SUMMARY/FEE SCHEDULE
Vendor Offer / Signature

The Offeror may respond using their own letterhead but shall include, at a minimum the following information to be considered for award of a purchase order including a signature from someone having the authority to bind the vendor to delivery of products or performance of services.

List labor rates per assigned personnel titles for Various Professional Executive Director Level Consulting Service Position Contractor(s) for the City of Maricopa describes as follows:

Key Consultant Titles	Description of Service/Area of Expertise	Hourly Rate/Amount Year 1 11/xx/2016 – 11/xx/2017	Hourly Rate/Amount Year 2 11/xx/2017 – 11/xx/2018	Hourly Rate/Amount Year 3 11/xx/2018 – 11/xx/2019

*Note: Hourly rate schedule for years one (1) through three (3), including hourly rates, specialty rates, multipliers, etc. for the various classifications of personnel.
Please provide further applicable information if necessary on separate sheet of paper noted accordingly.

1. Optional Prompt Payment Discount, if offered:_____%, Net_____Days
2. Tax Rate / Amount, as applicable:_____(Note: this will not be used for sourcing decisions of the City).
3. Optional Comments or Notes, as necessary:_____

_____

4. Authorized Signatory/Offeror:_____

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ATTACHMENT B
VENDOR QUESTIONNAIRE

Name of Company/Organization:	
Years in Business providing similar services:	
License No(s) and Type: (Submit a copy with the proposal)	
Number of employees servicing this contract:	
Verifiable References: Include the name, contact person, address and telephone number of five (5) companies or government organizations for whom similar services have been provided. References must be current, and should be relevant to the required services. Provide description of services provided and dates of service.	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dollar value of work:	Dates provided:

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Description of services provided:	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dollar value of work:	Dates provided:
Description of services provided:	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Company/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	

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Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
Debarment/Suspension Information: Has your company or any of its principals been debarred or suspended from contracting with any public entity?: _____Yes _____No If "Yes", provide in an attachment to this form the contact information for the public entity and state the reason for debarment or suspension, including the period of time for such debarment or suspension.	
Does your company accept electronic payments through: Electronic Funds Transfer (EFT): _____Yes _____No Automated Clearing House (ACH): _____Yes_____No List any additional discounts that may result from paying electronically: _____% Discount	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	

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ATTACHMENT C
SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name *(as shown on Income Tax Return)*: _____
2. Business Name *(if different than above)*: _____
3. DUNS #: _____
4. Federal employer identification number *(or SSN)*: _____
5. Type of organization *(check one):*

Individual/Sole Proprietor	Limited Liability Company*
Corporation	***Choose the tax classification**
Partnership	Disregarded Entity
Other: _____	Corporation
	Partnership

6. Order Address:

_____
(Order address) *(City)* *(State)* *(Zip code)*

7. Remittance address *(if different than above):*

_____
(Remittance address) *(City)* *(State)* *(Zip code)*

8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a *(check one):*

Factory Representative	Jobber
Manufacturer	Authorized distributor
Retail dealer	Contractor
Consultant	Other: _____

12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned Woman-owned Not Applicable

13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes No

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PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (this section must be completed):

_____

PART III: APPLICANT TERMS AND CERTIFICATION

Terms:

The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).
   (*NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).*
4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification **(Select One Only):**

- ☐1 Non-Small/Non-Minority/Non-Disabled
- ☐2 Small Business (Per ARS §41-1001(20)
- ☐3 Minority Owned Business [Per 15 CFR §1400.1(a)]
- ☐4 Woman Owned Business
- ☐5 Owned By Disabled Individual (Per ARS §41-1492.5)
- ☐6 Small Business/Minority Owned
- ☐7 Small Business/Woman Owned
- ☐8 Small Business/Disabled Owner
- ☐9 Minority Woman Owned Business
- ☐10 Disabled-Minority Owned Business
- ☐11 Disabled-Woman Owned Business
- ☐12 Small Business/Minority-Woman Owned
- ☐13 Small Business/Disabled-Minority Owned
- ☐14 Small Business/Disabled-Minority-Woman Owned

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

_____ _____

Name *(Please print)* **Signature**

_____ _____

Title *(Please print)* **Date**

INTERNAL USE ONLY

CC# _____ AUTHORIZATION: _____

FAX: _____ EMAIL: _____ PRINT: _____

REQUESTED BY: _____

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ATTACHMENT D
PARTICIPATION IF BOYCOTT OF ISRAEL

	Participation if Boycott of Israel		
	Solicitation No.: RFP#17-FIN081016	PAGE	State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Description: Transaction Privilege Tax (TPT) Auditor Services for the City of Maricopa	OF 1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

SPO Form 203 – Israel Boycott Affidavit

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EXHIBIT A
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

State of Arizona House of Representatives Fifty-second Legislature Second Regular Session 2016

AN ACT

AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9; RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fifty-second Legislature
Second Regular Session
2016

CHAPTER 46

HOUSE BILL 2617

AN ACT

AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9; RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 35, chapter 2, Arizona Revised Statutes, is amended by adding article 9, to read:

ARTICLE 9. ISRAEL BOYCOTT DIVESTMENTS

35-393. Definitions

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1. "BOYCOTT" MEANS ENGAGING IN A REFUSAL TO DEAL, TERMINATING BUSINESS ACTIVITIES OR PERFORMING OTHER ACTIONS THAT ARE INTENDED TO LIMIT COMMERCIAL RELATIONS WITH ISRAEL OR WITH PERSONS OR ENTITIES DOING BUSINESS IN ISRAEL OR IN TERRITORIES CONTROLLED BY ISRAEL, IF THOSE ACTIONS ARE TAKEN EITHER:

(a) IN COMPLIANCE WITH OR ADHERENCE TO CALLS FOR A BOYCOTT OF ISRAEL OTHER THAN THOSE BOYCOTTS TO WHICH 50 UNITED STATES CODE SECTION 4607(c) APPLIES.

(b) IN A MANNER THAT DISCRIMINATES ON THE BASIS OF NATIONALITY, NATIONAL ORIGIN OR RELIGION AND THAT IS NOT BASED ON A VALID BUSINESS REASON.

2. "COMPANY" MEANS A SOLE PROPRIETORSHIP, ORGANIZATION, ASSOCIATION, CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS ASSOCIATION, AND INCLUDES A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED SUBSIDIARY, PARENT COMPANY OR AFFILIATE.

3. "DIRECT HOLDINGS" MEANS ALL PUBLICLY TRADED SECURITIES OF A COMPANY THAT ARE HELD DIRECTLY BY THE STATE TREASURER OR A RETIREMENT SYSTEM IN AN ACTIVELY MANAGED ACCOUNT OR FUND IN WHICH THE RETIREMENT SYSTEM OWNS ALL SHARES OR INTERESTS.

4. "INDIRECT HOLDINGS" MEANS ALL SECURITIES OF A COMPANY THAT ARE HELD IN AN ACCOUNT OR FUND, INCLUDING A MUTUAL FUND, THAT IS MANAGED BY ONE OR MORE PERSONS WHO ARE NOT EMPLOYED BY THE STATE TREASURER OR A RETIREMENT SYSTEM, IF THE STATE TREASURER OR RETIREMENT SYSTEM OWNS SHARES OR INTERESTS EITHER:

(a) TOGETHER WITH OTHER INVESTORS THAT ARE NOT SUBJECT TO THIS SECTION.

(b) THAT ARE HELD IN AN INDEX FUND.

5. "PUBLIC ENTITY" MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS STATE OR AN AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A POLITICAL SUBDIVISION OF THIS STATE.

6. "PUBLIC FUND" MEANS THE STATE TREASURER OR A RETIREMENT SYSTEM.

7. "RESTRICTED COMPANIES" MEANS COMPANIES THAT BOYCOTT ISRAEL.

8. "RETIREMENT SYSTEM" MEANS A RETIREMENT PLAN OR SYSTEM THAT IS ESTABLISHED BY OR PURSUANT TO TITLE 38.

35-393.01. Contracting; procurement; investment; prohibitions

A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A COMPANY TO ACQUIRE OR DISPOSE OF SERVICES, SUPPLIES, INFORMATION TECHNOLOGY OR CONSTRUCTION UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE COMPANY IS NOT CURRENTLY ENGAGED IN, AND AGREES FOR THE DURATION OF THE CONTRACT TO NOT ENGAGE IN, A BOYCOTT OF ISRAEL.

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EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, INVESTMENT OR OTHER POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR COMPANY TO BOYCOTT ISRAEL.

35-393.02. Investment; restricted companies list; notice; immunity; exception

A. ON OR BEFORE APRIL 1 OF EACH YEAR, EACH PUBLIC FUND SHALL PREPARE A LIST OF RESTRICTED COMPANIES AND SHALL PROVIDE A COPY OF THE LIST ON REQUEST.

B. IN PREPARING THE LIST OF RESTRICTED COMPANIES, THE PUBLIC FUND MAY CONSIDER AT LEAST THE FOLLOWING:

1. PUBLICLY AVAILABLE INFORMATION, INCLUDING INFORMATION PROVIDED BY NONPROFIT ORGANIZATIONS, RESEARCH FIRMS AND GOVERNMENT ENTITIES.

2. INFORMATION PREPARED BY AN INDEPENDENT RESEARCH FIRM RETAINED BY THE PUBLIC FUND.

3. A STATEMENT BY A COMPANY THAT IT IS PARTICIPATING IN A BOYCOTT OF ISRAEL OR THAT IT HAS TAKEN A BOYCOTT ACTION AT THE REQUEST OF, IN COMPLIANCE WITH OR IN FURTHERANCE OF CALLS FOR A BOYCOTT OF ISRAEL.

C. THE PUBLIC FUND SHALL NOTIFY EACH COMPANY THAT IS INCLUDED ON THE LIST OF RESTRICTED COMPANIES THAT THE COMPANY IS SUBJECT TO DIVESTMENT BY THE STATE TREASURER AND THE RETIREMENT SYSTEMS.

D. IF A COMPANY THAT RECEIVES NOTICE PURSUANT TO SUBSECTION C OF THIS SECTION SUBMITS A WRITTEN CERTIFICATION TO THE PUBLIC FUND THAT IT HAS CEASED ITS BOYCOTT OF ISRAEL AND WILL NOT ENGAGE IN A BOYCOTT OF ISRAEL FOR THE PERIOD OF TIME THAT THE STATE TREASURER OR A RETIREMENT SYSTEM INVESTS IN THE COMPANY, THE PUBLIC FUND SHALL REMOVE THE COMPANY FROM THE RESTRICTED LIST.

E. EACH PUBLIC FUND SHALL:

1. SELL, REDEEM, DIVEST OR WITHDRAW ALL DIRECT HOLDINGS OF A RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT IN AN ORDERLY AND FIDUCIALLY RESPONSIBLE MANNER WITHIN THREE MONTHS AFTER PREPARING THE LIST OF RESTRICTED COMPANIES PURSUANT TO SUBSECTION A OF THIS SECTION. ON OR BEFORE AUGUST 1 OF EACH YEAR, THE STATE TREASURER AND EACH RETIREMENT SYSTEM SHALL POST ON THEIR WEBSITES A LIST OF INVESTMENTS THAT ARE SOLD, REDEEMED, DIVESTED OR WITHDRAWN PURSUANT TO THIS PARAGRAPH.

2. NOT ACQUIRE SECURITIES OF A RESTRICTED COMPANY AS PART OF ITS DIRECT HOLDINGS.

3. REQUEST THAT MANAGERS OF ITS INDIRECT HOLDINGS CONSIDER SELLING, REDEEMING, DIVESTING OR WITHDRAWING HOLDINGS OF A RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT.

F. WITH RESPECT TO ANY ACTION PERFORMED PURSUANT TO THIS SECTION, THE STATE TREASURER, EACH RETIREMENT SYSTEM AND ANY PERSON ACTING ON BEHALF OF THE STATE TREASURER OR THE RETIREMENT SYSTEM:

1. ARE EXEMPT FROM ANY CONFLICTING STATUTORY OR COMMON LAW OBLIGATION OR FIDUCIARY DUTIES WITH RESPECT TO CHOICE OF ASSET MANAGERS, INVESTMENT FUNDS OR INVESTMENTS.

2. ARE SUBJECT TO TITLE 12, CHAPTER 7, ARTICLE 2 REGARDING IMMUNITY FOR ACTS AND OMISSIONS.

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EXHIBIT A (CONT'D)
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill

3. ARE INDEMNIFIED AND HELD HARMLESS BY THIS STATE FROM CLAIMS, DEMANDS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, COSTS, CHARGES AND EXPENSES, INCLUDING ATTORNEY FEES, AND AGAINST ALL LIABILITY, LOSSES AND DAMAGES BECAUSE OF A DECISION TO SELL, REDEEM, DIVEST OR WITHDRAW HOLDINGS OF A RESTRICTED COMPANY MADE PURSUANT TO THIS SECTION.

G. THIS SECTION DOES NOT APPLY TO INVESTMENTS THAT ARE MADE BY THE STATE TREASURER PURSUANT TO SECTION 35-314.01.

35-393.03. Severability

IF ANY PROVISION OF THIS ARTICLE OR ITS APPLICATION TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT ANY OTHER PROVISION OR APPLICATION OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS ARTICLE ARE SEVERABLE.

Sec. 2. Legislative findings

A. Boycotts and related tactics have become a tool of economic warfare that threaten the sovereignty and security of key allies and trade partners of the United States.

B. The state of Israel is the most prominent target of such boycott activity, beginning with the Arab League Boycott adopted in 1945, even before Israel's declaration of independence as the reestablished national state of the Jewish people.

C. Companies that refuse to deal with United States trade partners such as Israel, or entities that do business with or in such countries, make discriminatory decisions on the basis of national origin that impair those companies' commercial soundness.

D. It is the public policy of the United States, as enshrined in several federal acts, including 50 United States Code section 4607, to oppose such boycotts, and Congress has concluded as a matter of national trade policy that cooperation with Israel materially benefits United States companies and improves American competitiveness.

E. Israel in particular is known for its dynamic and innovative approach in many business sectors, and a company's decision to discriminate against Israel, Israeli entities or entities that do business with Israel or in Israel is an unsound business practice making the company an unduly risky contracting partner or vehicle for investment.

F. This state seeks to implement Congress's announced policy of "examining a company's promotion or compliance with unsanctioned boycotts, divestment from, or sanctions against Israel as part of its consideration in awarding grants and contracts and supports the divestment of State assets from companies that support or promote actions to boycott, divest from, or sanction Israel."

APPROVED BY THE GOVERNOR MARCH 17, 2016.

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FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.

EXHIBIT B
Contractor's Response

Interim Public Management, LLC

Response to

City of Maricopa Arizona

Request for Statement of Qualifications (RSOQ)

#17-CM09272016

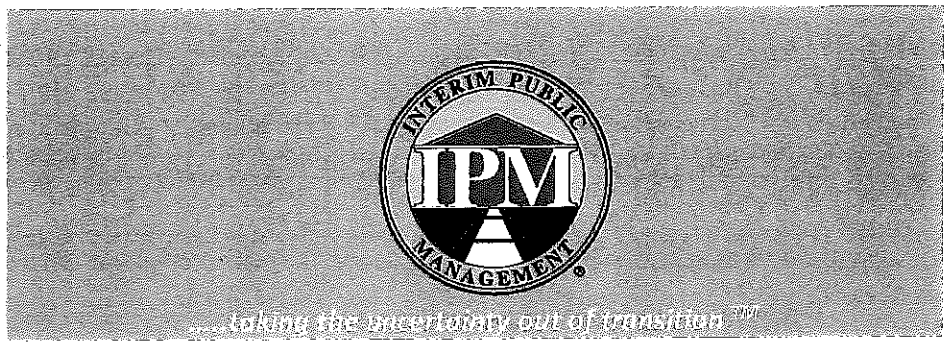
Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, Arizona

December 7, 2016

Prepared and Delivered by:
Tim Pickering, President & CEO

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Telephone: (480) 577-0949
Email: Tim@InterimPublicManagement.com

www.InterimPublicMangement.com



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1. Offer Sheet

**REQUEST FOR STATEMENT OF QUALIFICATIONS
TO PROVIDE
VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL
CONSULTING SERVICE(S)
RSOQ # 17-CM09272016**

INTRODUCTION

The City of Maricopa, through the issuance of this Request for Statement of Qualifications ("RSOQ"), is seeking to secure a Professional Services Consulting Contractor(s) to provide Various Professional Executive Level Consulting Services. The City of Maricopa has identified (but not limited to) multiple service areas where a need may arise for the use of an outside consultant organization(s). Organizations/Companies are eligible to be retained in as many of the service areas for which they express interest and are qualified to perform. Organizations/Companies may also include in their proposals related services or work that are not specifically listed in the RSOQ.

November 9, 2016

**CITY OF MARICOPA
PURCHASING DEPARTMENT
39700 W. Civic Center Plaza
MARICOPA, AZ 85138
(520) 316-6846**

INSTRUCTIONS TO OFFEROR

Proposals shall be submitted in a sealed package with **"RSOQ #17-CM09272016 Various Professional Executive Director Level Consulting Services Contractor(s) for the City of Maricopa, Arizona"** and the Offeror's name and address clearly indicated on the front of the package. All proposals shall be completed in ink, word processed, or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Statement of Qualifications (RSOQ).

Proposal Due Date:	Wednesday December 7, 2016
Proposal Time:	5:00:00 PM MST (Arizona Time)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, CPPB, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, organization, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City. Any exception to the terms contained in the Notice of Request for Statement of Qualifications must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Statement of Qualifications package issued by the City, **subject to Offeror's Statement of Exceptions to the terms contained in the RSOQ, which is attached to and, by this reference, made a part of this Offer Letter.**

OFFEROR CONTACT INFORMATION - For clarification of this offer contact:

Name: Tim Pickering Email: Tim@Interimpublicmanagement.com

Federal Employer Identification Number: 90-0928220	Authorizing Offeror Signature:
Interim Public Management, LLC Company Name	Tim Pickering Printed Name
16868 North Stoneridge Court Address	President & CEO Title
City Fountain Hills State AZ Zip Code 85268	Telephone: 480-577-0949 Fax: NA

STATEMENT OF EXCEPTIONS BY INTERIM PUBLIC MANAGEMENT, LLC ("IPM")

TO

REQUEST FOR STATEMENT OF QUALIFICATIONS TO PROVIDE VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL CONSULTING SERVICE(S) RSOQ # 17-CM09272016

December 7, 2016

Interim Public Management, LLC (a/k/a IPM) ("Contractor") offers on its behalf to the City of Maricopa the attached proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City, subject to Contractor's exceptions to the terms contained in the Notice, which are set forth in this Statement of Exceptions.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS:

Section 3 (Legal Remedies): Contractor respectfully requests to clarify its understanding that this provision refers to section Sec. 3-244 of the City of Maricopa Chapter 3 Administration ordinances. If it does not, please clarify with Contractor before Contractor can agree to such legal remedies.

Section 8 (Indemnification): Contractor respectfully requests that this Section be amended as follows, with underlined text indicating additions to the text and strikethrough text representing deletions from the text of Section 8 as proposed by the City:

8. Indemnification

a. By Contractor: Except as otherwise provided below, ~~Consultant~~ Contractor shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are ~~is~~ in any way connected with the performance of services under this Agreement by Contractor, ~~Consultant~~ or any of Contractor's ~~Consultant's~~ employees, agents or sub consultants, and from all claims by Contractor's ~~Consultant's~~ employees, sub consultants and agents compensation for services rendered in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any and all grossly negligent acts or omissions, willful misconduct or grossly negligent conduct, whether active or passive, on the part of Contractor ~~Consultant~~ or Contractor's ~~Consultant's~~

employees, sub consultants or agents. This section shall survive the expiration or early termination of the Agreement.

b. By City: City shall defend, indemnify and hold Contractor, its officers and its employees, agents and sub consultants harmless from and against any and all loss, damage, claim for damage, liability, expense or cost, including reasonable attorneys' fees, which arise from or relate in any way to any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the City's obligations under this Agreement. The City shall also defend, indemnify and hold Contractor, its officers and its employees, agents and sub consultants harmless from and against all loss, damage, claim for damage, liability, expense or costs, including reasonable attorneys' fees which arise from or relate in any way to the acts of Contractor or its employees, agents or sub consultants while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Contractor. This section shall survive the expiration or early termination of the Agreement.

Section 14 (Inspections): This Section is not applicable to Contractor's services, which typically will not involve specific deliverables, materials or specifications, and thus Contractor does not accept this Section. For a given services engagement, if such a provision is applicable and desired by the City, Contractor will consider including it in the relevant Schedule or Contract Amendment.

EXCEPTIONS TO SPECIAL TERMS AND CONDITIONS:

Section 2 (Term of Contract): Contractor agrees with the term of the contract; however, specific engagements to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term.

Section 12 (Pricing (Fees, Invoicing and Payments)): Contractor respectfully requests the ability to submit invoices semi-monthly, with payments due within 15 days of receipt, as our business is capital intensive and Arizona law requires that Contractor pay its employees within less than 16 days of service. Contractor is not able to certify prices as requested, because our engagements are not easily subject to reasonable comparison due to their highly specialized nature and a large number of variables, such as geography, availability of candidates, interest of candidates, travel, expertise and qualification of candidates, role, size of department, etc.

Section 13 (Liquidated Damages): Contractor cannot accept this provision, as it is not applicable to Contractor's business due to the professional and highly specialized nature of our services. We are happy to discuss further with the City.

Section 17 (Bonds): Contractor respectfully declines to agree to this provision. Performance bonds have not been required of Contractor by the City or by any other city or county in Arizona for interim executive services over Contractor's six years in service. We are willing to discuss with the City should a specific need exist. Contractor's current agreement with the

City regarding bonding states, "The City shall provide all required bonding relating to the performance of Services as set forth herein." To Contractor's knowledge, no such bonds have been provided by the City, indicating bonding may not be required for these services.
Section 19 ([Remedies for Failure to Cure After Notice]): Subsections c. and d. of Section 19 are not applicable to Contractor's services, which typically will not involve specific deliverables, materials or specifications, and thus Contractor cannot accept those subsections. For a given services engagement, if such provisions are applicable and desired by the City, Contractor will consider including them in the relevant Schedule or Contract Amendment.
ADDED Section 20 (Additional Special Terms and Conditions Proposed by Contractor):

a. **Remuneration of Contractor's Employees**: Contractor shall be responsible for providing proper compensation to its employees and all other Contractor representatives per Contractor's agreed terms in each Schedule or Contract Amendment, and no employee or contractor of Contractor shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from City, whether or not City affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable City shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; City agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any employee of Contractor.
b. **All or Nothing**: This is an "all or nothing" proposal.
c. **Authorizations by City**: The City shall ensure that Contractor is included on the City's list of approved vendors for services exceeding $25,000, the City Council has fully authorized and empowered the City Manager to enter into services agreements, including Schedules or Contract Amendments to this Agreement with Contractor in excess of $25,000 without further City Council approval.
d. **Retainer Letters**: Contractor respectfully requests that a retainer letter shall be signed for each search the City wishes Contractor to undertake for an interim services engagement. A sample form for said letter is attached.
e. **Hiring or Contracting of Interim Resources**: If at any time during the term of the Agreement or the applicable Schedule or Contract Amendment or within one (1) year thereafter the City hires, contracts with or engages in any way, directly or indirectly, with any individual that has been provided by Contractor to provide Services to the City under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the City (other than through Contractor), the City hereby agrees to pay Contractor an Engagement Fee equal to 20.08% of the annualized salary, fees or other compensation to be paid to or for the

benefit of such individual, payable to Contractor at the time of such engagement of such individual's services.

f. **Arbitration**: In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

g. **Attorney's Fees**: In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

Sample Retainer Letter

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
480.577.0949
tim@interimpublicmanagement.com

<Date>

<Client Representative >
<Title>
<Address>
<<Client>, State, Zip>

Via electronic mail only: <email address of Client Representative>

Dear <Client Representative>,

It was a pleasure talking with you today. Interim Public Management (IPM) is pleased to be able to provide services to the <Client>. By retaining IPM under the terms of this letter to search for an Interim <Title of Position>, the <Client> will receive the following services:

- Up to three confidential interim resumes provided by no later than 15 business days from the date of the signature of this letter in order to meet your preferred start date;
- Access to 100+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and
- Handling of all call-ins and external referrals of potential interims (which eliminates <Client> staff time and allows for a coordinated effort, background searches and vets potential candidates) and related contract administration.

IPM's retainer fee for the above services is $1,500, payable by the <Client> on net 10-day payment terms. This retainer will be credited to the <Client> should you choose an IPM Associate for interim services. For a period of 30 days after signing this letter and returning it to IPM, you agree that the <Client> will use IPM exclusively for this search.

If the <Client> wishes to retain IPM under these terms, please sign this letter below and email it to me by <Due Date>. After that date, these terms will expire due to the time sensitive nature of the search. Although you are under no obligation to select any IPM associates provided to you

<Date>
Page 2

for interviews, a contracted interim search ensures a coordinated effort, reduces the <Client>'s staff time, and increases the quality and speed of your interim interview process.

IPM appreciates the opportunity to serve the <Client> as we have served many other public entities such as the cities of Goodyear, Glendale and Queen Creek to name a few.

Kindest regards,

Timothy G. Pickering,
President and CEO

The <Client> hereby agrees with the above understanding.

By: _____
<Client Representative, Title, Client>

Date _____

3. Letter of Transmittal

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
480.577.0949
Tim@InterimPublicManagement.com

Arizona's largest local government executive staffing service

December 7, 2016

City of Maricopa, Arizona
Purchasing Department
39700 W. Civic Center Plaza
Maricopa, AZ 85138
Attn: Kathleen M. Shipman, CPPB, Purchasing Manager

RE: LETTER OF TRANSMITTAL RSOQ # 17-CM09272016

Dear Kathleen,

Interim Public Management, LLC (IPM) is pleased to respond to the aforementioned Request for Statement of Qualifications (RSOQ). As set forth in Section 3a. of the Proposal Format and Required Responses of RSOQ, IPM fully understands the products and services being requested in the Scope of Work and is confident in our ability to fulfill these requirements. IPM has been the leader in providing interim executive-level department directors, officers, administrators and managers to Arizona's municipalities since August of 2010. IPM understands that the City needs urgency when providing experienced Arizona IPM Associates during critical times of leadership transition. IPM Associates bring strong reputations of quality and excellence to their interim leadership roles, which is needed during months of change. IPM understands that its Associates should have the experience of previously performing the duties of the needed position for other Arizona public entities. Finally, IPM understands the needs of municipalities and the relationships that must be developed with municipal employees, as the principal owner has served in the capacity of city manager in four municipalities.

We pride ourselves in providing the right resource for the situation at hand. IPM has a long and successful working relationship with the City of Maricopa. It is our belief that upon completion of this RSOQ process, you will find that we not only provide Associates that are experienced in Arizona municipal government operations, we are the best overall source for these services in the State of Arizona. This point cannot be stressed enough, as time cannot be wasted during

interim assignments learning Arizona laws, requirements, regulations, funding sources and agencies. It is our hope that this attribute, in conjunction with the other factors identified throughout this response, will demonstrate to the City of Maricopa that IPM will satisfy the needs of the City identified in the RSOQ.

As requested in Section 3.b of the RSOQ, the name of the person authorized to make representations on behalf of the Offeror is as follows:

Tim Pickering, IPM President and CEO
16868 North Stoneridge Court
Fountain Hills, AZ 85268
Telephone: 480-577-0949
Email: tim@interimpublicmanagement.com

As set forth in Section 3.c of the RSOQ, IPM understands that the individual signing this transmittal letter is authorized to bind IPM to contract with the City.

We hope that you find this response in order. We will make ourselves available to you and the evaluation team at any time for questions or an onsite presentation. Thank you for your consideration.

Kindest regards,

Tim Pickering, President and CEO
Interim Public Management... Arizona's Largest Local Government Executive Staffing Service
480.577.0949
Tim@interimpublicmanagement.com
www.InterimPublicManagement.com

4. Offeror Overview

a. Your organization/company is in what primary line of business?

IPM's only line of business is providing interim department directors, officers, administrators, managers and similar positions to cities and counties, primarily in Arizona.

It is important to also note what IPM does not provide. IPM is not a headhunter focused on having individuals permanently placed in City positions, as this may limit the ability of IPM Associates to do the job at hand. Clients do not have to worry about an Associate trying to not upset anyone, or not doing a job properly because he or she is focused on getting a full time job. As we like to say, our job is to do the job, not get the job. IPM does not provide other consulting services such as organizational studies, strategic planning retreats, or organizational training, which can distract Associates from the task at hand. We provide interim resources that are on site, typically on a full-time basis, working directly with City employees. That is our sole aim and why we are prepared when the City calls and needs an interim tomorrow.

Because we are focused on providing executive-level interims of the highest quality for cities and counties, we have developed a large team of proven professionals we can quickly deploy. The Associates on our team are pre-vetted, sign confidentiality agreements in order to assure our clients' sensitive information is not compromised, and are exclusively contracted and dedicated to IPM thus eliminating conflicts of interest. Every IPM Associate abides by the International City County Management Associations' code of ethics, which prevents ethical concerns.

IPM prides itself on always being ready for your call, with most calls answered immediately or returned within the hour. We perform a 40-question interview of our clients before almost every engagement to ensure we understand the need and provide the right fit for the position. IPM provides up to three resumes of qualified Arizona Associates for the City Manager or Department Director to interview, typically well within a 15-business day time period. Importantly, IPM Associates are ready to start when the City needs them and carry out the duties of the position for as long as the City needs them. This is agreed before the City ever interviews an IPM Associate, so no time is wasted interviewing an interim that can't or won't fulfill the duties. Also, IPM does not provide an experienced Associate to interview, only to let the real work be done by a junior Associate. The City gets the experienced professional they interviewed from the beginning to end of the engagement.

Finally, because our standard client agreement has been reviewed by some of the best municipal attorneys in Arizona, including Denis Fitzgibbons, Tina Vannucci, Bill Sims, Andrew McGuire and Susan Goodwin, we are confident that our services that are needed in such a critical time period will not be held up by a protracted contract negotiation.

b. Does your organization have at least one (1) office or business presence located in the State of Arizona?

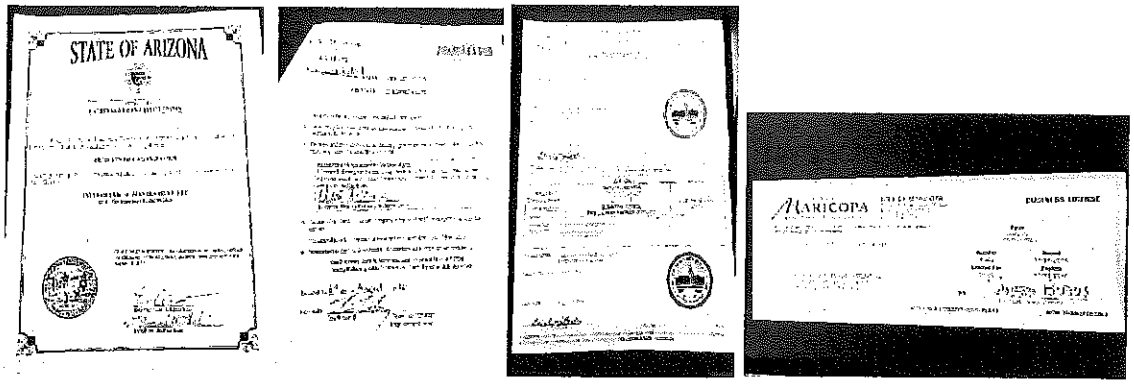
Yes, IPM has two offices. One is located at 16868 N. Stoneridge Ct. in Fountain Hills, Arizona, 85268 and the other is at 1591 Scotts Lane in Pinedale, Arizona 85934.

c. Discuss the structure of your organization/company. If a private entity, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the organization/company has been in business under the current business name as well as any previous business names.

Interim Public Management, LLC is an Arizona Limited Liability Company and an S corporation for tax purposes. IPM has been in business since August 2010, a little over six years, operating the entire time as Interim Public Management, LLC dba IPM. IPM is owned wholly by Tim and Deanna Pickering.

d. Provide documentation that the organization/company is licensed under the applicable laws of the State of Arizona.

Below (and also in Attachment B) are IPM's State of Arizona Articles of Organization, Town of Fountain Hills business license, and 2016 City of Maricopa business license. Pinedale, Arizona is in unincorporated Navajo County and does not require a business license.



5. Bonds

If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

Not applicable. Performance bonds have not been required of Contractor by the City or by any other city or county in Arizona for interim executive services over Contractor's six years in service. We are willing to discuss with the City should a specific need exist. Contractor's current agreement with the City regarding bonding states, "The City shall provide all required bonding relating to the performance of Services as set forth herein." To Contractor's knowledge, no such bonds have been provided by the City, indicating bonding may not be required for these services.

6. Experience

Experience (Excluding attachments, limit to four (4) pages):

a. Describe comparable services provided by the offeror to municipalities since 2014 similar in scope to the City's request. Please include the names of the municipalities and contact names, phone numbers and email addresses that you have provided this service.

Since 2014, IPM has provided the following interim executive services to Arizona cities and counties:

Arizona City or County	Contact Name and Title	Phone and Email	Interim Positions Provided since 2014
City of Maricopa	Gregory Rose, City Manager	520.316.6811, gregory.rose@maricopa-az.gov	Planner, Assistant Development Director, City Manager, IT Director, Community Services Director, Assistant to the City Manager, Development Services Director, Economic Development Director, and Finance Director.
City of Scottsdale	Brent Stockwell, Assistant City Manager	480.312.7288, bstockwell@scottsdaleaz.gov	Human Resources Consultant
Coconino County	Cynthia Seelhammer, County Manager	928.679.7140, cseelhammer@coconino.az.gov	County Clerk, Parks and Recreation Manager, Parks and Recreation Director, Engineering Consultant, Audit Consultant, Grants Consultant and Planner.
City of Safford	Horatio Skeete, City Manager	928.432.4012, hskeete@ci.safford.az.us	Planner, Finance Director
City of Show Low	Ed Muder, City Manager	928.532.4015, emuder@showlowaz.gov	Finance Director
Town of Marana	Gilbert Davidson, Town Manager	520.382.1912 gdavidson@marana.com	Public Works Consultant, Engineering Consultant
City of Sierra Vista	Chuck Potucek, City Manager	520.458.3315 Charles.potucek@sierravistaaz.gov	Budget Manager, Economic Development Director, Graphics Artist, Finance Consultant, Human Resources Consultant, Procurement Officer
City of Glendale	Jim Brown, Human Resources Director	623.930.2277 jwbrown@glendaleaz.gov	Human Resources Assistant, Public Works Director, Public Information Officer
Town of Snowflake	Brian Richards, Town Manager	928.536.7103 brian@ci.snowflake.az.us	Community Development Consultant

Arizona City or County	Contact Name and Title	Phone and Email	Interim Positions Provided since 2014
Town of Paradise Valley	Kevin Burke, Town Manager	480.348.3533 kburke@paradisevalleyaz.gov	Public Safety Director, Finance Director, Purchasing Officer
Gila County	Don McDaniel, County Manager	928.425.3231 dmcdainiel@gilacountyaz.gov	Human Resources Director, Finance Director
Oro Valley	Chris Cornelison, Assistant to the City Manager	520.229.4723 ccornelison@orovalleyaz.gov	Human Resources Director
City of Goodyear	Brian Dalke, City Manager	623.932.3025 bdalke@goodyearaz.gov	Development Services Director, Finance Director
City of Globe	Paul Jepson, City Manager	928.425.7146 ptjepson@globeaz.gov	Financial Consultant
Town of Queek Creek	John Kross, Town Manager	480.987.9887 jkross@queencreek.org	Chief Financial Officer/Assistant City Manager
City of Casa Grande	Larry Rains, City Manager	520.421.8632 larryr@ci-casa-grande.az.us	Police Director, Community Services Director
City of Eloy	Harvey Krauss, City Manager	520.466.9201 hkrauss@ci.eloy.az.us	Public Works Director
City of Lake Havasu City	Charlie Cassens, City Manager	928.453.4141 cassensc@lhcaz.gov	Finance Director
Town of Tusayan	Eric Duthie, Town Manager	928.638.9909 tusayantownmanager@gmail.com	Town Manager
City of Surprise	Bob Wingenroth, City Manager	623.526.9006 bob.wingenroth@surpriseaz.gov	Procurement Officer, Planning Consultant
City of Flagstaff	Josh Copley, City Manager	928.213.2081 jcopley@flagstaffaz.gov	Public Works Director
City of Williams	Skylor Miller, City Manager	928.635.4451 smiller@williamsaz.gov	City Manager
Town of Wellton	Larry Killman, Town Manager	928.785.3348 lkillman@town.wellton.az.us	Finance Consultant
City of Page	Crystal Dyches, City Manager	928.645.4241 cdyches@cityofpage.org	IT Director
Navajo County	Jimmy Jayne, County Manager	928.524.4061 James.jayne@navajoaz.gov	Human Resources Consultant

Arizona City or County	Contact Name and Title	Phone and Email	Interim Positions Provided since 2014
Town of Quartzsite	Jim Ferguson, Town Manager	928.916.7474 citymanjim@yahoo.com	Town Manager
City of Winslow	Steve Pauken, City Manager	928.289.1414 spauken@winslowaz.gov	Police Director
Town of Sahuarita	Kelly Udall, Town Manager	520.822.8818 kudall@sahuritaaz.gov	Public Works Director
Town of Florence	Brent Billingsley, Town Manager	520.868.7558 Brent.billingsley@florenceaz.gov	Finance Director
City of Tucson	Joyce Garland, CFO/Assistant City Manager	520.837.4091 Joyce.garland@tucsonaz.gov	Finance Director
Yuma County	Susan Thorpe, County Administrator	928.373.1010 Susan.thorpe@yumacountyaz.gov	General Services Director

Interim Public Management (IPM) has been a provider of executive-level interim personnel (Associates) to Arizona municipalities since August of 2010. We have facilitated numerous client engagements during that time, and more than 60 since 2014 as detailed above. We have demonstrated our ability to provide the right Associate for the job at hand.

b. How long has your offeror performed these services?

Over six years. Throughout this time our clients have continued to be exceedingly satisfied with our services. Here is a sample of quotes from our clients:

"IPM changed my life from Hell to Heaven with just phone call."
Margie Brown, Retired City Clerk, Flagstaff, AZ

"The IPM Associate did a great job for us, and we feel very fortunate to have had his experience over the past serval months. Thank you for everything you did to find him for us!"
Stacey Lemos, Finance Director, Town of Oro Valley, AZ

"I want to thank you for providing your Associate to the Town of Paradise Valley as our Interim Finance Director. He really helped the Town in its moment of need. He did a great job and got us through the transition and creation of the FY16 Budget."
Kevin Burke, Town Manager, Town of Paradise Valley, AZ

"The IPM Associate led the Visioning Maricopa 2040 initiative for me and did just an outstanding job."

Gregory Rose, City Manager, City of Maricopa, AZ

"The Associate was expedient, courteous, complete and (provided) satisfactory responses to all inquiries and issues. A wonderful personality, education, experience, dedication, and commitment to doing a superb job."

Tina M. Abriani, Town Clerk

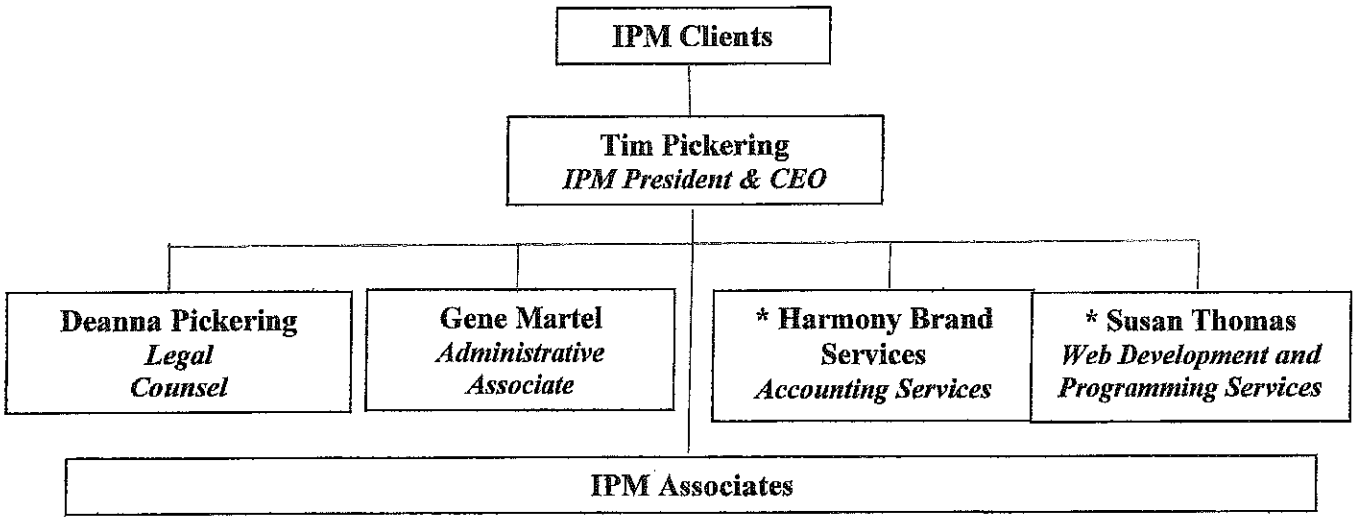
c. Please include the resumes of the principles of your offeror along with their experience in the business and their number of years in the industry.

Please find as Attachments resumes for each of the company principals:

- Tim Pickering, Owner, President & CEO – City and organization management for 20 plus years, Arizona Local Government Executive staffing 6 plus years;
- Deanna Pickering, Owner and General Counsel – Business contracts for 23 years; and
- Gene Martel, Administration Associate and right hand man – IT services nearly 40 years, Arizona Local Government Executive staffing for 3 years.

d. Please provide an organization chart of your organization.

Interim Public Management Organizational Chart
December 7, 2016



** Contracted services. All other individuals and Associates are employed by IPM.*

ATTACHMENT - IPM Resume - Tim Pickering:

TIMOTHY G. PICKERING
ICMA Credentialed Manager (ICMA-CM)
16868 North Stoneridge Court • Fountain Hills, Arizona 85268
480.577.0949
Tim@InterimPublicManagement.com

EXECUTIVE SUMMARY

Over two decades of C-level management experience working for cities and running own local government executive staffing company.

EXPERIENCE

President and CEO, Interim Public Management, LLC, Arizona (August 2010 to Present)
Founder/owner of firm providing interim senior level personnel to cities and public organizations in Arizona. The President and CEO is responsible for all marketing activities, relationship development, contract negotiations, and managing personnel.

Key Achievements

- Provide and manage interim city manager, economic developers, financial experts and all other senior level local government management positions.
- Created and implemented successful business plan.
- Provided services to 33% of cities and 25% of counties in Arizona.

President and CEO, Salt River Devco, Scottsdale, Arizona (April 2008 to March 2010)

Position Profile: Operated complex commercial development and asset management company owned by a Native American community that involved developing 108 acres under 65-year land leases, building offices and hotels, ensuring positive relations with all tenants, obtaining project financing and operating an outdoor advertising sign division. Salt River Devco has a $26M operating and capital budget for 2010, owns and operates a 1,000-employee business park with 370,000 sq feet of office and conducts business under its parent company, the 1,800-employee Salt River Pima Maricopa Indian Community. The position serves on and reports directly to the nine members appointed Board of Directors. The President and CEO is responsible for hiring, motivating, and dismissing twenty employees and consultants.

Major Accomplishments at Salt River Devco:

- **Negotiated Marriott's first hotel in U.S. on tribal land.** This 156-room, $21M management agreement negotiation was complex including overcoming sovereign immunity, employee preference and funding hurdles. Obtained $12M by negotiating a tax increment financing package.
- **Selected as Fender's world headquarters site and preferred developer.** This 150,000-sq. foot office on 15 acres would house the guitar maker's corporate headquarters.
- **100% tenant retention** during down economy. As Phoenix's vacancy rate climbed to over 25%, proactive customer service, tenant appreciation, and aggressive cost cutting programs kept all tenants from leasing space elsewhere.
- **Obtained approval of 83-acre master and traffic plan** blessed by ADOT and Scottsdale allowing pro forma calculations and cash flow projections on build-out schedules and increasing land values.

Town Manager, Fountain Hills, Arizona (September 2002 to November 2007)

***Position Profile*:** The Town Manager is the chief administrative officer of the government in Fountain Hills who oversees 125 FTE's including contract employees and twelve direct reports. Fountain Hills had a 2007 operating and capital budget of $31M. Bordering Scottsdale, it has a population of 25,000 highly educated and successful residents and a high season population of 35,000. The position is the economic development director, chief financial officer and the primary media contact. I served as a Board Member on both the Greater Phoenix Economic Council (GPEC) and the Maricopa Association of Governments (MAG) The Town Manager reports to the Town Council, which is a six-member body with an at-large elected Mayor.

Major Accomplishments in Fountain Hills:

- **Created economic development department and relocated retailers.** Developed Town's first ED department focusing on business retention, improving permit and licensing approval times, and developing community marketing materials. Program resulted in more than 40 commercial developments including facilitating retail, hotel and office projects during my tenure.
- **Annexed State Trust Land.** First town in Arizona to complete a successful annexation of State Trust Land under administration. Hired key consultants, worked with the State on amending the Town's General Plan, coordinated community open houses, and negotiated with the State Land Commissioner to annex 1,300 acres of State Trust land. Process resulted in $110M sale – at the time, the second largest auction in Arizona history.
- **Reversed downward financial spiral.** Within three months of arriving on the job prepared an activity based costing analysis in nine business days to solve one-third of the Town's budget deficit. This action reduced the organizational size by one-third while keeping vital service levels intact, consolidated the number of departments – resulting in a better employee-to-manager ratio – and eliminated the deficit.
- **Planned, financed, designed and built Town Hall office building.** Managed entire project beginning with determining funding package, selecting architect and general contractor, to designing floor plan, value engineering building, overseeing construction and selection of FF&E. Project came in on time and within 10 percent of original budget.
- **Guided a Town from a dysfunctional political situation and bleak financial outlook to** being named by *Phoenix Magazine* in May 2006 as the **best place to live in the Valley.**
- **Exhibited business acumen by completing a financial analysis** to stabilize the community's revenue base for 20 years while construction revenue shrinks. Presented financial options to constituents resulting in a better educated constituency. Worked with citizen group to champion needed funding structural changes.
- **Negotiated $70M resort** and conference center entitlements including completing development agreement, project density and granting variances.

City Manager, Olivette, Missouri (January 1997 to May 2002)

***Position Profile*:** Olivette is middle to upper class suburb in the St. Louis metropolitan region with a diversified, well-educated population of 7,500 and is home to a 7,500-employee industrial park. In FY 2001-02, the City had a budget of $7.9 million and 78 full-time employees. As a result of its quality neighborhoods, top rated schools, low crime rate and available re-developable land, the City experienced considerable residential and business reinvestment. The City Manager is the organization's chief administrative officer and sits on the Planning Commission.

Major Accomplishments in Olivette:

- **Facilitated second largest economic development project in Missouri** in 1999 by using tax abatement incentive bonds. An industrial property, which sat vacant for four years, was converted to a 1,500-employee call center. Received other taxing bodies support and wrote incentive policy to secure project.
- Coordinated **architectural guidelines** adoption process ensuring quality and upscale developments.
- **Improved relationships with the business community** by initiating business retention meetings with key businesses, hosting business appreciation outings, and improving relations with the Chamber of Commerce. Overall satisfaction of new businesses locating in Olivette rose 20%.
- **Spearheaded significant economic development** including rehab projects (204,000 sq. ft. Falcon Products building and 200,000 sq. ft. Firstar Mortgage service center) and new businesses (55,000 sq. ft. Murphy Company headquarters, 14,000 sq. ft. Helmkampf Construction headquarters, 15,000 sq. ft. Renaissance Financial headquarters, and 30,000 sq. ft. floral distribution warehouse).
- **Built an industrial connector street** joining two industrial parks that had been on the drawing board for 30 years. Rebuilt 41 private subdivisions streets costing over $3M by utilizing Neighborhood Improvement District (NID) bonds. New home construction rose because of this project.
- **Fostered a strong relationship with the business community** by initiating business retention meetings with key businesses, hosting business appreciation outings, and improving relations with the Chamber of Commerce. Overall satisfaction of new businesses locating in Olivette rose 20%.
- **Developed innovative ways to achieve goals**, e.g., applying for and capturing a $669,000 grant for a bike trail to encircle city and connect all city parks.
- **Property values rose** 40% during tenure and development increased 480% over last three years.

Director of Economic Development, City of Collinsville, Illinois (October 1991 to January 1997)

Position Profile: Collinsville is a growing community of 25,000 residents located near St. Louis. Home of Gateway Convention Center, a hospitality district with over 1,000 hotel rooms, and Fairmount Horse Race Track, the city had a $24.4 million budget in FY 1996, an active $5.2 million Tax Increment Financing (TIF) redevelopment area, 126 full-time employees, and 45 part-time employees. The city provided water and sewer utilities. I served as Economic Development Director, Budget Officer, TIF Administrator, Planning Commission Liaison, and for nine months as the City's Interim City Manager.

Major Accomplishments in Collinsville:

- **Increased sales tax revenue by 25%** using incentives to attract businesses and working closely with convention center and tourism industry to improve hospitality district.
- **Started City's first economic development office.** Assembled site locations and database. Built relationships with real estate community, convention center, regional economic development agencies, and site selectors. Negotiated TIF incentives and was main contact for all development.
- **Developed business retention and expansion program** and received Illinois Department of Economic Development grant to conduct survey and provide instructional training seminars for fifty community volunteers. Improved relationships with the City's largest businesses.
- **Coordinated economic development planning retreats** bringing constituents of the city, regional economic development agencies, school, and county together for long-range planning of the community's economic future. The end product was the passage of an ordinance to re-zone **1,500 acres into a business park specifying design guidelines.**
- **Located four hotels,** adding over 500 rooms to hospitality district.
- Facilitated **annexation of the 861-acre Cahokia Mounds** – largest archeological site in N. America.

PROFESSIONAL INVOLVEMENT AND INTERESTS

- International City/County Management Association – Credentialed Manager since inception (2002)
- Arizona City Management Association – Board Member, 2004-2007
- Maricopa Association of Governments – Management Board Member, 2002-2007
- Valley Leadership Board of Directors, 2010
- Greater Phoenix Economic Council – Board Member, 2003-2007
- International Economic Development Council since 1998 – CEcD since 1999
- National Association of Industrial and Office Properties since 2008
- Enjoy playing music and golfing

EDUCATION

GRADUATE STUDY — **MASTERS OF PUBLIC ADMINSTRATION**

School:	Southern Illinois University, Edwardsville, IL
Graduated:	March 1990
Emphasis:	Municipal Administration, Economic Development
Honors:	Dr. Leo Cohen Urban Management Award

UNDERGRADUATE STUDY — **BACHELOR OF SCIENCE DEGREE**

School:	Southern Illinois University, Carbondale, IL
Graduated:	May 1988
Major:	Administration of Justice
Emphasis:	General Business Administration, Political Science
Honors:	Four-time appearance on Dean's list

CONTINUING EDUCATION AND LEADERSHIP PROGRAMS

VALLEY LEADERSHIP CLASS XXVI

Description:	A yearlong leadership class that develops citizen leaders for the Phoenix region. Monthly classes emphasize a better understanding of the metropolitan area including art, education, homelessness and correctional programs.
Dates:	September 2004 to June 2005

HARVARD UNIVERSITY

Description:	A month-long program for senior executives in state and local government held in Cambridge, Massachusetts and focusing on negotiations, crisis management and overall management principles.
Dates:	July 2004

ECONOMIC DEVELOPMENT INSTITUTE

Description:	The University of Oklahoma's week-long immersion over a three-year period to learn all aspects of economic development, including marketing, financing and business attraction; held in Indianapolis requiring a thesis for graduation. This is the precursor to becoming a Certified Economic Developer (CEcD).
Dates:	April 1995, April 1996, April 1997

ATTACHMENT - IPM Resume – Deanna Pickering:

Deanna Pickering, Esq.
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Mobile (602) 684-7955
Email deannapickering@cox.net
Member of Arizona Bar since 1993

EXECUTIVE SUMMARY

Experienced general counsel with broad, high-level in-house counsel experience, specializing in growing tech companies and municipal services. Effective at balancing legal requirements against the needs of the organization, ensuring strong business performance in compliance with applicable laws and regulations.

PROFESSIONAL EXPERIENCE

Interim Public Management, LLC — **General Counsel**
Fountain Hills, Arizona
August 2010 to present
Interim Public Management presents a turnkey solution that addresses the immediate management needs of local government and public organizations by providing seasoned interim city, town and county managers, and department directors to great organizations.

Notable Accomplishments:

- Drafted and maintain key dynamic form agreements for use with municipality clients and individual associates
- Serve as a valued advisor to the executive team and routinely advise on legal matters
- Routinely, successfully negotiate with municipalities to reach win-win agreements for interim services engagements
- Ensure company compliance with statutes and regulations, resulting in zero violations

Infusion Software, Inc. — **General Counsel**
Chandler, Arizona — **Member of Executive Team**
May 2014 to present
Infusion Software (Infusionsoft) is leading the modern small business success movement. Unlike other software providers, Infusionsoft is solely focused on small business and provides one powerful sales and marketing solution. Combining CRM, marketing automation, and e-commerce and payments solutions with a vibrant marketplace of apps, integrations and partners, Infusionsoft helps small businesses scale their sales and marketing and accelerate growth.

Notable Accomplishments:

- Manage outside counsel relationships with Fenwick & West, Littler Mendelson, and specialty, out-of-state, and foreign firms as needed
- Serve as a valued advisor to and, since June 2016, member of the executive team
- Routinely advise the Board of Directors, department heads and other managers on legal matters

- Supervise small legal staff, keeping legal costs well below market, and serve as a senior leader for finance, legal & accounting group within the company
- Handled in-house legal work and company-wide due diligence effort for $55 million investment round, contributing significant work product and coordinating work from outside counsel and management
- Resolved approximately five litigation matters to client's satisfaction; kept litigation to minimal levels through proactive intervention, win-win approach to negotiation of disputes, and strong legal connection with management at all levels
- Manage corporate presence in Delaware, Utah and Arizona
- Manage legal and administrative aspects of stock option plan
- Handled legal aspects of several debt restructuring transactions, including due diligence reviews as well as negotiation of and compliance with complex debt and security agreements
- Partner with human resources leadership daily to proactively address compliance and evangelize best practices to management, and to employment agreements and related documentation
- Led annual priority that increased compliance awareness of employee base and leadership
- Spearheaded reduction-in-force action in the U.S., ensuring compliance with applicable processes and regulations and no litigation
- Ensure company compliance with statutes and regulations

Lumension Security, Inc. **Vice President, General Counsel**
Scottsdale, Arizona **Vice President, Corporate Counsel**
August 2008 to present

Lumension Security, Inc. is a global leader in endpoint management and security, developing, integrating and marketing security software solutions. Headquartered in Scottsdale, Arizona, Lumension has operations worldwide, including Ireland, Luxembourg, Singapore, the United Kingdom, Australia and numerous U.S. locations. Generalist responsible for managing outside counsel, contract preparation and negotiation, corporate governance, commercial leases, licensing and intellectual property, mergers and acquisitions, compensation and compliance.

Notable Accomplishments:

- Manage outside counsel relationships with DLA Piper, Snell & Wilmer, Littler Mendelson, Greenberg Traurig and specialty, out-of-state and foreign firms as needed
- Serve as a valued advisor to the executive team and routinely advise the Board of Directors, department heads and other managers on legal matters
- Routinely, successfully negotiate with Fortune 100 companies, such as Dell, Microsoft and Hewlett-Packard, protecting company interests and gaining competitive advantages in coordination with business owners
- Draft, negotiate, approve and manage well over 100 agreements per year with vendors, partners and customers, supporting domestic and international operations
- Collaborate with executive team to evaluate twelve potential M&A transactions, completing three, as well as vendor purchases and finance and client agreements

- Handled company-wide "due diligence" response to 2,000-item diligence list, contributing significant work product and coordinating responses from management
- Resolved approximately 10 pre-existing litigation matters to client's satisfaction
- Manage corporations in Delaware, Luxembourg, Ireland, the UK and Singapore
- Standardized annual meeting and shareholder vote processes for complicated ownership structure
- Completed comprehensive Rule 506/701 options compliance analysis dating to 1999
- Created stock option and restricted stock plans and associated processes and forms
- Helped negotiate real property leases and sub-leases in Arizona, Utah, Florida, Texas, Pennsylvania, and Virginia, as well as Ireland, Luxembourg, Singapore and the UK
- Negotiated agreements for build-out of corporate headquarters in Scottsdale
- Manage and negotiate all major technology (OEM) partner licensing agreements, resulting in millions in revenues
- Strategized and collaborated with outside counsel in patent infringement lawsuit, re-examination and settlement; netted license fees of 6% of annual company revenues
- Draft executive employment bonus plans, employment agreements and amendments, working with outside counsel to remedy possible tax issues
- Spearheaded reduction-in-force planning in the U.S., Luxembourg and Ireland, ensuring compliance with applicable processes and regulations and no litigation
- Create and deliver contracts training to sales staff and company managers, improving negotiation and compliance abilities
- Ensure company compliance with statutes and regulations, including anti-bribery and industry-related issues such as exportation of encrypted software; zero violations

Pickering Law Office, PLLC **Managing Member**
Fountain Hills, Arizona
August 2007 to August 2008
Specialized practice with corporate/commercial business law focus. Key engagements included:

- Represented business founder in transition from employment paired with majority ownership of participating stock to retirement paired with minority ownership of dividend-producing non-voting stock
- Represented minority share owner in release and buyout transaction
- Represented engineer/inventor in negotiations with customer who requested product development and in strategy sessions with IP counsel regarding client's IP rights in product, helping client determine marketability of product
- Represented LLC owners through sale of interest to new partner and negotiating and papering the eventual buyout of that partner's interest
- Collected $40,000 owed pursuant to a business agreement
- Formed limited liability companies for several clients

Direct Alliance Corporation **Director, Business Development Services**
Tempe, Arizona **Corporate Counsel**
August 2004 to July 2007
Direct Alliance (now Revana) provides outsourced services, such as sales, marketing, customer analytics and order processing, for corporate clients. Its client base includes IBM, Toshiba, SAP,

Microsoft, Lenovo, Sony, Ricoh, Panasonic, Xerox, Polaroid, and Travelex. Formerly a subsidiary of Insight Enterprises, Inc., Direct Alliance was purchased by Denver-based TeleTech Holdings, Inc., a publicly held company with $1 billion in annual revenues, operating from 75 sites in 16 countries with more than 40,000 employees, in 2006.

Legal Accomplishments:

- Structured, drafted and negotiated complex service agreements with all new and existing clients, and negotiated purchase, sale, financing and licensing agreements
- Extensively involved in transitioning Direct Alliance's IBM sales program constituting 40% of Direct Alliance's business, and the governing agreement, into two programs (and two agreements) upon IBM's sale of its PC division to Lenovo
- Resolved disputes with customers, suppliers and employees; as a result, the company was not sued during my tenure
- Served *ad hoc* as facilitator for highly successful executive retreat and strategy session that ultimately led to sale of company to TeleTech
- Drafted all commission and bonus compensation plans, including sales, non-sales, manager- and director-level plans; approximately 30 plans in total

Business Development Accomplishments:

- Wrote proposals and negotiated with prospective clients SAP, Panasonic and Travelex, for the company's business process outsourcing services, resulting in a 33% increase in clients
- Structured pricing and participated in operational and financial assessments of proposed new client deals and existing client renewals
- Prepared submissions for industry honors and awards, winning a ranking in Fortune magazine as one of the top 100 global outsourcers for 2006

Insight Enterprises, Inc. — **Vice President, General Counsel**
Tempe, Arizona — **Vice President, Associate General Counsel**
May 1994 to August 2004 — **Director, Legal Counsel**
Legal Counsel

Insight is a Fortune 500 technology solutions provider with subsidiaries operating in the US, Canada and the United Kingdom. Originally privately held with 200 employees, Insight engaged in an Initial Public Offering in January 1995 and is traded on the NASDAQ market exchange. Responsible for creating the legal department; served as lead in-house counsel through tremendous growth, from $200 million to $2.9 billion in annual revenues and from 250 to 4,400 employees.

Notable Accomplishments:

- Founded and managed department, meeting growing and constantly changing organizational needs while keeping expenditures to a minimum
- Worked with outside advisors to effect Initial Public Offering, two secondary offerings and several 3:2 stock splits for Delaware parent corporation
- Executive Steering Committee member, 1998 – 2002

- Routinely negotiated with Fortune 50 and Global 100 companies, such as IBM, Microsoft, Toshiba, Hewlett-Packard, Cisco, 3COM and Sony, protecting company interests and gaining competitive advantages in coordination with business owners
- Formed, merged, dissolved and managed dozens of corporations in Arizona, Delaware and Indiana
- Reviewed and revised SEC filings such as Forms 10-Q, 10-K and 8-K, registration statements and proxy statements, as well as NASDAQ filings, in coordination with finance team and outside counsel
- Created stock option plans, restricted stock plan, and associated processes and forms
- Created and oversaw enforcement of stock trading policies and procedures
- Negotiated, approved and managed all US real property leases, covering approximately 20 different facilities
- Aided in mediating to a favorable settlement for a $1 million software license agreement breached by vendor
- Structured, negotiated and drafted agreements for six acquisitions, including four international acquisitions and two acquisitions of publicly held companies (one in the U.K.); ensured favorable business terms as well as protection of company interests
- Performed legal due diligence examinations of 10 to 15 completed and aborted acquisition targets, ensuring protection of company interests
- Drafted more than 50 commission and bonus compensation plans in total, including sales, sales and support manager, and director-level plans
- Created and policed contracts review and approval policies and processes, spurring a transition of company culture to involve legal department in contract matters

EDUCATION

UNIVERSITY OF TULSA COLLEGE OF LAW
Tulsa, Oklahoma; Juris Doctor, 1993

Honors and activities:

- Dean's Honor Roll
- Full tuition merit scholarship recipient
- Sole student TU Legal Clinic Advisory Board member, 1992-1993

OKLAHOMA STATE UNIVERSITY
Stillwater, Oklahoma; Bachelor of Arts with Honors, 1990, Political Science major

Honors and activities:

- President's Honor Roll
- University Scholarship recipient
- President, Phi Alpha Delta pre-law fraternity, local chapter, 1989-1990

PROFESSIONAL HONORS, COMMUNITY ACTIVITIES AND INTERESTS

- Arizona Corporate Counsel Award finalist, Private Company category, January 2014
- Nominee, Direct Alliance Senior Manager/Director of the Year, 2005 and 2006
- Mentor, Direct Alliance Mentor and Protégé Program, 2006

- Insight Toastmasters; served as President and VP Education; received Competent Toastmaster (CTM) designation; 1994-1996
- The Pajama Project (non-profit); President, Secretary and Director; 2000-2005
- Arizona 3-Day 60-mile walk for breast cancer treatment and research, 2005 and 2006
- Rock 'n' Roll Arizona half-marathon, 2007 and 2008
- Monthly book club, 1999-present
- Enjoy travel, vegetable gardening and spending time with my family and pets

REFERENCES

Available upon request

ATTACHMENT - IPM Resume – Gene Martel:

Gene Martel
IPM Associate
623.986.6148
gene@ipmaz.com

Summary:

Nearly 40 years of Information Technology and management experience in both the private and public sectors - with the majority of that experience coming from the deployment and oversight of government technology solutions, programs and services.

A seasoned professional capable of satisfying an organization's objectives in any relevant consultative, executive, management, business operations or technical role for which my background and experience is applicable. I am committed to the process of making organizations work more effectively and efficiently through the use of "smart technologies" and sound business management practices.

Professional Experience:

Interim Public Management (IPM) **Fountain Hills, AZ**	***May 2013 to Present***
Associate As an Associate with Interim Public Management (IPM) I am part of a team of professional executive level managers ready to fulfill interim staffing needs for Arizona's municipal government entities. Interim Public Management presents a turnkey solution that addresses the immediate management needs of local government and public organizations by providing seasoned interim city, town and village managers, executives and directors to great organizations – turning turmoil into tranquility. When on an engagement, I serve local municipalities in the capacity of Interim IT Director or CIO. When not on an engagement, I provide IT support to IPM as well as assist in Associate recruiting and various areas of business administration and operations for the company. http://interimpublicmgmt.com/	

City of Page Arizona	***April 2016 to June 2016***
Interim IT Director As a contracted Associate with Interim Public Management I served as the City of Page's Interim Information Technology Director. The purpose of the engagement was to provide interim coverage in the wake of their recently retired IT Director. I managed the day to day operations of the department in addition to assisting the City in assessing its Information Technology needs, addressing and resolving pressing IT related issues and participating in the recruitment of a permanent IT Director. With full authority and accountability, this director level role had full participation on the City's Executive Management team. The duties and achievements of the role were as follows: • Management of the City's IT staff, resources, services and assets; • Management of the City's IT budget, expenditures and reconciliations; • Department reorganization and hiring of technical staff; • Assisting the City in the recruitment, selection and transition of a new permanent IT Director; • Created a full IT Assessment based upon extensive interviews with all departments;	

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Gene Martel
IPM Associate
623.986.6148
gene@ipmaz.com

City of Maricopa, Arizona	***December 2013 to September 2014***

Interim Chief Information Officer
As an associate with Interim Public Management (IPM), served as the City of Maricopa's Interim Chief Information Officer (CIO). The purpose of the engagement was to assist the City in restructuring its Information Technology (IT) department and to participate in the selection of a permanent CIO. The directives were to stabilize the infrastructure, reorganize staff, and begin implementation of recommendations outlined in an IT audit conducted earlier in 2013.

With full authority and accountability, this director level role had full participation on the City's Executive Management team. The duties and achievements of the role were as follows:

- Management of the City's IT staff, resources, services and assets;
- Management of the City's IT budget, expenditures and reconciliations;
- Assisting City Council members in the selection and utilization of various technology resources;
- Presentations before the City Council for the annual budget, as well as obtaining funding for critical infrastructure upgrades;
- Department reorganization and hiring of technical staff;
- Assisting the City in the recruitment, selection and transition of a new permanent CIO;
- Oversight of the telecommunications build-out and workstation deployment for the City's new $20 million recreational facility;
- Oversight of the relocation of the city's core network to its new city hall location;
- Oversight of the implementation of various public safety technology services and initiatives to support the fire and police departments;
- Participated in the RFP development for, and evaluation of a new electronic permitting and plan review system;
- Establishment of an Information Technology Steering Committee to identify and prioritize the City's major IT initiatives;
- Consolidation/elimination and realignment of all network circuits provided by telecommunications carriers;

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Gene Martel
IPM Associate
623.986.6148
gene@ipmaz.com

Town of Oro Valley, Arizona	***May 2013 to September 2013***

Interim Director of Technology
As an associate with IPM, I served as the Town's Interim Director of Technology. The purpose of the assignment was to assist the Town in the transition of its Information Technology (IT) department.

With full authority and accountability, the role assumed all duties and responsibilities of the permanent IT Director - including full participation on the Town's Executive Leadership Team. The role encompassed the usual and customary duties of an IT Director for a municipality. This included, but was not limited to:

- Management and oversight of the Town's IT staff, IT resources, IT services and assets;
- Management and oversight of the Town's IT budget, expenditures and reconciliations;
- Providing extensive reporting, research, analysis and policy guidance to the Town Management and Town Council in support of the Town's objectives;
- Assisting Town Council members in the selection and utilization of various technology resources;
- Assisting the Town in the recruitment, selection and transition of the new permanent IT Director;
- Development and delivery of a Strategic Recommendations document identifying key areas of focus in support of the continued transition.

State of Arizona - Arizona Registrar of Contractors (ROC), Phoenix Arizona	***June 2006 to January 2012***

Assistant Director - Technology
As a member of the agency's Executive Management Team, directed approximately 11 in-house staff as well as provided oversight and direction to several vendors that provided supplemental technology services to the agency. My division provided all computing and technology services used by the agency. This included computing and application development services, telephony, call center operations, desktop support, LAN services, telecommunications services and customer support.

During the period from August 2009 through October of 2010 in addition to the oversight role of the Technology division, I provided oversight for the agency's Licensing and Compliance divisions - overseeing approximately 80 total staff.

State of Arizona - Government Information Technology Agency (GITA), Phoenix Arizona	***October 2000 to June 2006***

State Web Portal Manager and Digital Government Services Manager
Directly responsible for the implementation of Arizona's first web portal, and the many infrastructure services necessary to support Arizona's e-government initiatives.

Under the portal initiative I provided strategic direction as well as critical oversight and coordination for the implementation of several high profile agency applications and e-government services. This included such services as the centralized credit card processing system and the Common Licensing System (CLS) for Arizona's regulatory agencies.

This document is proprietary information of Interim Public Management, LLC.

Gene Martel
IPM Associate
623.986.6148
gene@ipmaz.com

Specific Work Experience (Continued):

State of Washington Department of Information Services (DIS), Olympia WA	***June 1998 to September 2000***
Customer Services Manager for Digital Government Strategies This role had the following responsibilities: • @ccess Washington (Internet Portal) Operations Manager; • Inside Washington (Intranet Portal) Operations Manager; • Electronic Payments Project Manager; • Project Manager for various web development efforts that relate to Digital Government; • Marketing of Digital Government Services (performing presentations at seminars and various Special Interest Groups (SIG) forums).	

State of Washington Department of Information Services (DIS), Olympia WA	***January 1996 to June 1998***
Washington Information Network Kiosk System Administrator Managed the technical operations, implementation, relocations and application integration of a network of 48 kiosks strategically placed around the state of Washington. These kiosks provided government information and services to citizens from such locations as malls, shopping centers, grocery stores, and transit terminals. Such services included the sale of hunting and fishing licenses, job searches, transit information, voter registrations and health and education information.	

State of Washington Department of Information Services (DIS), Olympia WA	***October 1986 to December 1995***
Computer Information Systems Specialist This role had the following responsibilities: • Installed and maintained operating system software for Unisys 1100/2200 platforms; • Worked with customer agencies on the integration of mainframe systems with client server based systems; • Developed various applications in support of internal data center operations.	

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Gene Martel
IPM Associate
623.986.6148
gene@ipmaz.com

Education:

1975 - 1980:
Pursued studies in Computer Science and Engineering at the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana). Resigned from the program after satisfying sufficient requirements for the Associates Degree and receiving all but 12 credit hours towards satisfying the Bachelor of Science Degree.

1980 - Present:
- **Unisys Corporation** - Technical training in support of Unisys mainframe systems;
- **IBM Corporation** - Technical training in support of IBM kiosk systems;
- **Advance Research Corporation** - Technical training in network fundamentals;
- **State of Washington** - Various management and career development training;
- **State of Arizona** - Various management and career development training.

Personal Interests & Notables:

- Woodworking, Automotive and Small Engine Repair, Computing, Electronic and Electrical projects, Home Improvement and Repair, Freshwater Fishing, Golf, and Photography.
- Supporting local, national and international charities and organizations. This includes bookkeeping for various religious and other charitable organizations.
- Financial markets analysis and investing;

Residency:

- Resides in Phoenix Arizona metropolitan area since November of 2000.

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7. Detail Responses to the Evaluation Criteria

Detail responses to the Evaluation Criteria: Please include detailed information addressing the evaluation criteria as defined in the "Special Terms and Conditions," Pages 11 - 15.

Organization/Company Capacity, Qualifications and Experience, especially with local governments providing similar consultant services.	**25 points**
History of past performance (within past five [5] years), and qualifications of various professional administrative services to include recommendations of past and existing clients. Please note if previous experience with the City of Maricopa.	**25 points**
Cost/Fee	**35 points**
Overall conformance for Request for Statement of Qualifications (RSOQ) including proposal format and required responses.	**15 points**

Organization/Company Capacity, Qualifications and Experience

Over the past five years, Interim Public Management, LLC (IPM) has provided numerous executive level interims to cities and counties here in Arizona and has become the largest provider of local government interim executive-level staffing in the state. We have provided Interim Planners, Assistant Development Directors, City Managers, IT Directors, Community Services Directors, Assistants to the City Manager, Development Services Directors, Economic Development Directors, and Finance Directors – and that is just for the City of Maricopa.

In addition, we have provided Public Works Directors, City Engineers (not including stamping), Human Resource Directors, Parks and Recreation Directors, Police Directors, City Clerks, Procurement Officers, Graphic Artists, Building Officials, Facilities Managers, and Risk Managers to our other City and County clients throughout the state. Almost all of IPM's Associates have years of experience performing their particular role in Arizona local governments. Most IPM Associates have 20-plus years of service and impeccable reputations in our State. Because our Interim Department Directors have vast Arizona experience, they are intimately familiar with state services, laws, regulations, and agencies such as DPS, Arizona Department of Revenue and ADOT, and often bring long-term relationships for the betterment of Maricopa.

IPM has had very few issues completing the length of 15 Maricopa-IPM engagements. IPM has served about 33% of the 91 Arizona Cities and 25% of the 15 Arizona Counties, and that list continues to grow. Large, small, and medium-sized cities have utilized IPM services

throughout the state, as indicated by the number and type of engagements listed in Section 6 a (Experience). The following table outlines the approximate number of IPM Associates in the categories listed as well as the number of times we have provided this type of service to our clients. This will hopefully convey the depth of experience IPM offers to solve Maricopa's interim needs.

TYPE OF IPM ASSOCIATE	NUMBER OF EXCLUSIVE IPM ASSOCIATES PER CATEGORY	APPROX. NUMBER OF TIMES IPM PROVIDED TYPE OF ASSOCIATE TO A CLIENT
City Engineer	**~ 11**	**3**
Public Information Officer	**~ 2**	**1**
Public Works Director	**~ 10**	**7**
Senior Planner	**~ 9**	**4**
Human Resource Directors	**~ 11**	**5**
Economic Development Directors	**~ 8**	**4**
Information Technology Directors	**~ 5**	**5**
Parks and Recreation Directors	**~ 6**	**1**
Public Safety Director, Police	**~ 14**	**4**
Fire Chiefs	**~ 4**	**0**
Finance Directors	**~ 15**	**13**
City Clerk	**~ 8**	**4**
City Managers	**~ 15**	**9**
Assistant City Managers	**~ 9**	**2**
Procurement Officers	**~ 3**	**2**
Building Officials	**~ 3**	**2**
Facilities Managers	**~ 4**	**1**
Development Services Director	**~ 9**	**3**
Community Services Director	**~ 4**	**1**
Library Director	**~ 3**	**0**
Zoning Administrator	**~ 9**	**0**

In addition to the previous list, IPM has a Water Superintendent, a Risk Manager, a Housing Director, and a City Attorney Associate.

It should be noted that our Associates are not available through other staffing companies, as we have exclusivity and confidentiality agreements in place with them. This eliminates the awkward situation of two companies trying to provide the same person. Furthermore, IPM's policy is to not contract with Associates that are current municipal employees. Finally, this list is organic and is ever growing as Associates are added to our team on a regular basis.

History of Past Performance and Existing and Past Client Recommendations

Many of IPM's clients repeatedly use its services. The City of Maricopa has used IPM 15 times, Coconino County seven times, the City of Sierra Vista six times, the Town of Tusayan four times, and many others, which is a testament to the level of service provided by IPM. From Tucson to Tusayan, cities know that if they need a quality interim executive level Associate, they should call IPM to quickly fill the need.

IPM takes client feedback seriously; in 2016, we began conducting online surveys with clients for which engagements had just completed. Surveys help IPM assess our performance on a given engagement and assist us in determining if adjustments need to be made in any of our service areas. The results are as follows:

- SCORE 90% (27/30) - Please rank your overall satisfaction with the IPM Associate assigned to your Engagement
- SCORE: 96% (24/25) - How would you rank your overall experience with IPM?
- SCORE: 100% (25/25) - How would you rank IPM's speed and ease to work with?
- SCORE: 100% (25/25) - Would you recommend IPM to a friend or colleague?

Attached you will find various letters and emails conveying IPM clients' satisfaction with our services.

Cost

IPM pays close attention to the cost of its services, as we understand the budget constraints that Arizona local governments face. One of the most important policies that IPM upholds is if an IPM Associate doesn't work the full work schedule for whatever reason as agreed under the particular Schedule, the City's cost is prorated down accordingly. Also, the City pays no direct benefits to IPM employees. The search, administrative and onboarding process take little to no City staff time, saving valuable City resources. All legal, payroll, insurance, taxes, marketing, promotion, training, vehicle, banking, and other recruitment costs are borne by IPM. In addition, because many IPM Associates live nearby, the City of Maricopa typically isn't charged for customary travel and lodging expenses. A final cost consideration is that the City

is not responsible for holiday, vacation, and training days, which typically increase cost and reduce productivity that can be expected of City employees.

The flexibility, speed and ease involved in bringing on or letting go an IPM Associate reduces the City's risk in situations such as economic downturns, the ability to use the resource only when a leadership vacuum exists, and having more control over the City's largest expenditure – personnel cost – make it easy to understand why local government are Uberizing their workforce to some extent.

The Fee schedule in Attachment A is self-explanatory.

Overall Conformance for Request for Statement of Qualifications (RSOQ)

It is the Offeror's understanding that all components of the Vendor Submittal Checklist have been satisfied.

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Client Letters

Chino Valley

July 16th, 2012

Tim Pickering, President and CEO
Interim Public Management, LLC
16868 N. Stoneridge Ct
Fountain Hills, AZ 85268

Dear Tim,

On behalf of the citizens of Chino Valley, I wish to thank you for providing outstanding service in the form of an interim Town Manager for our community. Every time I contacted your company, you were readily available and quick to respond, and you didn't mind answering all my questions.

When we lost our town manager, we contacted you with a short list of our requirements. The three candidates you provided for us were all outstanding, and the only difficult part was choosing which one to select. Your price was reasonable, and you saved us the grief of a long and involved selection process. Thank you for understanding the urgency of our situation and getting the candidates to us so quickly. In fact, I think it was only two weeks from our first communication until we were doing the interviews. I only wish all processes in government were as easy.

One of the great things about your company is the "Try before you buy" approach. We had plenty of time to assess the interim manager's skill sets before we notified you that we wanted to hire him on as a permanent employee.

I would be happy to recommend your company to any municipality needing an interim town manager or department director. Please feel free to have them contact me if they have any questions.

Sincerely,

Chris Marley, Mayor of the Town of Chino Valley, Arizona

Gila County

From an email from Gila County Manager, Don McDaniel, regarding one of Interim Public Management's Associates:

I just wanted to touch base regarding your Associate's engagement with us. As you likely already know, her last day with Gila County is tomorrow Wednesday November 2nd.

I must tell you she was exactly what we needed and worked out superbly. She was not only able to step right in and assume the duties of running the day to day operation of our Finance Department, but was also very capable in working with the State Auditor General's Office and getting them the information they needed to complete our FY13 audit and begin our FY14, FY15 and FY16 audits.

An extra blessing she brought to us was her calm professional demeanor. It was precisely what was needed after the resignation of the former director and the usual office unrest that follows.

Thanks Tim for the service you provide and specifically for working with us in filling this critical position in Gila County.

I look forward to the pleasure of working with you again in the future.

Tusayan

Letter from Tusayan (AZ) Mayor Greg Bryan

TUSAYAN

This letter is to share our experience with Mr. **Tim Pickering and his firm, Interim Public Management.** Since becoming Arizona's newest incorporated community earlier this year, we have struggled with trying to set up our new Town's infrastructure. We finally were put in touch with Interim Public Management and have found a wonderful resource in getting **professional guidance** from a team that has the experience to give that advice.Since the first day we met with them, IPM has responded to each of our needs in a prompt and professional manner. Their guidance has helped us to focus on the things that truly matter as a new municipality and avoid many of the expensive pitfalls we had been stumbling through with out their help while searching for a full-time Manager. We have been able to significantly reduce our legal fees as they bring their broad experience in running town governments to our decision-making process. Their professional presentations and handling of projects have taken a great deal of workload off of our unpaid Council, while moving things forward in a more timely and productive process. The end result has given all of us a better sense of what is not only expected of our Council, but what is possible through good planning and professional guidance.Based upon our experience with Tim Pickering, Interim Public Management and its team, we would happily recommend their services in filling in while you look for long term management.

Respectfully,

Greg Bryan

Youngtown

Town of Youngtown
12030 Clubhouse Square
Youngtown, Arizona 85363

January 20, 2012

Tim Pickering, President & CEO
Interim Public Management, LLC
16868 N. Stoneridge Court
Fountain Hills, AZ 85268

Dear Tim:

Interim Public Management provides a unique service in Arizona by having seasoned municipal management rapidly available for assignment.

As a recent consumer of these services, I appreciate the sense of urgency that IPM showed in filling my economic development management requirements. Your service gave me the opportunity to launch into various avenues of economic development and business retention quickly and efficiently.

Every time I sought information through a phone call or email, I received a prompt response. IPM provided a service that was fast, targeted and stayed within my budget constraints.

Thank you for being attentive with your fabulous stable of management thoroughbreds.

Sincerely,

Lloyce Robinson
Town Manager

OFFICE OF THE TOWN MANAGER

Town Hall: 623/933-8286 Public Safety: 623/974-3665 Court: 623/972-8226 Fax: 623/933-5951 TDD: 623/974-3665

Maricopa

CITY OF MARICOPA
Proud History. Promising Future.

39700 W. Civic Center Plaza
Maricopa, AZ 85138
Ph: 520.568.9098
Fx: 520.568.9120
www.maricopa-az.gov

September 8, 2014

To Whom it May Concern,

This letter is to recommend Gene Martel for any position he may apply for in government information technology administration. On December 2, 2013, Gene Martel was hired as Interim Chief Information Officer for the City of Maricopa. Gene was given three directives; stabilize the IT infrastructure and network, hire a permanent staff, and implement the recommendations of the City's recently completed IT audit. On first review of the department, Gene was faced with network capacity issues, a highly decentralized and tenuous public safety communications network, and the loss of the manager overseeing our three temporary IT employees.

Gene was unfazed! He evaluated the infrastructure needs and quickly brought forward solutions to consolidate the networks and replace key components. Gene rallied the remaining staff and quickly set out to bring on additional permanent staff. At the same time, Gene began meeting with other directors to evaluate their needs and provide them with a level of customer service they had never experienced. The list of Gene's accomplishment is too long to detail here, but I can say that Gene took on an IT department that was malfunctioning, and turned it around to an IT department that was efficient and effective, with a well trained staff.

Gene played an even larger role for the City of Maricopa than just IT. As Interim Director, Gene participated in our Council strategic planning sessions, our budget development process, and in the selection process for the City Manager. Gene is just as comfortable explaining a backup system to Council members or brainstorming IT solutions with directors, as he is with problem solving with his network administrator or negotiating with vendors.

Based on my experience, I find that Gene has a balance of IT knowledge and experience, as well as leadership ability, interpersonal relationship skills, and a sense of team that makes him a rare find. Gene is an articulate, insightful, and compassionate government professional whose only goal is to better the organization that he services.

Sincerely,

Gregory E. Rose
City Manager

Oro Valley

Finance Department

September 27, 2013

To Whom It May Concern:

I have had the very good fortune to work with Gene Martel in his role as Interim Information Technology (IT) Director for the Town of Oro Valley from May 21, 2013 through September 27, 2013.

When our former IT Director left our organization, Mr. Martel was chosen to lead our IT Department during the interim period while the Town conducted a formal recruitment for a replacement IT Director. The Town benefitted immensely from his years of multi-faceted experience in the government technology field. He has tremendous leadership qualities and served as a knowledgeable resource to both the IT team of employees and the Executive Leadership Team of the Town.

In his role as Interim IT Director, he evaluated the overall status of our IT Department, from the type of technology we were using to the allocation of personnel resources within the department. He solicited valuable feedback from the IT employees in the preparation of a strengths, weaknesses, opportunities and threats (SWOT) analysis that proved very valuable to me as a resource to guide important changes for the future of our IT Department. Not only did Mr. Martel provide a much needed leadership presence to our IT organization, he also provided hands-on assistance with resolving help desk requests during his tenure with the Town.

Mr. Martel's keen attention to detail, initiative and work ethic were highly valued characteristics in his position with the Town. He is probably one of the most organized individuals I have ever met, and his customer service and multi-tasking skills are second to none. During his tenure, Mr. Martel often worked after hours, early mornings and on weekends to complete assignments that were on deadline and assist the IT staff with system issues that arose. In addition, he played a key role in our successful search for a new IT Director by helping us screen the applications and serving on the interview panel.

It is with the highest admiration that I provide this recommendation and am confident that Mr. Martel will exceed any expectations placed upon him wherever he may choose to serve.

Sincerely,

Stacey Lemos

Stacey Lemos, CPA
Finance Director

Caring for our heritage, our community, our future.

www.orovalleyaz.gov
11000 N. La Cañada Drive • Oro Valley, Arizona 85737
phone: (520) 229-4700 • fax: (520) 297-0428

RSOQ #17-CM09272016 VARIOUS PROFESSIONAL EXECUTIVE DIRECTOR LEVEL CONSULTING SERVICE(S)
Vendor Submittal Checklist

✓	Offer Sheet, Signed
✓	Table of Contents
✓	Letter of Transmittal, Signed (limit to 2 pages)
✓	Offeror Overview (limit to 4 pages)
✓	Experience (limit to 4 pages)
✓	Detail response to the Evaluation Criteria (page 12)
✓	References and contact information
✓	Disclosures of Conflict of Interest
✓	Substitute W-9 Form completed (Attachment C)
✓	License Copies – if applicable. (this is referenced in the Vendor Questionnaire section in Attachment B)
✓	Cost Summary - Proposed Fee Schedule (Attachment A)
✓	Debarment/Suspension Documentation (if applicable)
✓	Participation if Boycott of Israel (Attachment D)

8. References

IPM Client References City of Maricopa RSOQ # 17-CM09272016, December 7, 2016	
Client	City of Goodyear, Arizona
Address	190 N Litchfield Rd., Goodyear, AZ 85338
Contact	Brian Dalke, City Manager, (623) 882-7070, brian.dalke@goodyearaz.gov
Services Provided	Interim Development Services Director, Interim Finance Director

Client	City of Surprise, Arizona
Address	16000 N Civic Center Plaza, Surprise, AZ 85374
Contact	Bob Wingenroth, City Manager, (623) 222-1100, bob.wingenroth@surpriseaz.gov
Services Provided	Interim Planning Consultant

Client	City of Winslow, Arizona
Address	21 Williamson Ave., Winslow, AZ 86047
Contact	Stephen Pauken, City Manager, (928) 289-1414 stephen.pauken@ci.winslow.az.us
Services Provided	Interim Police Director

Client	City of Sierra Vista, Arizona
Address	1011 N Coronado Dr., Sierra Vista, AZ 85635
Contact	Charles Potucek, City Manager, (520) 458-3315 charles.potucek@sierravistaaz.gov
Services Provided	Interim Human Resources Consultant, Interim Economic Development Director

Client	City of Casa Grande, Arizona
Address	510 E Florence Blvd., Casa Grande, AZ 85122
Contact	Larry Rains, City Manager, (520) 421-8600, larryr@casagrandeaz.gov
Services Provided	Interim Police Director, Interim Community Services Director

9. Disclosures of Conflict of Interest

IPM certifies that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8.

10. Substitute W-9 Form

Please refer to Attachment C for the Substitute W-9 Form.

11. Cost Summary/Fee Schedule - Proposed Fees/Compensation

Please refer to Attachment A for the Cost Summary/Fee Schedule - Proposed Fees/Compensation document.

Attachment A - Cost Summary/Fee Schedule

ATTACHMENT A
COST SUMMARY/FEE SCHEDULE
Vendor Offer / Signature

DISCLAIMER: Interim Public Management, LLC (IPM) has provided executive-level interim personnel (Associates) to Arizona municipalities since August of 2010. We have facilitated numerous client engagements during that time – more than 60 since 2014, as detailed in Section 6 (Experience). We have demonstrated our ability to provide the right Associate for the job at hand. It is important to realize that every situation is different and that each engagement must be evaluated individually so as to determine the appropriate Associate for the particular situation.

To that end, IPM's Fee Schedule will vary based upon the unique circumstances (factors) of an engagement. Such factors are determined through extensive discussions regarding the engagement are held with the City, and a Contract Amendment or Schedule for the engagement is negotiated between IPM and the City. Factors which contribute to these discussions include, but are not limited to, the duration of the engagement, work schedule, new regulations such as Prop. 206, location of the engagement, the urgency of placement, state of department, expected duration of engagement and willingness (or not) of the City to commit to a minimum engagement duration, size of department and organization, level of skill required for the engagement, travel and lodging considerations, as well as the general complexity of the engagement.

One example might be if the engagement is for a position of lesser responsibility, such as a Risk Manager, it would obviously not require a fee suitable for a department director position because the position does not require the skills and experience needed for the department director. Likewise, if the engagement is for the City Manager position, it likely would cost more than a department director position, as the skill levels needed are greater. IPM agrees with Section 11 of the Special Terms of Conditions that states Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred. For reasons stated above, each Contract Amendment shall be negotiated at the time the particular service is provided.

IPM Associates are trained, experienced professionals working in executive, administrative professional-level positions, and thus are exempt employees and typically are not paid hourly. IPM, for illustrative purposes only and for the purposes of this RSOQ, has provided an hourly rate for the various "Consultant Titles" in the format requested for the Fee Schedule. However, IPM does not provide hourly services. IPM provides interims to be in the seat, doing the job and leading departments, typically for a minimum of three months or more. IPM does not do hourly, piecemeal work; rather, we provide the satisfaction and peace of mind to our municipal clients that the situation is handled and the important and highly skilled job of managing a city or county department or division is in the hands of a highly skilled, Arizona government-experienced IPM Associate.

IPM charges weekly rates, and pricing will likely be adjusted based upon the aforementioned factors and stipulated in the subsequent Contract Amendment or Schedule to be negotiated between IPM and the City particular to that engagement. The fees shown relate to the most recent engagements between Offeror and City, including the agreed-to annual increase for 2017; also, for 2017 a 3.33% one-time increase has been added to offset costs to be incurred by Contractor due to the passage of Proposition 206.

Pursuant to the instructions in the RSOQ regarding submission of the Fee Schedule, and in conjunction with the aforementioned disclaimer, IPM submits the following Fee Schedule for comparative use only:

ATTACHMENT A
COST SUMMARY/FEE SCHEDULE
Vendor Offer / Signature

List labor rates per assigned personnel titles for Various Professional Executive Director Level Consulting Service Position Contractor(s) for the City of Maricopa describes as follows:

Key Consultant Level	Description of Service/Area of Expertise	ILLUSTRATIVE Hourly Rate/Weekly Amount Year 1 1/1/2017 – 12/31/2017	ILLUSTRATIVE Hourly Rate/Weekly Amount Year 2 1/1/2018 – 12/31/2018	ILLUSTRATIVE Hourly Rate/Weekly Amount Year 3 1/1/2019 – 12/31/2019
City Manager	City Manager	$110.69/$4,4427.48	$116.22/$4,648.86	$122.03/$4,881.30
Department Director	City Engineer, Human Resources, Finance, Economic Development, Police, Fire Chief, Development Services, Parks and Rec, City Clerk, IT Director, Assistant City Manager, Community Services, Planning, Library and Zoning Administrator	$99.44/$3,977.40	$104.41/$4,176.27	$109.63/$4,385.09
Other Professional	Building Official, Public Information Officer, Procurement Officer, Planner, and Facilities	$90.67/$3,626.77	$95.20/$3,808.11	$99.96/$3,998.51

	Manager			

*Note: Hourly rate schedule for years one (1) through three (3), including hourly rates, specialty rates, multipliers, etc. for the various classifications of personnel.
Please provide further applicable information if necessary on separate sheet of paper noted accordingly.

1. Optional Prompt Payment Discount, if offered: N/A %, Net Days
2. Tax Rate / Amount, as applicable: Included in Hourly and Weekly amounts shown in Fee Schedule, but federal income tax rate can be charged separately if desired by City (Note: this will not be used for sourcing decisions of the City).
3. Optional Comments or Notes, as necessary:
   N/A
4. Authorized Signatory/Offeror: Tim Pickering, President & CEO

Attachment B - Vendor Questionnaire

ATTACHMENT B
VENDOR QUESTIONNAIRE

Page 25 of 34
RSOQ # 17-CM09272016

Name of Firm: **Interim Public Management, LLC**	
Years in Business providing similar services: 6 Years – Incorporated 8/9/2010	
License No(s) and Type: #1515 City of Maricopa Business License; Arizona Corporation Commission LLC # L16199249 (Submit a copy with the proposal) See Attached	
Number of employees servicing this contract: Three, plus Associates as needed to perform interim services engagements as contracted with the City from time to time	
Verifiable References: Include the name, contact person, address and telephone number of five (5) firms or government organizations for whom similar services have been provided. References must be current, and should be relevant to the required services. Provide description of services provided and dates of service.	
Firm/Government Agency Name: City of Goodyear, Arizona	
Contact Person: Brian Dalke, City Manager	Phone: (623) 882-7070
Address: 190 N Litchfield Rd. Goodyear, AZ 85338	E-Mail Address: brian.dalke@goodyearaz.gov
Dates provided: See below	
Description of services provided: Interim Development Services Director 8.25.14 to 2.12.15; Interim Finance Director 3.21.16 to 6.10.16	
Firm/Government Agency Name: City of Surprise, Arizona	
Contact Person: Bob Wingenroth, City Manager	Phone: (623) 222-1100
Address: 16000 N Civic Center Plaza	E-Mail Address: bob.wingenroth@surpriseaz.gov

Surprise, AZ 85374	
Dates provided: 12.9.15 to present	
Description of services provided: Interim Planning Consultant	
Firm/Government Agency Name: City of Winslow, Arizona	
Contact Person: Stephen Pauken, City Manager	Phone: (928) 289-1414
Address: 21 Williamson Ave. Winslow, AZ 86047	E-Mail Address: stephen.pauken@ci.winslow.az.us
Dates provided: 8.1.16 to present	
Description of services provided: Interim Police Director	
Firm/Government Agency Name: City of Sierra Vista, Arizona	
Contact Person: Charles Potucek, City Manager	Phone: (520) 458-3315
Address: 1011 N Coronado Dr. Sierra Vista, AZ 85635	E-Mail Address: charles.potucek@sierravistaaz.gov
Dates provided: See below	
Description of services provided: Interim Human Resources Consultant 11.17.15 to 2.4.16; Interim Economic Development Director 3.6.14 to 8.6.14	
Firm/Government Agency Name: City of Casa Grande, Arizona	
Contact Person: Larry Rains, City Manager	Phone: (520) 421-8600
Address: 510 E Florence Blvd. Casa Grande, AZ 85122	E-Mail Address: larryr@casagrandeaz.gov
Dates provided: See below	
Description of services provided: Interim Police Director 12.15.14 to 1.15.16; Interim Community Services Director 7.14.16 to present	

Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name: N/A (IPM typically does not utilize subcontractors)	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
Subcontractor Contact Name: N/A (IPM typically does not utilize subcontractors)	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
IPM has been honored to provide interim services to the City of Maricopa over the last six years and we look forward to hopefully continuing the relationship.	
Debarment/Suspension Information: Has firm or any of its principals been debarred or suspended from contracting with any public entity?: _____Yes ___X__No If "Yes", provide in an attachment to this form the contact information for the public entity and state the reason for debarment or suspension, including the period of time for such debarment or suspension.	
Does your firm accept electronic payments through: Electronic Funds Transfer (EFT): __X___Yes _____No Automated Clearing House (ACH): _X____Yes _____No List any additional discounts that may result from paying electronically: _____% Discount	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: AMCO Insurance Company	
General/Contractor Liability: Zurich American Insurance Company	
Bonding: N/A	

IPM Licenses and Registrations – Arizona LLC (page 1)

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF ORGANIZATION

consisting of one pages, is a true and complete copy of the original of said document on file with this office for:

INTERIM PUBLIC MANAGEMENT, LLC
ACC file number: L-1619924-9

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: August 11, 2010.

Executive Director

By: Yvonne McFarlin
Yvonne McFarlin

IPM Licenses and Registrations – Arizona LLC (page 2)

AZ CORPORATION COMMISSION
FILED

AUG 09 2010

FILE NO. L-1199219

AZ Corp. Commission
03217074

ARTICLES OF ORGANIZATION

ARIZONA LIMITED LIABILITY COMPANY

1. The name of the organization is Interim Public Management, LLC.
2. The known place of business of the organization in Arizona is 16868 N. Stoneridge Court, Fountain Hills, AZ 85268.
3. The name and street address of the statutory agent in Arizona is Deanna Pickering, 16868 N. Stoneridge Court, Fountain Hills, AZ 85268.

Acceptance of Appointment by Statutory Agent:
I, Deanna Pickering, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Signature of Deanna Pickering, Statutory Agent

4. Purpose of this Limited Liability Company is to provide public management and related services.
5. The Limited Liability Company is perpetual and has no latest date of dissolution.
6. Management of the LLC is reserved to the members, all of which are set forth below:

Tim Pickering, 16868 N. Stoneridge Court, Fountain Hills, AZ 85268
Deanna Pickering, 16868 N. Stoneridge Court, Fountain Hills, AZ 85268

Executed this 6th day of August, 2010.

Executed by: _____
Tim Pickering

Phone: 480-577-0949
timpickering@cox.net

IPM Licenses and Registrations – Town of Fountain Hills Business License

POST IN A CONSPICUOUS PLACE

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268
(480) 816-5100

BUSINESS LICENSE
THIS LICENSE EXPIRES 08/31/2017

License Number 2977

Account Number: 571

Business Name: INTERIM PUBLIC MANAGEMENT, LLC
Mailing Address: 16868 N STONERIDGE COURT
FOUNTAIN HILLS AZ 85268

Physical Address: 16868 NORTH STONERIDGE COURT
FOUNTAIN HILLS AZ 85268

Nature of Business: CONSULTING

Date Issued: August 17, 2016

Beverly J Bender
Town Clerk

Total Paid: 35.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**

The portion below is for your records. Detach and file.

COPY ONLY

RECEIPT Please retain for your records	**Town of Fountain Hills** 16705 East Avenue of the Fountains Fountain Hills, AZ 85268 (480) 816-5100 **BUSINESS LICENSE** **THIS LICENSE EXPIRES 08/31/2017**	License Number 2977

Account Number: 571

Business Name: INTERIM PUBLIC MANAGEMENT, LLC
Mailing Address: 16868 N STONERIDGE COURT
FOUNTAIN HILLS AZ 85268

Physical Address: 16868 NORTH STONERIDGE COURT
FOUNTAIN HILLS AZ 85268

Nature of Business: CONSULTING

Date Issued: August 17, 2016

Beverly J Bender
Town Clerk

Total Paid: 35.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**

IPM Licenses and Registrations – City of Maricopa Business License

CITY OF MARICOPA
PROUD HISTORY - PROSPEROUS FUTURE

CITY OF MARICOPA
39700 W Civic Center Plaza
Maricopa, AZ 85138
(520) 316-6851

BUSINESS LICENSE

In accordance with the provisions of the City of Maricopa, a license is hereby granted to operate the business referenced below.

BUSINESS LOCATION: OUT OF TOWN BUSINESS

Type
SERVICE
CONSULTING

Number	**Issued**
1545	11/18/2015
License Fee	**Expires**
50.00	12/31/2016

INTERIM PUBLIC MANAGEMENT, LLC
16868 N. STONERIDGE COURT
FOUNTAIN HILLS, AZ 85268

BY: Valerie Rivera
City Clerk/Finance Director

POST IN A CONSPICUOUS PLACE **NON-TRANSFERABLE**

Attachment C - Substitute W-9 Form

ATTACHMENT C
SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name *(as shown on Income Tax Return)*: Interim Public Management, LLC
2. Business Name *(if different than above)*: _____
3. DUNS #: NA
4. Federal employer identification number *(or SSN)*: 90-0928220
5. Type of organization *(check one)*:

☐ Individual/Sole Proprietor
☐ Corporation
☐ Partnership
☐ Other: _____

X Limited Liability Company*

***Choose the tax classification**

☐ Disregarded Entity
X Corporation
☐ Partnership

6. Order Address:

16868 North Stoneridge Court (*Order address*) | Fountain Hills (*City*) | AZ (*State*) | 85268 (*Zip code*)

7. Remittance address *(if different than above)*:

_____
(Remittance address) *(City)* *(State)* *(Zip code)*

8. Contact person for bid invitations: Tim Pickering
9. Phone Number: 480-577-0949 Fax Number: NA
10. Email address of contact person: tim@interimpublicmanagement.com
11. Applicant is a *(check one)*:

☐ Factory Representative
☐ Manufacturer
☐ Retail dealer
X Consultant
☐ Jobber
☐ Authorized distributor
☐ Contractor
☐ Other: _____

12. Indicate if the business is registered as a minority or woman-owned company.

☐Minority-owned ☐ Woman-owned X Not Applicable

13. How long has the company been in business? Since 8/9/2010

14. Does applicant currently hold a valid business license issued by the City of Maricopa?

X Yes ☐ No

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description *(this section must be completed): Interim Public Management presents a turnkey solution that addresses the immediate management needs of local government and public organizations by providing seasoned interim city, town and county managers, and department directors to great organizations — turning turmoil into tranquility.*

PART III: APPLICANT TERMS AND CERTFICATION

Terms:

The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income. (*NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).*
3. I am a U.S. person (including a U.S. resident alien).
4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

☒1 Non-Small/Non-Minority/Non-Disabled
☐2 Small Business (Per ARS §41-1001(20)
☐3 Minority Owned Business [Per 15 CFR §1400.1(a)]
☐4 Woman Owned Business
☐5 Owned By Disabled Individual (Per ARS §41-1492.5)
☐8 Small Business/Disabled Owner
☐9 Minority Woman Owned Business
☐10 Disabled-Minority Owned Business
☐11 Disabled-Woman Owned Business
☐12 Small Business/Minority-Woman Owned

☐6 Small Business/Minority Owned
☐7 Small Business/Woman Owned
☐13 Small Business/Disabled-Minority Owned
☐14 Small Business/Disabled-Minority-Woman Owned

Tim Pickering
Name *(Please print)*

Signature

PRESIDENT & CEO
Title *(Please print)*

12/7/16
Date

INTERNAL USE ONLY
CC# _____ AUTHORIZATION: _____
FAX: _____ EMAIL: _____ PRINT: _____
REQUESTED BY: _____

Attachment D - Participation if Boycott of Israel

ATTACHMENT D
PARTICIPATION IF BOYCOTT OF ISRAEL

	Participation if Boycott of Israel		
	Solicitation No.: RFP#17-FIN081016	PAGE 1	State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Description: Transaction Privilege Tax (TPT) Auditor Services for the City of Maricopa	OF 1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

X My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Interim Public Management, LLC Company Name		Signature of Person Authorized to Sign
16868 North Stoneridge Court Address		Tim Pickering Printed Name
Fountain Hills City	AZ State	85268 Zip	President and CEO Title

SPD Form 422 – Israel Boycott Affidavit

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SECOND AMENDMENT
TO
CONTRACTOR AGREEMENT

THIS SECOND AMENDMENT TO CONTRACTOR AGREEMENT (hereinafter this "Amendment") is made and entered into this 6th day of December, 2018, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and Interim Public Management, LLC, an Arizona limited liability company ("Contractor"), to provide various professional executive level consultants on an as needed basis.

WHEREAS, City and Contractor entered into a Contractor Agreement, contract no. 17-06, commencing on the 21st day of February, 2017 for the Contractor to provide various professional executive level consultants on an as needed basis, which was amended on February 22, 2018 to extend the term (hereinafter "Contractor Agreement"); and

WHEREAS, pursuant to Section 3 of Contractor Agreement the City in its sole and absolute discretion, may extend Contractor Agreement for four (4) additional one (1) year terms; and

WHEREAS, the parties now desire to amend the Contractor Agreement to extend the term of the Contractor Agreement for an additional one-year term.

NOW, THEREFORE, the parties specifically agree to amend the Contractor Agreement as follows:

1. Section 3, TERM, is hereby amended to reflect that in accordance with the terms and conditions of the Contractor Agreement, the term of the Contractor Agreement shall be extended for a one (1) year term for the period from the February 21, 2019 through February 20, 2020.

2. All other terms and conditions of the original Contractor Agreement are to continue in full force and effect as stated and agreed to in the Contractor Agreement dated February 21, 2017 and amended on February 22, 2018.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CONTRACTOR:

Interim Public Management, LLC, an
Arizona limited liability company

DocuSigned by:

35F943D4FF5D40F...

Tim Pickering, President

CITY OF MARICOPA
an Arizona municipal corporation

Ricky A. Horst
City Manager

ATTEST:

Vanessa Bueras, CMC
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

00051644

SCHEDULE C
TO
PROFESSIONAL SERVICES AGREEMENT

Effective Date of Schedule: July 3, 2019

Client: City of Flagstaff, Arizona

Services: Interim Human Resources Director

Expected Commencement Date for Engagement: Monday, July 15, 2019

Expected Services Performance: 5 days per week, typically Monday through Friday

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees:	Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to Client: $4,450 per week, per Consultant or other IPM resource

The Services Fees set forth above shall increase by five percent on January 1, 2020 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Consultant work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until October 18, 2019 and shall continue month to month after said date. After, October 18, 2019 this Schedule may be terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. Should the Client terminate the agreement terminate before October 18th, 2019, Client shall pay to IPM as a termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and October 18th, 2019.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: City of Flagstaff Arizona

7/3/19

By: Barbara Goodrich, City Manager Date

ATTEST:

_____

Agreed to and accepted by Interim Public Management, LLC:

DocuSigned by:

By: 35F943D4FE5D40F... 7/3/2019

Tim Pickering, CEO Date

City Council Meeting - FINAL **9. A.**

Meeting Date: 10/01/2019

From: Sara Dechter, AICP, Comprehensive Planning Manager

Information

TITLE:

Consideration and Adoption of Ordinance No. 2019-29: A Zoning Map Amendment, requested by San Francisco de Asis Parish and the Planning Director, of approximately 0.62 acres located at 244 S. Kendrick Street to add Landmarks Overlay (LO) Zone to the existing zoning classification of High Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

In accordance with the findings presented by staff, approve the requested Zoning Map Amendment to add the Landmark Overlay (LO) district to Our Lady of Guadalupe (PZ-19-00126-01) and take the following action:

1) Read Ordinance No. 2019-29 by title only for the final time
2) City Clerk reads Ordinance No. 2019-29 by title only (if approved above)
3) Adopt Ordinance No. 2019-29

Executive Summary:

The proposed rezoning would add the Landmark Overlay to the existing zoning for a portion of APN 103-07-021B. This would make future development on the property subject to the Design Standards and Guidelines of the Landmark Design Review Overlay District and subject to approval by the Historic Preservation Commission.

The Heritage Preservation Commission recommended approval of this application on Wednesday, July 17, 2019, which also served as the required neighborhood meeting.

The Planning and Zoning Commission recommended approval of this application on Wednesday, August 28, 2019, with the condition that the State Historic Preservation Office review the restoration plan for the convent building prior to sending it to the Heritage Preservation Commission.

All required notices have been posted in the newspaper of general circulation and on the site. The application meets the required findings in the following manner:

1. The National Register status of a National Landmark and review of integrity by City staff show that the property meets the findings for the Landmark Overlay.
2. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary: The

adoption of a Landmark Overlay for Our Lady of Guadalupe Catholic Church is consistent with the goals and policies of the Flagstaff Regional Plan 2030 and the La Plaza Vieja Neighborhood Specific Plan.

Financial Impact:

None

Policy Impact:

None

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

Flagstaff Regional Plan 2030 Policies

Policy CC.2.2. Formally recognize heritage resources through designation as local landmarks and historic districts.
Policy CC.2.4. Support restoration and rehabilitation of historic housing, buildings, structures, and neighborhoods.
Policy CC.2.11. Assist businesses and residents who are caretakers of historic resources, maximize the economic value of their property without damaging the integrity of the historic resource.
Policy LU.11.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options.

Has There Been Previous Council Decision on This:

La Plaza Vieja Neighborhood Specific Plan was adopted in 2015. The Plan calls for consideration of impacts to the views of the Our Lady of Guadalupe Church under Policy 6C.2.

Attachments

Ord. 2019-29
Staff Report
Application
Area Context Map
Legal Notice
Draft Planning and Zoning Commission Meeting Minutes for August 28,2019
Draft Heritage Preservation Commission Minutes for July 17, 2019

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 0.62 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 224 S KENDRICK STREET (PREVIOUSLY KNOWN AS NORMAL SCHOOL ADDITION BLOCK 119 TRACTS 1 THROUGH 8) BY ADDING A LANDMARKS OVERLAY DISTRICT DESIGNATION ("LO") TO THE EXISTING HIGH DENSITY RESIDENTIAL NEIGHBORHOOD ("HR") ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the San Francisco de Asis Catholic Parish and the Archdiocese of Phoenix ("Owner") are the owners of approximately 0.62 acres of the land in the City of Flagstaff, Coconino County, Arizona, currently zoned HR, located at 224 South Kendrick Street (previously known as Normal School Addition Block 119 Tracts 1 through 8), and specifically described and depicted in attached Exhibit "A," incorporated herein by this reference ("Property"); and

WHEREAS, pursuant to Flagstaff Zoning Code Division 10-30.30, et seq., an application ("Application") has been submitted by the Heritage Preservation Commission ("Applicant"), acting on behalf of the Owner, to amend the Zoning Map classification of the Property by adding an LO designation to the existing HR classification; and

WHEREAS, the use of the Property as a church, beginning in 1926, was a significant moment in Flagstaff history, as it was the first Catholic Church for families of Mexican descent; and

WHEREAS, the Mexican-American community of Flagstaff sacrificed to pay for and participated in the construction of this place of worship to serve their families and future generations; and

WHEREAS, Our Lady of Guadalupe Catholic Church was declared a shrine of the Diocese of Phoenix in 1972; and

WHEREAS, Our Lady of Guadalupe Catholic Church is listed on the National Register of Historic Places; and

WHEREAS, Our Lady of Guadalupe Catholic Church continues to be central in the community's rooted beliefs, customs, and practices; and

WHEREAS, pursuant to Flagstaff Zoning Code Section 10-30.30.050.B Determination of Significance of Cultural Resources, the Property meets the established criteria for amending the Zoning Map classification of a property to the LO designation; and

WHEREAS, on July 17, 2019, the Historic Preservation Commission, having considered the Application, the recommendation of the City's Historic Preservation Officer, and the testimony of the public, unanimously passed a motion recommending that the City Council add the LO designation to the Property; and

WHEREAS, on August 28, 2019, the Planning and Zoning Commission, having considered the recommendation of the Historic Preservation Commission and the testimony of the public, passed a motion recommending that the City Council amend the Zoning Map classification of the Property by adding an LO designation to the existing HR zoning classification; and

WHEREAS, the City Council has considered the recommendation of the Historic Preservation Commission and the Planning and Zoning Commission, and the public testimony presented to those bodies; and

WHEREAS, the City Council has considered the Application and the staff summary prepared by the Community Development Division, and finds that the proposed amendment will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity of the Property; and

WHEREAS, the City Council finds that, in accordance with A.R.S. Section 9-462.01(F), the proposed amendment is consistent with and conforms to the Flagstaff Regional Plan and implements a strategy from the La Plaza Vieja Neighborhood Specific Plan.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Flagstaff Zoning Map designation of approximately 0.62 acres of the real property located at 224 South Kendrick Street, and specifically described and depicted in Exhibit "A," be amended by adding an LO designation to the existing HR classification.

SECTION 2. That, pursuant to Flagstaff Zoning Code Section 10-30.30.040 Designation of Landmark Properties or Historic Overlay Zones, the portion of the Property as described and depicted in Exhibit "A" be shown on the Official City of Flagstaff Zoning Map with the zoning designation of Landmarks Overlay (LO).

SECTION 3. That, prior to the City Council's final adoption of this Ordinance, the Owner shall execute an Agreement for the Waiver of Claims for Diminution of Value of Property with the City of Flagstaff, as authorized by Arizona Revised Statutes Section 12-1134(I).

SECTION 4. That, within 3 years of enactment of this ordinance, the Owner shall submit to the Heritage Preservation Commission and receive approval for a "restoration plan" to restore the historic integrity of the former convent on the Property and to provide for the life/safety of the public and the building's occupants. The submission must be reviewed by the State Historic Preservation Office prior to its preservation to the Commission. The Heritage Preservation Commission's decision will be the only approval required for the restoration plan and will be appealable to the Planning and Zoning Commission. In the event that the Owner fails to obtain an approved restoration plan with the 3-year time frame, the LO designation will remain on the property, but the owner will not receive any City permits for the property, unless for life/safety purposes, until the restoration plan is approved.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 1st day of October, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A - Area Context Map

PLANNING AND DEVELOPMENT SERVICES REPORT
LANDMARK OVERLAY ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-19-00126

DATE: August 16, 2019
MEETING DATE: August 28, 2019
REPORT BY: Sara Dechter

REQUEST:
Landmark Overlay Zoning Map Amendment, submitted by San Francisco de Asis parish and the Planning Director, of approximately 0.62 acres located at 244 S. Kendrick Street to add Landmarks Overlay (LO) Zone to the existing zoning classification of High Density Residential (HR) Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Landmark Overlay Zoning Map Amendment request to the City Council with a recommendation for approval.

PRESENT LAND USE:
The subject property is approximately a portion of 103-07-021B comprised of 0.62 acres. The parcels are currently owned by the San Francisco de Asis Catholic Parish. The legal description of the area proposed for the Zoning Map Amendment is "A portion of 103-07-021B, Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 119 Normal School Addition." The property is currently used as a place of worship, meeting place, private paid parking lot, and a short-term retreat location for the Catholic parish.

PROPOSED LAND USE:
No modifications are proposed at this time. The parish is currently looking for a long-term tenant for the former convent, and this application anticipates a future adaptive reuse for this building.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Commercial business, zoned Commercial Services (CS)
East: Single Family and accessory dwelling units, zoned High Density Residential (HR)
South: Butler Avenue and the High Country Conference Center
West: Commercial businesses, zoned Community Services (CS) and Highway Commercial (HC)

I. Project Introduction

A. Background

In the spring of 1926, Our Lady of Guadalupe church served as a church for primarily Spanish-speaking Roman Catholics of Flagstaff. Reverend Edward Albouy was appointed pastor of Flagstaff. He found out that the parish was in debt and sent out to make a solvent. By 1926 he had succeeded in doing so and had also set aside some funding to build a new church for the Spanish-speaking parishioners. The sentiments of white parishioners had an early influence on the decision to build the new church. Mrs. Philomena Babbitt donated a piece of land on which the church was built on to help reduce prejudice against Mexican parishioners who had to walk to the church from out of town. When they arrived to Mass they typically had dirt and dust on them from commuting which was the reasoning for building Our Lady of Guadalupe in the South of town so these families would not be members of Nativity of the Blessed Virgin Mary the first Catholic Church established in Flagstaff.

In the fall of 1926 construction of the main building was almost completed when effects of the local recession started to be felt by the community. This led to many of the Mexican families collecting money and putting in their time and labor to finish the project. By the fall of 1926 the church was nearly finished and on the day of the feast of Guadalupe, the church was dedicated to Our Lady of Guadalupe. The Spanish name was chosen in dedication to the Mexican parishioners. On December 5, 1926 the church was officially dedicated, the blessing of the ball took place. The following

Sunday, December 12 at 9:15a.m., the first mass was held and Our Lady of Guadalupe Church was established.

This property has been continually recognized as a historic and central place the preserves the community's rooted beliefs, customs, and practices. Our Lady of Guadalupe Catholic Church was declared a shrine of the Diocese of Phoenix in 1972. The property was listed on the National Register of Historic Places in 1986. In the 2015 La Plaza Vieja Neighborhood Specific Plan recognized the importance of preserving this place of worship for their neighborhood and the Hispanic community throughout Flagstaff and Northern Arizona. Throughout the process of preparing the Southside Community Plan, the church has been repeatedly mentioned as a high priority historic property and cultural gathering place for the community. Due to the buildings condition, there is a need to restore the property in order maintain its Landmark status in the future. The owner is not ready to outline that concept currently because the future tenant and use are yet undetermined.

B. Proposed Rezoning and Restoration Plan

The proposed rezoning would add the Landmark Overlay to the existing zoning for a portion of APN 103-07-021B. This would make future development on the property subject to the Design Standards and Guidelines of the Landmark Design Review Overlay District and subject to approval by the Historic Preservation Commission.

Because of the integrity of the former convent and the owner's desire to adaptively reuse the building, staff recommends that the rezoning include a requirement for a restoration plan for the former convent be prepared and approved by the Heritage Preservation Commission within 3 years of adoption of the Landmark Overlay.

On July 17, 2019, the Heritage Preservation Commission recommended approval of the rezoning request. This recommendation along with a recommendation from the Planning and Zoning Commission, will be presented to the City Council for use in their review and consideration of the rezoning request

II. Staff Review

A Landmark Property is "an individual property, object, structure, site, sign, or landscape feature may be designated as a landmark property within the Landmark Overlay zone if it is significant per the Zoning Code 10-30.30.040.

A conceptual or site plan for the property when considering a Landmark Overlay is simply the existing buildings and layout of the site. Therefore, site plan review standards do not typically apply in these cases.

Significance and Integrity of the Landmark

Our Lady of Guadalupe Catholic Church has been on the National Register of Historic Places since 1986. This establishes its significance. The National Register listing also includes the rectory which is currently used by the Hope Pregnancy Crisis Center. The owner would like to retain the right to do a substantial addition to this building, and therefore, elected no to include it in the Landmark Overlay designation. Landmark Overlays are a voluntary action for the property owner and the Zoning Code specifically states that "Property owner consent is required for designation of a landmark property" (10-30.30.040(C)2).

The property considered in this rezoning has two buildings a church and a former convent. The church building has very good integrity and is subject to the "preservation" portion of the Secretary of the Interiors Standards and Guidelines for the Treatment of Historic Properties. The former convent has moderate integrity as its from and many original materials are present. There are late period materials that negatively impact the integrity of the building. The owner also wants to make life/safety and energy efficiency upgrades at a future date. The former convent still has adequate integrity to maintain a finding under the Community Development and Association criteria for determining integrity. The former convent needs work in order to achieve the same level of Architectural integrity as the church.

III. Landmark Overlay Zoning Map Amendment Findings

Landmark Overlay Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1: Significance and Integrity of the Proposed Landmark

The National Register status and review of integrity by City staff show that the property meets the findings for the Landmark Overlay.

B. Finding #2: Conformance and Consistency with the Regional Plan and applicable Specific Plans

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

The adoption of a Landmark Overlay for Our Lady of Guadalupe Catholic Church is consistent with the goals and policies of the Flagstaff Regional Plan 2030 and the La Plaza Vieja Neighborhood Specific Plan.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Efficient Use of Energy Goals and Policies

Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

The Regional Plan Policy E.1.4 promotes cost-effective, energy-efficient technologies and design in all new buildings for residential construction. The property owner proposes to restore the convent and will look at the potential energy efficiency improvements and savings that can be made as part of the restoration plan for the convent. *National Park Service Preservation Brief 3: Improving Energy Efficiency in Historic Buildings* would be used to guide this part of the restoration plan.

b. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Policy CC.2.2. Formally recognize heritage resources through designation as local landmarks and historic districts.

Policy CC.2.4. Support restoration and rehabilitation of historic housing, buildings, structures, and neighborhoods.

Policy CC.2.10. Educate the community and developers on the benefits of adaptive reuse and create policies to incentivize the reuse of historic buildings to maintain their integrity.

Policy CC.2.11. Assist businesses and residents who are caretakers of historic resources, maximize the economic value of their property without damaging the integrity of the historic resource.

The Regional Plan's policies related to Historic Preservation supports the preservation and restoration of historic buildings and the formal recognition of landmarks. This proposed Zoning Map amendment supports the San Francisco de Asis Parish as the caretaker of an irreplaceable community asset in both the preservation and restoration of the resource and adaptive reuse to support their organization mission.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

Policy LU.10.3.Value the Historic Neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.
Policy LU.11.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options.

Preservation of the historic buildings, like Our Lady of Guadalupe, that anchor the Southside Historic District supports the character of the community and the use and reuse of the historic structures on the property.

ii. Applicable Specific Plans

Our Lady of Guadalupe Catholic Church is identified as a priority view from the La Plaza Vieja Neighborhood. The preservation of the building will not prevent larger buildings from being developed along Milton Road but it will retain the object the community wants to view to the best of the City's and property owners ability.

IV. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Landmark Overlay Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-way.

The developer held a Heritage Preservation meeting in lieu of a neighborhood meeting, which is permitted by the Zoning Code. The meetings was held on July 17, 2019 at City Hall. The second meeting was waived by the Planning Director. Per the sign-in sheets, approximately 15 individuals attended the Heritage Preservation meeting and 2 community members got up and spoke to the Commission. One spoke in support of the amendment and the second had a question about why the rectory was not included in the Landmark Overlay. Questions were answered at the meeting. The Heritage Preservation Commission forwarded the recommendation to adopt a Landmark Overlay to the Planning and Zoning Commission and the City Council unanimously. The record of the meeting can be found at: https://flagstaffaz.swagit.com/play/07172019-1348

No written comments had been submitted to the HPO at the time of this report.

RECOMMENDATION:

Staff recommends approval of the Landmark Overlay designation with the condition that a restoration plan for the former convent be prepared and approved by the Heritage Preservation Commission within 3 years of adoption of the Landmark Overlay. This condition has been discussed with the owner and they have tentatively agreed to this term as it meets both the City's goal of protecting and historic property and the owners goal of predictability in the restoration of the former convent and to capture the intent and the ability adaptively reuse the building and address energy and life/safety upgrades.

Attachments:

- Application
- Area Context Map

- Legal Notice

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2969
F: (928) 779-7684

HPC

Date Received	Application to Heritage Preservation Commission	File Number
December 7, 2016		

Property Owner(s)	Title	Phone	Email
San Francisco De Asis Parish		(928) 779-1341	frmowrer@gmail.com
Mailing Address			**City, State, Zip**
1600 East Route 66			Flagstaff, AZ 86001
Applicant	**Title**	**Phone**	**Email**
Karl Eberhard	Historic Preservation Officer	(928) 213-2969	keberhard@flagstaffaz.gov
Mailing Address			**City, State, Zip**
211 West Aspen Avenue			Flagstaff, AZ 86001

Property Interest of Applicant(s) (Owner, contractual interest, or agent)
Owner

Site Address	City, State, Zip
224 South Kendrick	Flagstaff, AZ 86001

Parcel Number(s)		Zoning District(s)
103-07-021B	(Block 119, Lots 1-8, Norma School Add)	HD-High Density Residential

Type of HPC Application Requested:

- ☒ Historic Overlay District Designation (If new, Name: Southside)
- ☒ Landmark Overlay District Designation
- ☐ Certificate of Appropriateness
- ☐ Certificate of No Effect
- ☐ Certificate of Economic Hardship
- ☐ Cultural Resource Study Review
- ☐ Historic Facades and Signs Grant

Property Information:

- ☒ Yes ☐ No Listed on the National Register of Historic Places? (Name:_____)
- ☒ Yes ☐ No Listed on the Arizona Register of Historic Places? (Name:_____)
- ☐ Yes ☒ No Located in an existing City of Flagstaff Historic District? (Name:_____)
- ☐ Yes ☐ No Non-residential development; structure is over 50 years old at the time of application?
- ☐ Yes ☐ No Residential development; structure is pre-World War II housing?
- ☐ Yes ☐ No Subject property is undeveloped land?

Note: Applications which are incomplete or not accompanied by the required information will not be accepted.

Property Owner Signature:	Date:	Applicant Signature:	Date:
[signature]	1-9-2017		

For City Use

Date Filed:_____ **HPC Hearing Date:**_____

Fee Receipt #:_____ **Amount:**_____ **Date:**_____

Action by HPC:

- ☐ Consent Approval by HPO
- ☐ Approved
- ☐ Approved with Conditions
- ☐ Denied
- ☐ Continued

Staff Intial:_____ **Date:**_____

City of Flagstaff
Historic Preservation Commission
Staff Report

To:	Historic Preservation Commission
From:	
Date:	February 2, 2017
Meeting Date:	February 15, 2017

Title: Landmarks Design Review Overlay District designation for:
Our Lady of Guadalupe Church
224 South Kendrick
Parcel 103-07-021B

Recommended Action: Review the application, conduct and receive testimony at Public Hearing, and recommend that the City Council apply the Landmark Design Review Overlay District for parcel 103-07-021B.

Action Summary: This is a request to rezone Our Lady of Guadalupe Church (Parcel 103-07-021B) to the Landmark Design Review Overlay District. This would make future development on the property subject to the Design Standards and Guidelines of the Landmark Design Review Overlay District and subject to approval by the Historic Preservation Commission. The recommendations of the Historic Preservation Commission, along with a recommendation from the Planning and Zoning Commission, will be presented to the City Council for use in their review and consideration of the rezoning request.

LDRO Designation Process: In short, the application presented to the Historic Preservation Commission seeks a recommendation to the City Council regarding the designation. Under a separate application, the re-zoning of the property will be similarly presented to the Planning and Zoning Commission for their recommendation to the City Council. Finally, the application, including the Historic Preservation and Planning and Zoning recommendations, will be presented to the City Council for action on the request.

Jerry McLaughlin made nomination Granted

Discussion:

Background/ History: 1926

In the spring of 1924 Our Lady of Guadalupe church served as a church for primarily Spanish-speaking Roman Catholics of Flagstaff. Reverend Edward Albouy was appointed pastor of Flagstaff. He found out that the parish was in debt and sent out to make a solvent. By 1926 he had succeeded in doing so and had also set aside some funding to build a new church for the Spanish-speaking parishioners. The sentiments of white parishioners had an early influence on the decision to build the new church. Mrs. Philomena Babbitt donated a piece of land on which the church was built on to help reduce prejudice against Mexican parishioners who had to walk to the church from out of town. When they arrived to Mass they typically had dirt and dust on them from commuting which was the reasoning for building Our Lady of Guadalupe in the South of town so these families would not be members of Nativity of the Blessed Virgin Mary the first Catholic Church established in Flagstaff.

In the fall of 1926 construction of the main building was almost completed when effects of the local recession started to be felt by the community. This lead to many of the Mexican families collecting money and putting in their time and labor to finish the project. By the fall of 1926 the church was nearly finished and on the day of the feast of Guadalupe, the church was dedicated to Our Lady of Guadalupe. The Spanish name was chosen in dedication to the Mexican parishioners. On December 5, 1926 the church was officially dedicated, the blessing of the ball took place. The following Sunday, December 12 at 9:15 a.m., the first mass was held and Our Lady of Guadalupe Church was established.

Key Considerations:

Proposed district Boundaries:

Parcel 103-07-021B (.97 acres +/-). Owned by San Francisco De Asis Parish.

Land Use and Zoning District Summary:

- RLTP Land Use: Urban Existing
- Zoning district: HD- High Density Residential
- Current Land Use: Church
- Proposed Land Use: Church
- Surrounding Land Use and Zoning Districts:
  - North- Commercial Service; C5
  - South- Public Facility; PF
  - East- High Density Residential; HR
  - West- Commercial Service; C5, Highway Commercial; HC

LDRO Designation Criteria:

Due to Our Lady Guadalupe already being on the National Registry for Historical Places the property should be easily and quickly added to the Landmark Designation Review Overlay, however a brief summary of the designation criteria is as follows.

Community Development: During this time in flagstaff there was one Catholic Church, the white parishioners felt there needed to be second church for Spanish-speaking parishioners. Reverend Albouy directed the construction of Our Lady Guadalupe, offering Spanish-speaking parishioners a place of worship. In the mid 1920's the church was able to continue development through Mexican family's labor and donations. Offering a parish for the many families that were commuting from out of town. Today, the church still offers parish to the many families still living in Flagstaff. The church celebrates Hispanic festivals like Dia de los Muertos and the Feast of Guadalupe. Recently the church has held public meetings on city issues like high occupant housing. Following the criteria, the property is still used as the original purpose which is to offer parishioners a church to feel welcomed in the community.

Association: The church has traditional cultural ties to the community. Being the first parish developed for Spanish speaking members of the city this site has been able to provide a safe place for many Mexican families living in Flagstaff. The property plays a key role in communities rooted beliefs, customs and practices. Mr. Joseph Dolan donated some money to pay for the design of the statues. In 1950, the Catholic Youth Organization began meeting in the basement of the church, which later became an official youth center. In 1953, Our Lady of Guadalupe School was built on Armory Avenue through a generous donation of seven acres by Joseph Dolan. Sister Elizabeth Carey came to the United States to teach in 1955 and remained there for several decades. The church still offers education for pre-kindergarten to eighth grade.

Architecture: The church architecture style is American Craftsmen and Gothic Revival, the style is consistent with Roman Catholic churches with a period of significance between 1926 and 1949. The church physical appearance was constructed with native malpais rock. This style of architecture was replaced in the city of Flagstaff by a tudor variation during the same time period making the church architecture unique in the district.

With this the criteria for eligibility in the Landmarks Design Review Overlay District have been met.

Community Benefits and Considerations:

Heritage preservation is an established policy and priority for the community, expressed in the Vision 2020 document, the Flagstaff Regional Land Use and Transportation Plan, the current Land Development Code, the pending Zoning Code, and previous City Council direction. The inclusion of Our Lady Guadalupe Church in the Landmark Design Review Overlay District implements the expressed policy. Other

Development policies and processes will specifically and formally add consideration of heritage resources to the factors considered by the city when development or redevelopment is proposed on this property.

Community Involvement:

The outreach to the community will hold a neighborhood meeting which will be with the Historic Preservation Commission February 15, 2017. The designation will have no effect of the adjacent properties.

Financial Implications:

There are virtually no financial implications. To set up the designation, there is some notable investment of City staff time from both Historic Preservation and Development Services staff. Ongoing development review will require minimal additional human or financial resources.

Options and Alternatives:

1. Recommend that the City Council apply the Landmarks Design Overlay District to parcel 103-07-021B.
2. Modify the designation and recommendation per review and discussion. This could be prior to taking an action or as a condition of any commission recommendation.
3. Not recommend that the City Council apply the Landmarks Design Review Overlay District to parcel 103-07-021B.

OUR LADY OF GUADALUPE CHURCH

The Church of Our Lady of Guadalupe has played an important role in the history of Flagstaff. For many years, it served mainly as the church for the Spanish-speaking Roman Catholics of Flagstaff. Eventually, it became a true community church where everyone worshiped together.

The beginnings of what would become Our Lady of Guadalupe started in the Spring of 1924. The Reverend Edward Albouy was appointed as pastor of Flagstaff. He succeeded a priest who had died of heart trouble in February of that year. He found that the parish was in debt and set out to make it solvent. By 1926, he had succeeded in doing so and had also set aside some funding to build a new church for the Spanish-speaking parishioners. The sentiments of white parishioners during this early period of time towards the Spanish-speaking people had much influence on the decision to build a new church.

One of the parishioners of Our Lady of Guadalupe related an interesting piece of information on this subject. She pointed out that many of the Mexican families lived outside of Flagstaff and often had to walk many miles to church. Consequently, by the time they arrived, the children were dirty from the walk. Thus, the white parishioners held prejudices against the Spanish-speaking people. This was the beginning of the church. Mrs. Philomena Babbitt donated a piece of land on which the new church was to be built.

In the Fall of 1925, construction began. During this time, the effects of a local recession started to be felt by the community. The main structure of the church had been completed when financial problems set in. Thus, many of the Mexican families collected money for the building of the church and donated their time and labor. By the Fall of 1926 the church was nearly finished. On the day of the feast of Guadalupe, the church was dedicated to Our Lady of Guadalupe. The Spanish name was chosen in respect to the Mexican parishioners. On December 5, 1926 before the church was officially dedicated, the blessing of the bell took place. The following Sunday, December 12 at 9:15 a.m., the first Mass was said. Our Lady of Guadalupe Church had been born!

The following two articles and attachments support the building of Our Lady of Guadalupe Church.

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John. Their work on
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ig twice. The first
attempted an encore
l on the promise that
later. Miss Elsa My-
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OUR LADY OF GUADALUPE CHURCH BEING BUILT FOR OUR MEXICAN FAMILIES

The malpais stone walls of the new Our Lady of Guadeloupe church are fast going up and the building will be enclosed, with roof on this fall and will be completed in early spring.

The new church is just east of Milton road and directly south and a short distance from the Flagstaff Teachers college grounds. It is centrally located as relates to the Mexican population of Flagstaff and is being built as their special place of worship. There are about 275 of these families within the city limits in three settlements the new structure being just about an even distance from each.

The church grounds comprise eight lots. The building is 36 by 86, all malpais rock, and will be a handsome structure. There will be a belfry. The church will have a seating capacity of 400. There will be a basement or hall under all.

In addition to the regular religious services, during a large part of the year there will be a day school for special religious instruction of children.

Peter J. Liniemann has the contract for the building, the funds for which, Rev. Fr. E. Albouy advises are being provided by the families the church is to serve.

STATE GOOD ROADS MEET HERE THE BEST EVER HELD

Delegates declared the mid-summer convention of the Arizona Good Roads association, held here Friday and Saturday, last week, to be the largest,

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From all over the stat
surrounding states th
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friends here and are ti
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It's not only a celeb
annual home-coming.

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have the most ideal c
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available for that purp
ty of fuel and water
that makes camping h
real comfort.

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lage is ready. The va
tees are up to the m
work. There have bee

DID YOU PUT IT T OR YOU? OR YO

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three quarts of finishe
few hours more and it
been finished and on th
believe.

Candelaria Ortez wa
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bear hunting and brou
but that he hasn't the
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booze got there. He's
trying to solve the my

Mrs. John Chisholm
Tuesday when Mr. a
Black with little Lois
and Mrs. W. Davis an
Don Swift drove in fr
to spend the holidays
Black and Mrs. Davis

ARIZONA STATE HISTORIC PROPERTY INVENTORY

PROPERTY NAME
Our Lady of Guadalupe

LOCATION
224 S Kendrick

CITY/TOWN/VICINITY
Flagstaff

COUNTY
Coconino

OWNER
Roman Cath. Diocese of Ariz - Catholic

OWNER'S ADDRESS

CURRENT PHOTOGRAPH

FORM COMPLETED BY
Beaker From research of Pfeiffer

ADDRESS
Flagstaff Hist Sites Comm

PHOTO BY
C Hoffman

DATE

VIEW

PRESENT USE
Church

ACREAGE

STYLE OR CULTURAL PERIOD
Built in 1925-26

SIGNIFICANT DATES

PHYSICAL DESCRIPTION
native malpai rock

STATEMENT OF SIGNIFICANCE
mission of Nativity Parish for Spanish-speaking people

VERBAL BOUNDARY DESCRIPTION

History

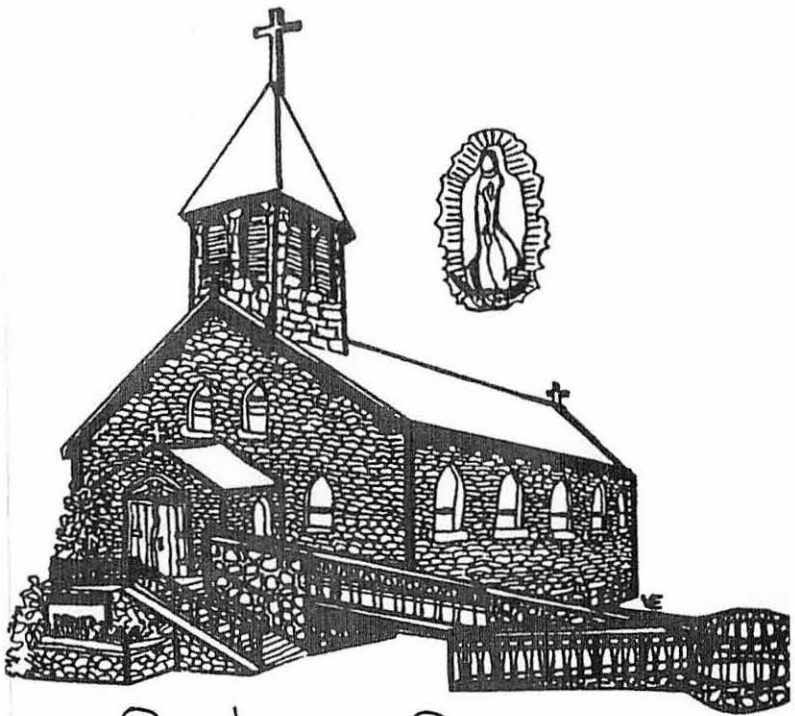
September 22, 1925
work began on the church

December 12, 1926
first mass celebrated in the church

August 1, 1942
established as a parish

May 7, 1972
declared a shrine of the Diocese of Phoenix

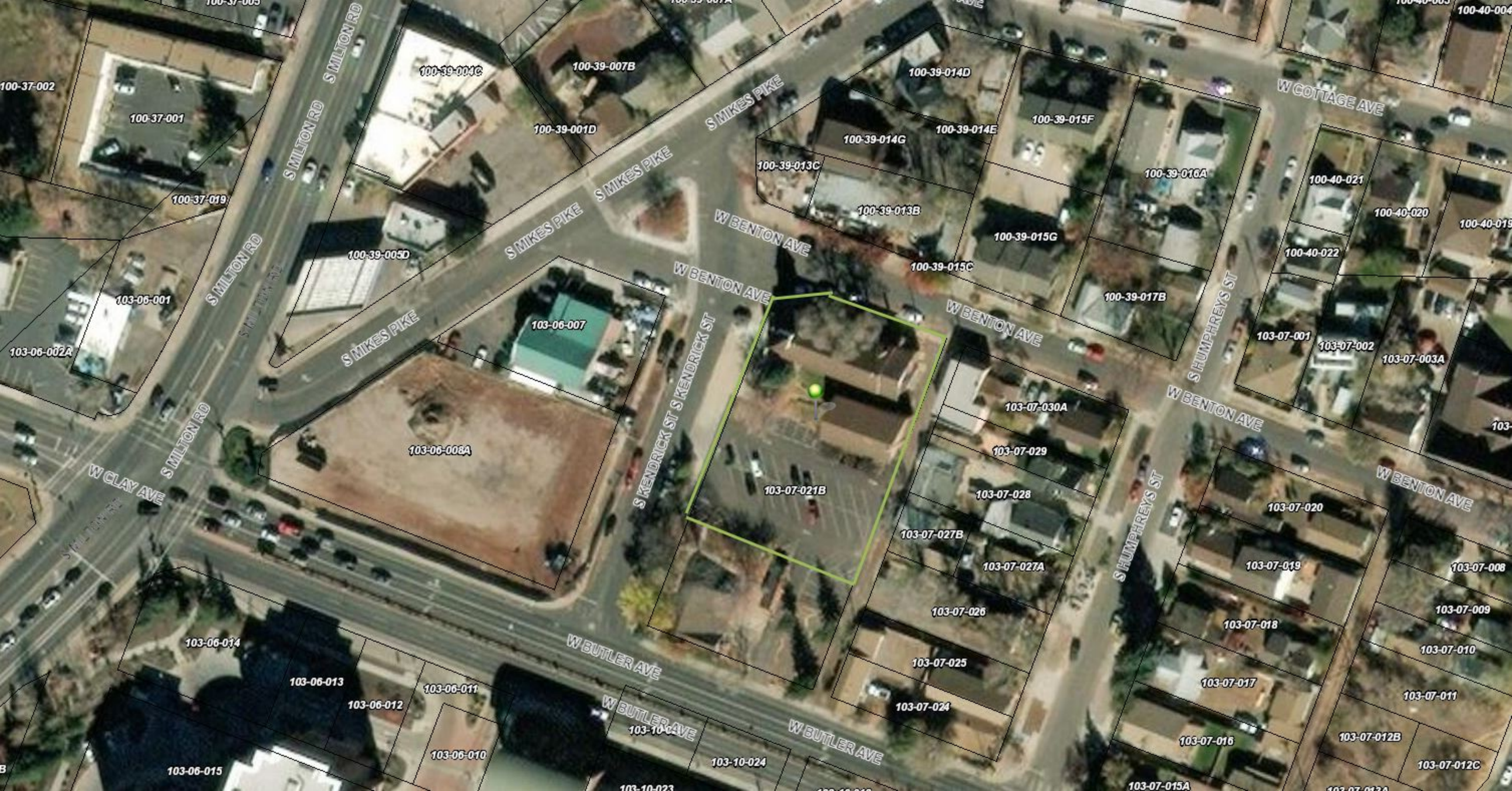
April 30, 1986
listed on the National Register of Historic Places



Our Lady of Guadalupe
FLAGSTAFF, ARIZONA

OUR LADY OF GUADALUPE
FLAGSTAFF, ARIZONA
SEPTEMBER 22, 1925
WORK BEGAN ON THE CHURCH
DECEMBER 12, 1926
FIRST MASS IN THE CHURCH
AUGUST 1, 1942
ESTABLISHED AS A PARISH
MAY 7, 1972
DECLARED A SHRINE OF THE DIOCESE OF PHOENIX
APRIL 30, 1986
LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES

CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
THE CITY OF FLAGSTAFF
CITY COUNCIL
&
HISTORIC SITES COMMISSION
RECOGNIZE THIS PROPERTY FOR ITS
HISTORIC & ARCHITECTURAL SIGNIFICANCE
CITED
1987


S MILTON RD
S MIKES PIKE
W BENTON AVE
W COTTAGE AVE
S KENDRICK ST
S HUMPHREYS ST
W CLAY AVE
W BUTLER AVE
100-37-002
100-37-001
100-37-019
100-39-004C
100-39-007B
100-39-001D
100-39-014D
100-39-014G
100-39-014E
100-39-015F
100-39-013C
100-39-013B
100-39-016A
100-39-015G
100-39-015C
100-39-017B
100-39-005D
103-06-001
103-06-002A
103-06-007
103-06-008A
103-07-021B
103-07-030A
103-07-029
103-07-028
103-07-027B
103-07-027A
103-07-026
103-07-025
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103-07-003A
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103-07-015A
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103-07-012C
103-06-014
103-06-013
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103-10-024
103-10-023

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on August 28, 2019, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on September 17, 2019, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:
A proposed Zoning Map amendment to apply the Landmarks Overlay Zone (LO) to the site. The LO is an overlay, meaning that the current HR, High Density Residential zoning applicable to the site will remain in place. The site location is described in Part B below and is highlighted on the map.

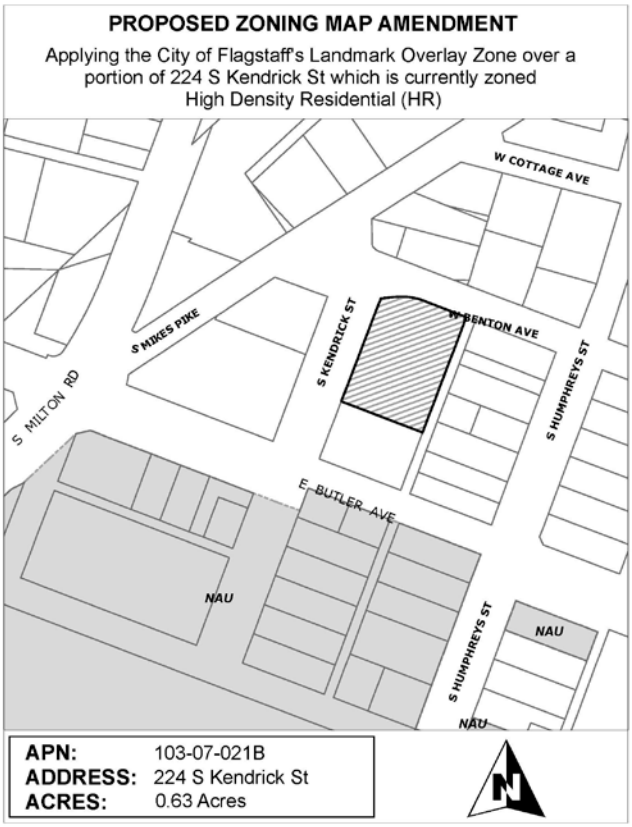
The site currently consists of Our Lady of Guadalupe Catholic Church and former convent building on a portion of a 0.97 acre parcel.

B. General Description of the Affected Area:
Approximately 0.63 acre located at 224 S Kendrick Street, on a portion (Block 119, Lots 1 through 8 of the Normal School Addition to the City of Flagstaff) of Coconino County Assessor's Parcel Number 103-07-021B, within the Northeast Quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.



FOR FURTHER INFORMATION CONTACT

Sara Dechter
Comprehensive Planning Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2631
sdechter@flagstaffaz.gov

Publish: August 14, 2019

NOTICE AND AGENDA

PLANNING & ZONING COMMISSION **COUNCIL CHAMBERS**
WEDNESDAY **211 WEST ASPEN AVENUE**
August 28, 2019 **4:00 P.M.**

1. Call to Order

Chairman Wheeler called the regular meeting of the Planning and Zoning Commission to order at 4:00 p.m.

2. Roll Call

NOTE: One or more Commission Members may be in attendance telephonically or by other technological means.

PRESENT:	ABSENT:
MARGO WHEELER, CHAIR	DR. ALEX MARTINEZ
DAVID ZIMMERMAN, VICE CHAIR	
MARIE JONES	
ERIC NOLAN	

3. Public Comment

At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

None

4. APPROVAL OF MINUTES

Minutes of the regular meeting of August 14, 2019

STAFF RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission approve the minutes of the regular meeting of August 14, 2019

Moved by Eric Nolan, **seconded by** Marie Jones to approve the minutes of August 14, 2019 the regular meeting of the Planning and Zoning Comission.

Vote: 4 - 0 - Unanimously

5. PUBLIC HEARING

A. Project #: PZ-19-00126-01 Our Lady of Guadalupe
Landmark Overlay Zoning Map Amendment, submitted by San Francisco de Asis parish and the Planning Director, of approximately 0.62 acres located at 244 S. Kendrick Street to add Landmarks Overlay (LO) Zone to the existing zoning classification of High Density Residential (HR) Zone.

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Landmark Overlay Zoning Map Amendment request to the City Council with a recommendation for approval.

Sara Dechter, Interim HPO, gave a PowerPoint presentation on the proposed Landmark Overlay District Zoning Map Amendment and answered questions from Commissioners.

Anna Hoffman, representative for Our Lady of Guadalupe Church, answered questions from Commissioners about the future plans for the restoration of the old convent.

Moved by David Zimmerman, **seconded by** Marie Jones in accordance with the findings presented by Staff, forward the Landmark Overlay Zoning Map Amendment to City Council for approval with staff conditions and with the additional condition that the restoration plan be presented and approved by the City of Flagstaff Historic Preservation Commission and presented to Az State Historic Office for comment before implementation.

Vote: 4 - 0 - Unanimously

6. GENERAL BUSINESS

A. A work session with the Planning and Zoning Commission to discuss the Flagstaff Regional Plan 2030: 2018 Annual Report

- To provide a summary to the Planning and Zoning Commission about the progress being made to implement the *Flagstaff Regional Plan 2030.*
- To receive feedback from the Planning and Zoning Commission on Future Comprehensive Planning Projects.

As required by law our Comprehensive Planning staff has prepared the 2018 Annual Report of the *Flagstaff Regional Plan 2030*. This is the fifth assessment of the City's efforts to implement the Plan, showing progress towards comprehensive data tracking and incorporating the Plan into decision-making processes. The City's commitment to produce an annual report will help determine future specific plan needs and Plan amendments, advancing the idea that the Plan is a living document.

Carlton Johnson, Associate Planner, gave a PowerPoint presentation on the Flagstaff Regional Plan 2030: 2018 Annual report and answered questions from Commissioners.

Neil Gullickson, Interim Current Planning Manager, was present and answered questions from Commissioners

Sara Dechter, Comprehensive Planning Manager, was present and answered questions from Commissioners

Tiffany Antol, Planning Director, was present and answered questions from Commissioners.

7. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

Mr. Gullickson gave an update on past projects and new commissioners Carol Mandeno and Gaylene Sopher.
Commission training will be scheduled in the near future.

8. ADJOURNMENT

Adjourned at 5:08 p.m.

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. This notice has been posted on the City's website and can be downloaded at www.flagstaff.az.gov.

Dated this _____ day of _____, 2019.

_____
Tammy Bishop, Administrative Specialist

Minutes DRAFT

City of Flagstaff

HERITAGE PRESERVATION COMMISSION

4:00 PM – Wednesday, July 17, 2019

Flagstaff City Hall, **Council Chambers**, 211 W. Aspen Avenue

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Deborah Cargill 928-213-2906 (or 774-5281 TDD). Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

CALL TO ORDER Chairman Hayward called the meeting to order at 4:01 PM

COMMISSION MEMBERS:	David Hayward, Chair, *Present* Jonathan Day, Vice Chair, *Present* Charlie Webber, *Present* Jerry McLaughlin, *Present* Emily Dale, *Present* Jill Hough, *Present* Caitlin Kelly, *Absent*
CITY STAFF:	Sara Dechter, Staff Co-Liaison, *Present* Becky Cardiff, Recording Secretary

I. PRELIMINARY GENERAL BUSINESS

1. PUBLIC COMMENT

a. *(At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)*

None

2. ANNOUNCEMENTS

a. *(Reconsiderations, Changes to the Agenda, and other Preliminary Announcements)*

None

3. APPROVAL of MINUTES.

a. Regular Meeting of June 19, 2019.

MOTION: Commissioner Webber moved to approve the minutes with the amendment to change Commissioner Webber to "present". Commissioner Dale seconded the motion; the motion passed unanimously.

II. New Business:

1. Cultural Resource Study – 124 W Benton Avenue

Address:	124 W Benton Avenue
Assessor's Parcel Number:	103-07-001
Property Owner:	Michele Johnson
Applicant:	Erin O'Loughlin, PWMA Authentic Architecture
City Staff:	Sara Dechter, Interim HPO
REQUESTED ACTION:	Approval of Letter Report

The property has been heavily modified by renovations which were carried out 13-14 years ago by a previous property owner. The building no longer has the architectural integrity associated with the Basque Vernacular style. The current property owner would like to create a second story addition that will remove the building form that is associated with this style and is one of the few remaining historical elements.

RECOMMENDED ACTION:	Staff recommends approval of the Letter Report and removal of 124 W Benton Ave. from the list of contributing structures in the Southside National Register Historic District

Discussion was held on the modifications that were made to the structure.

MOTION: Commissioner McLaughlin moved to approve the letter report and removal of 124 W Benton Ave from the list of contributing structures in the Southside National Register Historic District. Commissioner Webber seconded the Motion. Motion passed unanimously

2. Cultural Resource Study – The L Motel

Address:	121 S Milton Road
Assessor's Parcel Number:	100-37-001, 100-37-019
Property Owner:	Shevan Family Trust DTD, James M and Cheryl R Sheven
Applicant:	Lynn Neal
City Staff:	Sara Dechter, Interim HPO
REQUESTED ACTION:	Approval of Phase I Cultural Resource Study

Due to a lack of significance and loss of integrity, the report recommends that the value of further research has been exhausted by the Phase I report and a Phase 2 report is not warranted.

RECOMMENDED ACTION:	Staff recommends approval of the Phase I Report.

Lynn Neal gave a description of The L Motel property and answered questions from Commissioners

MOTION: Commissioner Hough moved to approve the Phase I report. Commissioner McLaughlin seconded the Motion. Motion passed unanimously

3. Grant Application – Façade Rehabilitation

Address:	108 E Route 66
Assessor's Parcel Number:	101-21-009
Property Owner:	Flagstaff Historic Properties, Inc. Maury Herman
Applicant:	Anne Soper, UPDESIGN Studio
City Staff:	Sara Dechter, Interim HPO
REQUESTED ACTION:	Approval of Grant Application

The Heritage Preservation Commission approved façade improvements with conditions to restore the transom to glass that better resembles the historic photos and to off center the entrance to be more in keeping with the historic conditions. The applicant is seeking grant funding for demolishing the existing storefront, restoring masonry and vestibule features, and installing a new storefront and windows, which were salvaged from an adjacent building.

RECOMMENDED ACTION:	Approval of grant application

Ms. Dechter introduced the grant application

Anne Soper, applicant architect, answered questions from Commissioners about any changes from what was previously approved by the Commission

MOTION: Commissioner Day moved to approve the grant application with the condition that the line item to install glass block be removed and the money can be applied to another line item to be administratively approved by the HPO. Commissioner Dale seconded the motion. Motion passed unanimously

III. Old Business:

1. Landmark Overlay Zone – Our Lady of Guadalupe Catholic Church

Address:	224 S Kendrick Street
Assessor's Parcel Number:	103-07-021B
Property Owner:	Bishop of the Roman Catholic Church of the Diocese of Phoenix
Applicant:	Fr. Will Schmid
City Staff:	Sara Dechter, Interim HPO
REQUESTED ACTION:	Recommend property for Landmark Overlay

The Heritage Preservation Commission recommended approval of a Landmark Overlay for the Our Lady of Guadalupe Catholic Church in February 2017. Since then the parish has considered decided to pursue the overlay on the church and former convent and not to include the former rectory located at the corner of Butler and Kendrick. The overlay would protect the Lots 1 through 8 of the original Normal School Addition plat.

RECOMMENDED ACTION:	Staff recommends (1) opening a public hearing to allow for the public to provide comments to the commission, and (2) Forwarding a recommendation for the Landmark Overlay on the area recommended to the Planning and Zoning Commission and City Council.

Mary Vasquez-Powell and Laura Bustamonte Myers represented the applicant and provided supplemental materials on the value of the church for the Hispanic and Catholic communities in Flagstaff

Lynn Neal asked if the rectory was on the National Register listing for the property. Sara Dechter, interim HPO, responded that it is, and that Landmark Overlays are voluntary actions by the property owner.

Lena Wallen, resident, spoke in support of applying the Landmark Overlay district

MOTION: Commissioner Webber moved to recommend to Planning and Zoning Commission and City Council for approval of the landmark overlay. Commissioner Hough seconded the motion. Motion passed unanimously

III. **Work Session**

1. Certified Local Government Historic Preservation Fund Pass-Through Grant, Federal Fiscal Year 2019

Staff would like feedback on the possible projects that could be funded through this grant. Staff will solicit 2 to 3 commission members to write on the grant proposal over the next 4 weeks.

Ms. Dechter gave a brief description of the proposed projects that could be funded through the grant.

Discussion was held on the proposed projects.
The Commission preferred a historic context for Sunnyside. Jill Hough and Jonathan Day agreed to work with the interim HPO on the application over the next few weeks. Emily Dale will review for final editing.

2. Arizona State Historic Preservation Plan Update 2019

The State Historic Preservation Office (SHPO) is consulting with Certified Local Governments in preparation of an update to the Arizona State Historic Preservation Plan. The SPA is requesting

- Comments on the form and content of the draft
- Recommendations on what the importance cultural resource issues facing Arizona are and most importantly, in Flagstaff,
- Information about Flagstaff's heritage preservation programs that can be include in the description of historic preservation partners in Arizona

The HPC will discuss the materials transmitted from the SHPO and provide input to the Historic Preservation Officer. Staff will present a draft response to the Commission at the August HPC meeting for Commission endorsement.

Discussion was held on the preservation plan update

IV. **REPORTS:**

1. Review of Administrative Approvals:

   i. PZ-19-00132 - 1817 N WEST ST, Flagstaff, AZ, 86004 - CRS Letter Report, Approved 7/11/19, Finding: The property is not significant under federal, State or local criteria. Letter report documentation is adequate to proceed with application for a demolition permit.

Discussion was held on the administrative approval

V. **ANNOUNCEMENTS**

(Informal Announcements, Future Agenda Items, and Next Meeting Date)

a. Future Agenda Item - Council Communication update

New handbook is being worked on by the City Clerk and a member of Council is assigned to each commission

b. Upcoming SHPO visit to Train Station Platform

Ms. Dechter gave an update on the SHPO visit to Flagstaff

c. Next Regularly Scheduled Meeting: August 21, 2019

VI. ADJOURNMENT

Adjourned at 5:35 p.m.

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Brown, Special Services Manager

Co-Submitter: Stacey Brechler-Knaggs

Co-Submitter: Stacey Brechler-Knaggs

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Approval of Grant Application and Acceptance Upon Award: U.S. Department of Justice, 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $20,458.00.

STAFF RECOMMENDED ACTION:

Approve the U.S. Department of Justice, 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) application to the Flagstaff Police Department for grant funds in the amount of $20,458.00.

Executive Summary:

Approval of the grant in the amount of $20,458.00 will greatly assist in providing overtime funds to the Flagstaff Police Department for community policing and property crime interdiction initiatives. The Coconino County Sheriff's Office will utilize funds to purchase two (2) cellular modern systems that will replace the current satellite systems along with a 24" plotter printer used in the incident command trailer.

Both agencies will use 3% of their total amount for the mandatory National Incident Based Reporting System (NIBRS) transition. A total amount of $614.00 will be used for NIBRS as requested by the JAG grant requirements.

Financial Impact:

There is no significant financial impact to the City of Flagstaff in terms of expenditures. The grant is in the amount of $20,458.00 and is budgeted in FY 2020, utilizing account number 001-04-062-6101-2

Policy Impact:

This grant will allow us to provide additional funding to assist Flagstaff Police Department in meeting the community's expectations in regards to our community policing efforts.

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

Flagstaff Regional Plan Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

Yes, Council approved and accepted the Fiscal Year 2019 JAG grant application.

Options and Alternatives:

1.) Approve grant application process and acceptance upon award.
2.) Disapprove grant application process.

Background/History:

The U.S Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported to the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported to the state. The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to received one- and one-half times more funding than the County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city. City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we identify an area which would benefit from additional police presence, these funds will be beneficial in assuring we can provide these necessary services. As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of $5,953.00 for the JAG funding upon successful award.

Expanded Financial Considerations:

Financial Implications: The 2019 JAG funds have been allocated in the amount of $20,458.00 of which the City agrees to pay the County a total of $6,137 (includes 3% set aside) to be utilized for the purchase of two (2) cellular modern systems that will replace the current satellite systems along with a 24" plotter printer to be used in the incident command trailer. The City amount of $14,321.00 will be used for police overtime (approximately 231 hours of officer overtime), with the remaining balance of $430.00 to be used for the transition to the National Incident Based Reporting System (NIBRS) required to be in place by the federal government in year 2021. The financial impact of these funds cannot be minimized. Without these additional funds, the Flagstaff Police Department will be hard pressed to meet proactive community policing demands without going over budget on overtime.

Community Benefits and Considerations:

These funds will assist the Flagstaff Police Department and the Coconino County Sheriff's Office to prevent and control crime, administer justice and assist crime victims.

Community Involvement:

Empower: The law-abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades the Flagstaff Police Department receives from citizens reinforce the need for these beneficial programs.

Expanded Options and Alternatives:

Financial Implications: The 2019 JAG funds have been allocated in the amount of $20,458.00 of which the City agrees to pay the County a total of $5,953 for the purchase of two (2) cellular modern systems that will replace the current satellite systems along with a 24" plotter printer to be used in the incident command trailer and $184.40 will be used for the mandatory National Incident Based Reporting System (NIBRS) transition required by the federal government. The City amount of $13,891.00 will be used for directed patrol initiatives (approximately 224 person hours of discretionary overtime for officers), with the remaining balance of $430.00 will be used for the mandatory National Incident Based Reporting System (NIBRS) transition required by the federal government.

Attachments: FY19 JAG Application

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name City of Flagstaff	Organizational Unit Flagstaff Police Department
Address City Hall, 211 West Aspen Flagstaff, Arizona 86001-5359	Name and telephone number of the person to be contacted on matters involving this application Brechler-Knaggs, Stacey (928) 213-2227
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 86-6000244	7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT FY 2019 JAG
12. AREAS AFFECTED BY PROJECT Northern Arizona	
13. PROPOSED PROJECT Start Date: October 01, 2018 End Date: August 30, 2020	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project AZ01

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$20,458	Program is not covered by E.O. 12372
Applicant	$0	
State	$0	
Local	$0	
Other	$0	

Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$20,458	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

N

Close Window

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Flagstaff
Street1: 211 W. Aspen Ave.
Street2:
City: Flagstaff
State: ARIZONA
Zip Code: 86001

2. Authorized Representative's Name and Title:

Prefix: Ms. First Name: Barbara Middle Name:
Last Name: Goodrich Suffix:
Title: City Manager

3. Phone: (928) 213-2081 4. Fax: 9282312209

5. Email: bgoodrich@flagstaffaz.gov

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1894	866000244	883026250000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☐ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: CliftonLarsonAllen

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☐ Unqualified Opinion ☒ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): $ 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that – (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Barbara Goodrich Date: 2018-08-18

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other: City Manager

Phone: (928) 213-2081

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2019 LOCAL SOLICITATION

List of Project Identifiers

Applicable project identifiers associated with proposed project activities include:

1. Alcohol
2. Community Policing
3. Crime Prevention
4. Drugs
5. Equipment – general
6. Gangs
7. Graffiti
8. Intervention Programs
9. Overtime
10. School crime

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2019 LOCAL SOLICITATION

PROGRAM NARRATIVE (Attachment 1)

The Employer Identification Number (EIN) on the SF-424 is the City of Flagstaff Municipal Government EIN. The Flagstaff Police Department has a vendor number that is 86-6000282, The City of Flagstaff's DUNS number is 088302625, SAM expiration date 04/10/2020. The Coconino County's DUNS number is 838150878, SAM expiration date 11/09/2019.

Program Objectives

Flagstaff Police Department (FPD) –
City of Flagstaff, Flagstaff Police Department FPD is applying for $20,458.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The FPD portion of $13,891.00 will fund approximately 231.5 person-hours of discretionary overtime for officers. As the economy continues to struggle, budget cuts and economic crisis increase the likelihood of crimes therefore the financial impact of these funds cannot be minimized. We will be hard-pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime, even without staffing the extra programs that the community has come to expect. The remaining $430.00 will be used for the mandatory National Incident Based Reporting System (NIBRS) transition.

Coconino County Sheriff's Office (CCSO) –

CCSO is applying for $5,953.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The funds will be used to purchase two (2) cellular modem systems that will replace our satellite systems and a 24" plotter printer used in our incident command trailers. These trailers are used in events such as DUI task forces, man hunts, missing persons, disasters and search and rescue.

Coconino County is over 18,600 square miles of geographically rugged terrain. Throughout these rural areas, communication systems contain gaps of coverage. Installing cellular modem systems will allow the capability of mission critical connectivity of cellular and networking solutions in areas where coverage is poor to non-existent.

The remaining $184.00 will be used for the mandatory National Incident Based Reporting System (NIBRS) transition and will be used in conjunction with the OnCall Records implementation to add NIBRS to the records software management system.

Organization Capabilities/Competencies

FPD - We know our strategies work – in calendar year 2018 alone, we were able to focus on Part One crimes, Property crimes and work toward the reduction of DWI-related collisions. The department's effective and consistent application of the methods and principles of CompStat and Community Policing have improved the safety and quality of life for the citizens of Flagstaff.

The City of Flagstaff Grants Management Team (GMT) is composed of the Grants and Contracts Manager, Grants Specialist, Financial Officer/Accountant, and the Project Representative. This team approach has assured the City's success in grant compliance from application to closeout. The GMT ensures all terms and conditions of the grant agreement are

followed, provides oversight and monitoring for necessary financial and performance reports, monitors contract performance, and ensures all evaluation, audit and closeout procedures are met.

The City of Flagstaff has a full-time Grants and Contracts Manager position which involves researching, monitoring, and applying for available municipal-related grants, monitoring, implementing, evaluating, and assuring the compliance of terms and conditions, and in general, is the central coordinator for all grants; which may involve internal auditing and internal accountability for proper grant compliance. The Grants Specialist position provides support to the Grant and Contracts Manager in these functions. The Accountants assigned to the grants have a high level of technical expertise in governmental budgeting and accounting. In addition, the Project Representatives have extensive knowledge in the targeted areas in which they are seeking funds and are responsible for administering the programs.

The City receives numerous federal grants, which are audited yearly by an Independent Auditor on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB 2 CFR Part 200. The Single Audit Report, Schedule of Expenditures of Federal Awards for the past five years, have reflected no audit findings.

The Coconino County Sheriff's Office is highly capable of implementing this project. Key players have been identified to oversee this project. We have a full-time Grants Manager that will monitor, evaluate and assure the compliance of terms and conditions, and coordinate the implementation and reporting of the project. We have a Criminal Investigations Lieutenant that will coordinate with the County Purchasing Manager to assess vendor presentations and bids, as well as oversee the implementation of the equipment.

Program Activities - Design and Implementation

FPD – When not actively responding to citizen-initiated calls for service, officers will use these funds to conduct proactive enforcement and education in neighborhoods and business areas to reduce crime and improve quality of life. These funds will pay for 231.5 hours of officer overtime, which will help preserve jobs and be a huge economic benefit to staff. Adding so many hours of "feet-on-the-street" for these community policing, Neighborhood Block Watch and CompStat initiatives will greatly enhance all our efforts toward our public safety mission.

Community Policing programs provide positive community relationships and excellent customer service to the community. Programs included in community policing include the following:

Neighborhood Block Watch: Neighborhood Block Watch meetings serve as a forum for officers to reach the public. Officers attend community support meetings bi-monthly to identify community concerns and crime patterns and make community policing contacts in the form of educational presentations and clean-up projects. In addition to sharing of information, officers develop problem-solving strategies which result in special enforcement projects, surveillances and "knock and talk" details.

CompStat is a multifaceted, dynamic approach to crime reduction. Data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using these strategies, department personnel and resources are rapidly deployed. CompStat is a valuable tool for the Flagstaff Police Department and effectively reduces crime and protects property.

CCSO will enter into an Intergovernmental Agreement with the City of Flagstaff. Once this document has been fully executed, we will follow the County's established best practices procurement methods to purchase the equipment. We will coordinate with the vendor for installation and officer training.

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Project Plan - Impact/Outcomes, Evaluation, and Sustainment

FPD - In line with our community policing philosophy, field personnel use problem-solving methods to address crime, fear of crime and quality of life issues. In addition to sharing information, officers develop problem-solving strategies which resulted in numerous special enforcement projects, surveillances, and assisting nearby agencies with local projects. Many of these activities are a direct result of increased criminal activities in a specific location or neighborhood and the citizen complaints or concerns over these activities. Our various "Safe" programs - Safe Streets, Safe Nights, and Safe Neighborhoods - are examples of programs that have been welcomed by our citizens and merchants. The law-abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades we receive from citizens reinforce the need for these beneficial programs.

Officers apply CompStat process to address citizens concerns of criminal activity, fear of crime and public intoxication in high crime areas. Specific initiatives, directed patrol efforts, and undercover surveillance have proved extremely effective. Officers also worked closely with community members to improve the environmental design and security of high traffic/high crime locations.

CCSO- Replacing the satellite systems with cellular modem systems will allow the addition of stable internet connections in areas where communications are poor or non-existent, for use with deputy's mobile data computers that contain law enforcement and emergency operations programs. The plotter printer will be used to print maps of areas during emergency events and disasters.

The Sheriff's Office Communications Manager will add the equipment to our inventory and monitor the systems routinely to ensure continued coverage.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2018 LOCAL SOLICITATION

BUDGET NARRATIVE (Attachment 2)

The total **$20,458.00** JAG funds will be divided between the disparate City of Flagstaff ($14,321.00), Flagstaff Police Department (FPD) and Coconino County Sheriff's Office (CCSO) ($6,137.00). The City share is slated for use as discretionary overtime for our Officers to carry out Community Policing programs and CompStat initiatives.

CITY OF FLAGSTAFF POLICE DEPARTMENT

A. Personnel

Overtime Cost	Approx. Hrs.	Approx. Hrly Wage	Total
Police Officer	231.5	$36	$8,334.60

The funds will be spent to supplement overtime for officer's community policing, special task forces and compStat Initiatives. These funds will pay approximately 231.5 hours of officer overtime which will help our efforts to prevent or reduce property crime and violence. This will also assist in our "Feet on the Street" public safety initiative which will greatly enhance our efforts towards our core mission.

B. Fringe Benefits

Overtime Cost	Approx. Hrs.	Approx. Fringe	Total
Police Officer	231.5	$24	$5,556.40

The City's fringe benefit rate is 40% and covers the following items; FICA, Worker's Compensation, and Unemployment Compensation.

D. Equipment

National Incident-Based Reporting System (NIBRS) 3 present set-aside will be used towards the Intergraph I/leads Records Management Software that is used for the City's Uniform Crime Reporting.

NIBRS 3% - ***CITY***	$430.00

COCONINO COUNTY SHERIFFS OFFICE

G. Subawards / Subrecipient

CCSO is applying for $5,953.00 under the purpose of: LAW ENFORCEMENT PROGRAMS. The funds will be used to purchase two (2) cellular modem systems and a 24" plotter printer with service to be used by deputies utilizing our two incident command trailers during task forces, disasters and search and rescue events.

Two cellular modem systems	$4,600.00
One 24" plotter printer	$1,353.00

The remaining $184.00 is applied to the associated National Incident Based Reporting System (NIBRS) costs, bringing the Coconino County Sheriff's Office total to $6,137.00.

NIBRS 3% - ***County***	$184.00

Total Project Cost – ***City & County***	$20,458.00

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	

A. Personnel

Name	Position	Computation						
List each name, if known.	*List each position, if known.*	*Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	*Rate*	*Time Worked (# of hours, days, months, years)*	*Percentage of Time*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
Officer Position	Officer	$36.00	hourly	232	100%	$8,334		$8,334
					Total(s)	**$8,334**	**$0**	**$8,334**

Narrative

The funds will be spent to supplement overtime for officer's community policing, special task forces and compStat Intiatives. These funds will pay approximately 231.5 hours of officer overtime which will help our efforts to prevent or reduce property crime and violence. This will also assit in our "Feet on the Street" public safety intiative which will greatly enhance our efforts towards our core mission.

B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits.	*Show the basis for computation.*				
	Base	*Rate*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
	$13,891.00	40.00%	$5,557		$5,557
		Total(s)	**$5,557**	**$0**	**$5,557**

Narrative

The City's fringe benefit rate is 40% and covers the following items; FICA, Worker's Compensation, and Unemployment Compensation.

C. Travel

Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Lodging, Meals, Etc.*	*Per day, mile, trip, Etc.*	*Compute the cost of each type of expense X the number of people traveling.*						
				Cost	*Quantity*	*# of Staff*	*# of Trips*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**

Narrative

D. Equipment

Item *List and describe each item of equipment that will be purchased*	Computation *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	*Unit Cost*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
City- NIBRS 3% set-aside, Records Management Software	1	$430.00	$430		$430
		Total(s)	**$430**	**$0**	**$430**

Narrative

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	Computation *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	*Unit Cost*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

F. Construction

Purpose *Provide the purpose of the construction*	Description of Work *Describe the construction project(s)*	Computation *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	*Cost*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
				$0		$0
			Total(s)	**$0**	**$0**	**$0**

Narrative

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
Provide a description of the activities to be carried out by subrecipients.	*Describe the purpose of the subaward (subgrant)*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	*Non-Federal Contribution*	*Federal Request*
County- NIBRS 3% set-aside, Records Management Software	Records Management Software		$184		$184
Cellular Modems, Installation, and service	The two (2) cellular modem systems with service will be used by deputies utilizing two incident command trailers during task forces, disasters and search and rescue events		$4,600		$4,600
24" Plotter Printer with stand	The 24" plotter printer with service will be used by deputies utilizing two incident command trailers during task forces, disasters and search and rescue events		$1,353		$1,353
		Total(s)	$6,137	$0	$6,137

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
			Cost	*Duration or Distance*	*# of Staff*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
						$0		$0
					Total	$0	$0	$0

Narrative

The cellular modem systems will be used in incident command trailers during law enforcement operations where communications are poor or non-exesitent. The quote for the systems was generated by Niles Radio Communications. Niles holds the Arizona state contract for communications equipment. The cellular modem systems and 24" plotter printer with service will be used by deputies utilizing two incident command trailers during task forces, disasters and search and rescue events. The County will use the 3% NIBRS set-aside to enchance the Records Management System in preparation of the transition to NIBRS.

H. Procurement Contracts

Description	Purpose	Consultant?			
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	*Non-Federal Contribution*	*Federal Request*
					$0
		Total(s)	$0	$0	$0

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	*Indicate the travel destination.*	*Hotel, airfare, per diem*	*Compute the cost of each type of expense X the number of people traveling.*					
				Duration				

			Cost	or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						$0		$0
					Total	$0	$0	$0
Narrative								

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	Computation *Show the basis for computation*						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					$0		$0
				Total(s)	$0	$0	$0
Narrative							

J. Indirect Costs

Description *Describe what the approved rate is and how it is applied.*	Computation *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			$0		$0
		Total(s)	$0	$0	$0
Narrative					

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		*Year 2 (if needed)*		*Year 3 (if needed)*		*Year 4 (if needed)*		*Year 5 (if needed)*		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$8,334	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,334
B. Fringe Benefits	$5,557	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,557
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$430	$0	$0	$0	$0	$0	$0	$0	$0	$0	$430
E. Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$6,137	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,137
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$20,458	$0	$0	$0	$0	$0	$0	$0	$0	$0	$20,458
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$20,458	$0	$0	$0	$0	$0	$0	$0	$0	$0	$20,458
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2019 LOCAL SOLICITATION

REVIEW NARRATIVE (Attachment 3)

The City Staff Summary Report for the FY 2019 JAG grant application and the Intergovernmental Agreement will be presented at the October 2019 City Council meeting. These meetings are open to the public and posted in City Hall and on the City's website. To comment on an item that is on the agenda citizens are asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, their name will be called to address the council and provide comment.

In addition, the Coconino County Board of Supervisors will address an agenda item on September 3, 2019, certifying approval of the grant application and an Intergovernmental Agreement between the disparate City of Flagstaff and Coconino County. The County Board meetings are also open to the public to comment on any agenda item.

This year's City funds will be spent to supplement overtime for officer's community policing, special task forces and CompStat initiatives. These funds will pay for approximately 231.5 hours of Officer overtime which will help our efforts to prevent or reduce property crime and violence. Finally, adding so many "feet-on-the-street" for these important public safety initiatives will greatly enhance all our efforts toward our core mission.

The designated Coconino County funds will be utilized to purchase two (2) cellular modem systems and one (1) 24" plotter printer to be used in our incident command trailers, where we have communication issues.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2019 LOCAL SOLICITATION

ABSTRACT (Attachment 4)

Applicant's Name: City of Flagstaff, Flagstaff Police Department (FPD)
Title of Project: FPD & CCSO – FY 2019 JAG Program

Goals:

FPD - Funding to pay for approximately 231.5 hours of officer overtime, which will help our continued efforts to prevent or reduce crime and violence. In addition, funds will be applied for the use of allowable administrative costs for the City as the applicant/fiscal agent.

CCSO – The goal of this project is to purchase two cellular modem systems and a 24" plotter printer to be used in our incident command trailers during task force operations, disasters, and search and rescue.

Description of Strategies:

FPD has a proven track record of establishing and maintaining crime prevention programs that elicit cooperation between community members and law enforcement personnel to control, detect and investigate crime. Using Community Policing principles and a CompStat policing model we have achieved a multifaceted, dynamic approach to crime reduction, improving quality of life and resource allocation. Crime data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using CompStat data, department personnel and resources are rapidly deployed to most effectively reduce crime and protect property and relentless follow-up and assessment helps ensure results are achieved.

Coconino County is the second largest county in the United States, spanning over 18,600 square miles. Within our jurisdiction is rugged terrain and our radio communication system has areas with poor or non-existent communications. The cellular modem systems will be used during law enforcement operations where coverage is poor, increasing officer safety. The plotter printer will be used to print maps during emergencies, disasters and search and rescue operations.

Project Identifiers:

The ten project identifiers that meet the criteria for the Edward Byrne Memorial Justice Assistance grant are Alcohol, Community Policing, Crime Prevention, Drugs, Equipment – general, Gangs, Graffiti, Intervention Programs, Overtime, School crime.

CCSO – The project identifiers that meet the criteria for the FFY18 Edward Byrne Memorial Justice Assistance grant are Community Policing, Community Prosecution, Equipment – Video/Audio, Policing, and System Improvements.

Major Deliverables:

FPD – Approximately 231.5 hours of officer overtime, which will help our efforts to prevent or reduce crime and violence and allowable administrative costs.

CCSO – We will purchase, program, and test two cellular modem systems in areas of poor coverage. After testing, we will deploy the systems in our incident command trailers during law enforcement operations. We will purchase and install the plotter printer in the incident command trailer, test and deploy.

Coordination Plans:

FPD – Administer Officer Overtime to achieve the project goal by the end of the grant period.

CCSO – We will enter into an Intergovernmental Agreement with the City of Flagstaff. Once this document has been fully executed, we will obtain approval from the County to purchase the equipment and train officers on its use.

This grant will not coordinate with any other justice-related funding and will be used solely for overtime by the City of Flagstaff and for the purchase of the cellular modem system and a plotter printer for the County.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2019 LOCAL SOLICITATION

APPLICANT DISCLOSOURE OF PENDING APPLICATIONS

The City of Flagstaff **does not** have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2019 LOCAL SOLICITATION

APPLICANT DISCLOSOURE OF PENDING APPLICATIONS

The Coconino County Sheriff's Office **does not** have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☑ Prime ☐ Subawardee
Tier , *if known*:
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001
Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*:

6. Federal Department/Agency:
U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistnace

7. Federal Program Name/Description:
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual. last name. first name. MI*):
Nexxus Consulting
Bob Holmes
499 South Capital St., SW Suite 600
Washington, D.C. 20003

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name. first name. MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: Barbara Goodrich
Print Name: Barbara Goodrich
Title: City Manager
Telephone No.: (928) 213-2081 Date: _____

Federal Use Only:

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Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Coral Evans

Signature of Chief Executive of the Applicant Unit of Local Government

08/22/2019

Date of Certification

Coral Evans

Printed Name of Chief Executive

Mayor

Title of Chief Executive

City of Flagstaff

Name of Applicant Unit of Local Government

Rev. March 6, 2019

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:
- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

APPENDIX E - RESPONSE

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

Answer: The Flagstaff Police Department has Policy 429 entitled Immigration Enforcement which conforms to the state law. (see attached copy)

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes the State of Arizona has A.R.S. Section 11-1051 entitled Cooperation and assistance in enforcement of immigration laws. (see attached copy)

(3) If yes to either:

- Please provide a copy of each law or policy; **Copies Attached**
- Please describe each practice; and

A.R.S. Section 11-1050 states (in pertinent part): "For any lawful stop, detention or arrest made by a law enforcement official or a law enforcement agency of this state or a law enforcement official or a law enforcement agency of a county, city, town or other political subdivision of this state in the enforcement of any other law or ordinance of a county, city or town or this state where reasonable suspicion exists that the person is an alien and is unlawfully present in the United States, a reasonable attempt shall be made, when practicable, to determine the immigration status of the person, except if the determination may hinder or obstruct an investigation. Any person who is arrested shall have the person's immigration status determined before the person is released. The person's immigration status shall be verified with the federal government pursuant to 8 United States Code § 1373(c)."

Flagstaff Police Department Policy 429 States (in pertinent part): "This agency shall conduct all immigration enforcement activities in a manner consistent with federal and state laws regulating immigration and protecting the civil rights, privileges and immunities of all persons. This policy will not limit or restrict the enforcement of federal immigration laws to less than the full extent permitted by federal law, nor does it restrict the full enforcement of state laws."

The policy further states, consistent with state law: "If, during the course of a lawful stop or detention of a person ("detainee"), an officer subsequently develops reasonable suspicion to believe a detainee is an alien and is unlawfully present in the U.S., the officer must make a reasonable attempt to determine the immigration status of the detainee with ICE/CBP."

- Please explain how the law, policy, or practice complies with section 1373.

Arizona Law and Flagstaff Police Department Policy 429 do not prohibit or restrict a government entity from sending or receiving information from ICE regarding citizenship or immigration status in compliance with Section 1373(a) and (b)(1). The law and policy also do not restrict the maintaining of such information or the exchange of such information with other governmental entities in compliance with Section 1373(b)(2) and (3).

Immigration Enforcement

429.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the management of investigations into issues related to immigration enforcement.

429.2 POLICY

This agency shall conduct all immigration enforcement activities in a manner consistent with federal and state laws regulating immigration and protecting the civil rights, privileges and immunities of all persons. This policy will not limit or restrict the enforcement of federal immigration laws to less than the full extent permitted by federal law, nor does it restrict the full enforcement of state laws.

The need for community trust and cooperation is an essential component of effective policing and public safety. In furtherance of this principle, victims and witnesses of crime and individuals who contact this agency to express concerns about our performance or file a complaint should not be the focus of immigration inquiries and should be encouraged to cooperate in the reporting and investigation of crime and complaints.

Whenever a foreign national is arrested or detained in the United States, there are legal requirements an officer must follow to ensure the arrested / detained subject has access to consular assistance from his or her own government. These requirements apply to the arrest or detention of anyone who is not a United States citizen, including permanent resident aliens and illegal immigrants. Officers should refer to the diplomatic and consular contacts policy (#432) for proper protocol.

429.3 DEFINITIONS

ICE/CBP €š" Immigration and Customs Enforcement, or Customs and Border Protection.

Reasonable suspicion - when an officer is aware of specific, articulable facts which, when considered with objective and reasonable inferences, form a basis for particularized suspicion. The requirement of particularized suspicion encompasses two elements. First, the assessment must be based upon the totality of the circumstances. Second, that assessment must create a reasonable suspicion that the particular person is unlawfully present in the United States.

ICE Referral Form- Form (attached) that is utilized by officer to document aliens that have civil only detainers, administrative warrants, or any detainee questioned and suspected of unlawful immigrant status but released. This form will be documented with an FPD DR, and turned into Records via the normal report submission process. Records will forward this form to ICE.

429.4 CONSENSUAL CONTACTS

(a) State laws related to immigration enforcement neither expand nor limit an officer's ability to approach a person and engage that person in a voluntary conversation.

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During that conversation, the officer may inquire about any subject matter. The person contacted does not have to answer questions or produce any identification, but may choose to do so voluntarily. Officers do not have the authority to demand that a person "show their papers." If during the contact, the officer develops reasonable suspicion that the person has committed, is committing or is about to commit a crime, then the officer should proceed as provided in Section V below.

(b) Officers should exercise discretion in making immigration status inquiries during consensual contacts with juveniles, victims and witnesses of crime. Officers are strongly advised to refrain from making such inquiries of victims, witnesses, or those making citizen's complaints as discouraging cooperation is likely to hinder or obstruct the investigation and can negatively impact overall community trust and confidence. Immigration status inquiries should only be made when necessary to further an investigation. In order to avoid perceptions of bias based policing (including racial profiling) during consensual contacts, officers should be consistent in asking persons for their identification.

(c) In no event shall race, color or national origin play any role in an officer's decision to inquire about immigration status in consensual encounters.

429.5 PERSONS LAWFULLY STOPPED OR DETAINED

If, during the course of a lawful stop or detention of a person ("detainee"), an officer subsequently develops reasonable suspicion to believe a detainee is an alien and is unlawfully present in the U.S., the officer must make a reasonable attempt to determine the immigration status of the detainee with ICE/CBP. There are two exceptions to this requirement:

(a) When it is not practicable

1. In determining whether it is practicable, officers should consider things such as work load, criticality of incident and of other present duties, available personnel on scene, location, available back-up, ability to contact ICE/CBP and availability of ICE/CBP.

(b) When the determination may hinder or obstruct an investigation

1. The officer should consider when or whether to investigate immigration status in light of the need for suspect, victim and witness cooperation in an investigation (this consideration is not necessarily limited to the investigation for which you have detained the person). For example, complex investigations of money laundering, human trafficking and drug smuggling may require significant cooperation of those involved.

In establishing whether there is reasonable suspicion to believe a person is an alien and unlawfully present in the U.S., an officer shall not consider the detainee's race, color or national origin, except to the extent that an officer may ask about a person's citizenship. If the detainee presents one of the following types of identification, it is presumed that the detainee is lawfully present in the U.S.

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No further investigation into the person's status is necessary, unless there are additional facts that cast doubt on the person's lawful presence:

(a) A valid Arizona driver license,

(b) A valid Arizona non-operating identification license,

(c) A valid tribal enrollment card or other form of tribal identification, or

(d) If the entity requires proof of legal presence in the U.S. before issuance, any valid U.S. federal, state or local government issued identification.

If reasonable suspicion exists to believe the person is unlawfully present, and if the detainee does not present presumptive identification or meet one of the exceptions that are listed in section 429.5 (a) and (b) above, the officer shall make a reasonable attempt to determine the person's immigration status. In determining whether reasonable suspicion of unlawful presence exists, officers should consider all relevant factors, including, among others:

(a) lack of or false identification (if otherwise required by law)

(b) possession of foreign identification

(c) flight and/or preparation for flight; engaging in evasive maneuvers, in vehicle, on foot, etc.

(d) voluntary statements by the person regarding their citizenship or lawful presence

    (a) Note that if the person is in custody for purposes of Miranda, s/he may not be questioned about immigration status until after the reading and waiver of Miranda rights.

(e) foreign vehicle registration

(f) counter-surveillance or lookout activity

(g) in company of other unlawfully present aliens

(h) location, including for example:

    (a) place where unlawfully present aliens are known to congregate looking for work

    (b) a location known for human smuggling or known smuggling routes

(i) traveling in tandem

(j) vehicle is overcrowded or rides heavily

(k) passengers in vehicle attempt to hide or avoid detection

(l) prior information about the person

(m) inability to provide their residential address

(n) claim of not knowing others in same vehicle or at same location

(o) providing inconsistent or illogical information

(p) dress

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(q) demeanor " for example, unusual or unexplained nervousness, erratic behavior, refusal to make eye contact

(r) significant difficulty speaking English

When reasonable suspicion exists to believe a detainee is an alien and present in the U.S. unlawfully but there are no state or local criminal violations, the officer shall contact ICE/CBP, unless presumptive identification is presented or one of the exceptions in 429.5 (a) and (b) of this order applies.

(a) The officer through dispatch shall contact the ICE Law Enforcement Support Center at 1-802-872-6020 to advise the Center that the officer has a person detained and needs to have the person's name, date of birth and alien number (if available) checked in the ICE database.

(b) If ICE/CBP advises the officer that there are federal criminal charges against the detainee, then the officer shall determine whether ICE/CBP will respond to take the person into custody or whether the officer should arrest the detainee and transport them to the Coconino County Jail.

(c) If ICE/CBP advises the officer that the detainee only has federal civil charges, then the officer shall ask whether ICE/CBP will respond. The officer may not extend the initial lawful stop based upon the federal civil charges. Once the investigation related to the initial lawful stop has been completed, the detainee must be released unless the officer has developed reasonable suspicion or probable cause relating to other criminal activity. Without the person's consent, officers shall not transport the person based solely upon a federal civil violation.

(d) If ICE/CBP is unable to indicate whether the federal charge against the detainee is civil or criminal, then the officer shall treat the charge as civil pursuant to paragraph (3) above.

(e) If ICE/CBP does not answer or if they are unable to immediately verify that the detainee is unlawfully present, ICE/CBP should be asked to re-contact the officer if and when any information is available. The officer may then proceed to process the detainee as the officer would otherwise under our existing procedures. The officer shall not extend the detention solely to wait for ICE/CBP to respond. If the officer obtained relevant information during the lawful stop, the officer shall fill out an ICE referral form. The referral from will be submitted to records with the accompanying documents (Citation, Warning, etc) The referral report shall be submitted to ICE by records.

(f) If ICE/CBP verifies the subject has no records or is not wanted for civil or criminal charges, the officer does not need to complete the Ice Referral Form as long as the reasonable suspicion to conduct the inquiry will be covered in the call notes or a connecting report.

(g) The U.S. Department of State does not consider it necessary to make consular notification in instances where the detention of a foreign national is for a short period of time. A routine traffic stop or accident investigation generally will not detain the national for more than a brief time, so notification is not necessary.

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(h) Juveniles who are detained based upon reasonable suspicion to believe they are involved in criminal activity shall not be asked about immigration status without the presence of a parent, guardian or attorney. Officers may ask for presumptive identification if appropriate, and may consider statements offered by the juvenile in determining whether reasonable suspicion exists to believe the juvenile detainee is unlawfully present in the U.S.

429.5.1 DOCUMENTATION OF REASONABLE SUSPICION

(a) If an officer does an Ice inquiry on a stop or FI, and the suspect comes back clear Officers must list their reasonable suspicion in the call notes of the stop or FI (on the MDC).

(b) If an officer does not get a timely return from ICE, the officer will complete the Ice Referral Form, where they will list their reasonable suspicion.

(c) If an officer recieves a civil hit, the officer will list their reasonable suspicion in the Ice Referral form.

(d) If an officer recieves a criminal hit they will list their reasonable suspicion in the report.

(e) Detectives will cover how they established reasonable suspicion in their detective supplemental report.

429.6 ARRESTS

(a) Officers are required to verify the immigration status of all arrestees unless it can be verified through one of the forms of presumptive identification as outlined above.

(b) When an officer arrests a person for a misdemeanor and is considering whether the cite and release the person, and has reasonable suspicion to believe the individual is undocumented, the officer through dispatch shall contact the ICE Law Enforcement Support Center at 1-802-872-6020 to advise the Center that an officer has a person under arrest and needs to have the person's name, date of birth and alien number (if available) checked in the ICE database.

1. If ICE/CBP does not answer or if ICE/CBP is unable to verify that the arrestee is unlawfully present, then the officer will proceed to handle the arrestee according to agency policy, which may result in the issuance of a citation/referral and the release of the arrestee.
2. If ICE/CBP verifies that the person has federal civil or criminal charges, then the officer may ask the federal agency to transport the person, the officer may transport the person to the agency, or the officer may transport the person to jail for booking on the state charges. FPD officers will not transport persons to jail on federal civil charges alone.
3. If verification is made by the agency, the fact that verification was made and by whom will be documented in the DR.

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(c) When an officer arrests a person and is going to book the person into a jail facility, it is still necessary for the officer to contact ICE/CBP though dispatch to verify that the arrestee is lawfully present (unless they have presumptive identification). The fact that verification was made and by whom will be documented in the DR. Again if ICE/ CBP does not answer or if ICE/CBP is unable to verify that the arrestee is unlawfully present, then the officer will proceed to complete the ICE Referral From. As required by Arizona law, all persons who are to be booked into jail shall be asked about their country of citizenship, with the answer/s documented in the departmental report:

1. What is your country of citizenship?
2. Where were you born?
    (a) If the answer is other than the United States, officers will ask the arrested person if they have dual United States citizenship. Additionally, the following questions should be asked, but only after Miranda warnings have been given (if a juvenile, use appropriate Miranda warnings) and a waiver obtained.
        1. Are you in the United States legally?
        2. Do you have any registration documents or other proof of lawful presence?

(d) In situations where a Foreign National is arrested but cited and released a short time later, it is unnecessary to notify their consulate. If, however, the Foreign National is being detained for a significant length of time (whether or not they are under arrest), it becomes necessary to advise the Foreign National of their right to have their consulate notified of their arrest or detention. Booking a Foreign National into jail or detaining them for several hours while questioning would require the officer to make the admonishment and any requested notification. This applies for the arrest of any Foreign National, whether they are in this country legally or not.

429.7 DETENTION AND REMOVAL ORDER (DRO) HOLDS (USUALLY A NCIC HIT)

(a) The Detention and Removal Office is a unit of ICE that has the responsibility of detaining and transporting undocumented persons apprehended by ICE, CBP and local law enforcement.

(b) Once a person has been identified as being in the United States unlawfully, ICE will issue a DRO hold, which can be for criminal or civil violations.

1. This hold will be similar to a warrant notification when a person's information is run through NCIC.

(c) If an officer or dispatch receives a DRO notification from ICE, the following will be done:

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1. Call the phone number on the DRO notification to determine whether the DRO hold is criminal or civil.
2. Detain and transport for criminal orders, if requested to do so by ICE.
3. Complete a departmental report containing all relevant information.

(d) Without the person's consent, officers will not transport for civil violations or continue to detain if the only violation is a civil DRO hold.

(e) Consular notification procedures shall be followed if an arrest and transport is made.

429.8 NCIC ICE IMMIGRATION VIOLATOR FILE

(a) ICE keeps a record of aliens who have been convicted of a felony crime in the United States and have since been deported to their country of citizenship. This record is known as the Deported Felon File which is located in the NCIC Immigration Violator File.

(b) The Immigration Violator File contains the following additional categories:

1. The ICE Absconder category, which contains the records for individuals with an outstanding administrative warrant of removal from the United States who have unlawfully remained in the United States.
2. The ICE National Security Entry/Exit Registration System (NSEERS) category, which contains the records for individuals whom the Department of Homeland Security (DHS) and ICE have determined have violated registration requirements for entry into the United States.
3. ICE enters this information into the NCIC Immigration Violator File.
4. Police officers will not take enforcement action on Administrative Warrants or NSEERS hits, as these are civil or other non-criminal federal matters.
5. The NCIC query results will advise whether the information displayed is an Administrative Warrant hit or a Deported Felon File hit.

(c) If an officer runs a person who is the subject of a Deported Felon File notification, and there are no local charges, the following steps will be taken:

1. Verify through physical description (scars, marks, tattoos, etc.), admission, or other available information, that the person on the notification is the same person.
2. Contact the ICE Law Enforcement Service Center in Vermont through the communications dispatcher or call directly at 802-872-6020.

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3. Once the hit has been confirmed, officers will positively identify the subject through LiveScan, or fingerprint the individual and fax the fingerprints to ICE at FAX 602-379-4502.
4. After the subject has been positively identified, CCSO Detention personnel will arrange for pick-up and disposition of the subject.

(d) Officers will complete a departmental report titled "NCIC Immigration Hit" with the following information:

1. Subject's name and personal information.
2. Time, place and reason for contacting the subject.
3. Name and badge number of ICE agent that took custody of subject (if applicable).

(e) If there are local charges along with a Deported Felon notification, there is no need to contact ICE. Follow normal booking procedures.

429.9 DOCUMENTATION

Officers are reminded of their responsibility to thoroughly document all facts and circumstances in a DC1, DC2, F.I., or ICE Referral Form (whichever is applicable) supporting their decisions in the application of this statute. They will include hardcopy responses from dispatch with all reports.

429.10 DISPATCH RESPONSIBILITIES

(a) The Dispatch Center shall conduct all ICE verification for all arrests made by members of the Flagstaff Police Department even when the suspect is booked. Dispatch will be contacted by arresting officers with a request that verification be made through The ICE Law Enforcement Center at 1-802-872-6020 or by NLETS.

(b) When Dispatch completes the NLETS inquiry to verify whether a person is an alien and unlawfully present in the U.S., the inquiry will include the following information:

1. Is there any record that the person has ever completed an alien registration document?
2. Whether the person has any other authorization from the federal government to remain in the U.S.
3. Is the violation criminal or civil?

(c) All NLETS requests and returns shall be placed in a box specifically labeled for this purpose and made available for access by patrol officers. These documents shall be included with the officer's reports.

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429.11 RECORDS RESPONSIBILITIES

Records will receive the ICE referral form via the normal report submission process and will be treated like a DC2 report. The Records Clerk will be responsible to scan a copy of the Ice Referral Form and attach it to the incident. A copy of the form will be forwarded to ICE.

429.12 ICE REFERRAL FORM

See attachment: ICE Form.JPG

429.13 U-VISA REQUESTS

The Victims of Trafficking and Violence Prevention Act (VTVPA) of 2000 encourages victims to report crimes and contribute to criminal investigations and prosecutions regardless of immigration status as well as supports law enforcement efforts to investigate and prosecute crimes committed against immigrant victims. The U-Visa provides eligible victims with nonimmigrant status to temporarily remain in the United States while assisting law enforcement. (U-Visa Law Enforcement Certification Resource Guide)

U-Visas are available through United States Citizenship and Immigration Services for undocumented foreign nationals who are current or former victims, witnesses, or affected family who are assisting or have assisted officials in the criminal justice system investigate or prosecute criminal activity.

Note: An agency's decision to provide a certification is entirely discretionary; the agency is under no legal obligation to complete a Form I-918 Supplement B for any undocumented foreign national.

1. VICTIMS INQUIRING ABOUT APPLYING FOR U-VISA OR REQUESTING assistance with completing an application should be directed to Coconino County Victim Witness Services or to obtain an attorney to assist them in the process. Officers are encoruaged to also refer interested victims to www.usis.gov for more information.

2. ALL REQUESTS FOR U NONIMMIGRANT STATUS CERTIFICATION (USCIS) FORM I-918 SUPPLEMENT B (I-918B) SHALL be forwarded to the Lieutenant of the Detective Division for review and coordination in processing the request.

3. THE LIEUTENANT , OR A DESGINEE WILL:

a. Log the request and coordinate with the investigating officers and the affected prosecuting agency in making the determination to recommend and forward the form I-918B to the Chief or the Chief's designee for final review.

b. Refer to instructions for the form provided by Department of Homeland Security when making this determination

c. Consider forwarding completed request to the Chief or the Chief's designee for review if the applicant:

1) Is a victim of a qualifying crime,

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2) Possess specific knowledge and details of the crime, and

3) Has been, is being, or is likely to be helpful to law enforcement in the detection, investigation or prosecution of the qualifying crime.

d. Determine if any additional information will be provided along with the certification, such as copies of police reports, any harm sustained by the victim that is known to the police department, or information regarding contacts with the applicant. Indicate on the form additional information is being provided, provide the form and the additional documentation to the applicant, retain a copy of the form and documents and send a copy separately to USCIS Vermont Service Center.

e. Log the disposition of each request

f. Send written notification to USCIS-Vermont Service Center if a victim unreasonably refuses to assist in the investigation or prosecution of their case after the form I-918B has been certified to Include the victim's name, date of birth, and A-number (if available) on all correspondence.

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Attachments

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ICE Form.JPG

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Flagstaff Police Department

ICE Referral Form

911 E. Sawmill Road
Flagstaff, Arizona 86001

FAX: (928) 779-2703
Police Records: (928) 214-2530

Reason for Contact (Call for Service, Traffic Stop, Subject Stop, etc.): DR #:

Relevant Factors to consider when determining reasonable suspicion that the person(s) is/are unlawfully present:
☐ Lack of or fake ID ☐ Possession of foreign ID ☐ Flight and/or preparation for flight ☐ Voluntary statements ☐ Foreign vehicle registration
☐ Counter-surveillance or lookout activity ☐ In company of other unlawfully present aliens ☐ Location ☐ Traveling in tandem
☐ Passenger in vehicle attempt to hide or avoid detection ☐ Prior information about the person ☐ Inability to provide residential address
☐ Claim of not knowing others in same vehicle or at same location ☐ Providing inconsistent or illogical information ☐ Suspicious demeanor
☐ Significant difficulty speaking English ☐ Other Relevant Factor: (explain)

Subject's Name: LAST FIRST MIDDLE

Race | Sex | Date of Birth | Country of Birth

Height | Weight | Hair | Eyes | Complexion | Scar/Tattoos

ID Present? ☐ Yes ☐ No | ID Type | ID Number, State, etc.

Home Address | Home Phone

Work Name/Address | Work Phone

Work Days | Work Hours | Occupation | Length of Employment

Gang Affiliation | Alias/AKA's

Vehicle Year | Make | Model | Style | Color

Vehicle Plate # | Year | State | VIN

Registered Owner

Officer's Name | Serial # | Duty Phone

Narrative: _____

Supervisor's Name/Signature: _____ ID# _____

ICE contact information: ICE 24 hour contact: 1-(800) 973-2867, ICE Law Enforcement Support Center (NLETS Inquiry): 1-(802) 872-6020, Tucson Customs & Border Protection: (520) 836-7812, ICE Phoenix Duty Agent: (602) 379-3116

§ 11-1051. Cooperation and assistance in enforcement of immigration laws; indemnification

A. No official or agency of this state or a county, city, town or other political subdivision of this state may limit or restrict the enforcement of federal immigration laws to less than the full extent permitted by federal law.

B. For any lawful stop, detention or arrest made by a law enforcement official or a law enforcement agency of this state or a law enforcement official or a law enforcement agency of a county, city, town or other political subdivision of this state in the enforcement of any other law or ordinance of a county, city or town or this state where reasonable suspicion exists that the person is an alien and is unlawfully present in the United States, a reasonable attempt shall be made, when practicable, to determine the immigration status of the person, except if the determination may hinder or obstruct an investigation. Any person who is arrested shall have the person's immigration status determined before the person is released. The person's immigration status shall be verified with the federal government pursuant to 8 United States Code § 1373(c). A law enforcement official or agency of this state or a county, city, town or other political subdivision of this state may not consider race, color or national origin in implementing the requirements of this subsection except to the extent permitted by the United States or Arizona Constitution. A person is presumed to not be an alien who is unlawfully present in the United States if the person provides to the law enforcement officer or agency any of the following:

1. A valid Arizona driver license.
2. A valid Arizona nonoperating identification license.
3. A valid tribal enrollment card or other form of tribal identification.
4. If the entity requires proof of legal presence in the United States before issuance, any valid United States federal, state or local government issued identification.

C. If an alien who is unlawfully present in the United States is convicted of a violation of state or local law, on discharge from imprisonment or on the assessment of any monetary obligation that is imposed, the United States immigration and customs enforcement or the United States customs and border protection shall be immediately notified.

D. Notwithstanding any other law, a law enforcement agency may securely transport an alien who the agency has received verification is unlawfully present in the United States and who is in the agency's custody to a federal facility in this state or to any other point of transfer into federal custody that is outside the jurisdiction of the law enforcement agency. A law enforcement agency shall obtain judicial authorization before securely transporting an alien who is unlawfully present in the United States to a point of transfer that is outside of this state.

E. In the implementation of this section, an alien's immigration status may be determined by:
1. A law enforcement officer who is authorized by the federal government to verify or ascertain an alien's immigration status.
2. The United States immigration and customs enforcement or the United States customs and border protection pursuant to 8 United States Code § 1373(c).

F. Except as provided in federal law, officials or agencies of this state and counties, cities, towns and other political subdivisions of this state may not be prohibited or in any way be restricted from sending, receiving or maintaining information relating to the immigration status, lawful or unlawful, of any individual or exchanging that information with any other federal, state or local governmental entity for the following official purposes:
1. Determining eligibility for any public benefit, service or license provided by any federal, state, local or other political subdivision of this state.
2. Verifying any claim of residence or domicile if determination of residence or domicile is required under the laws of this state or a judicial order issued pursuant to a civil or criminal proceeding in this state.
3. If the person is an alien, determining whether the person is in compliance with the federal registration laws prescribed by title II, chapter 7 of the federal immigration and nationality act.
4. Pursuant to 8 United States Code § 1373 and 8 United States Code § 1644.

G. This section does not implement, authorize or establish and shall not be construed to implement, authorize or establish the REAL ID act of 2005 (P.L. 109-13, division B; 119 Stat. 302), including the use of a radio frequency identification chip.

H. A person who is a legal resident of this state may bring an action in superior court to challenge any official or agency of this state or a county, city, town or other political subdivision of this state that adopts or implements a policy that limits or restricts the enforcement of federal immigration laws, including 8 United States Code §§ 1373 and 1644, to less than the full extent permitted by federal law. If there is a judicial finding that an entity has violated this section, the court shall order that the entity pay a civil penalty of not less than five hundred dollars and not more than five thousand dollars for each day that the policy has remained in effect after the filing of an action pursuant to this subsection.

I. A court shall collect the civil penalty prescribed in subsection H of this section and remit the civil penalty to the state treasurer for deposit in the gang and immigration intelligence team enforcement mission fund established by § 41-1724.

J. The court may award court costs and reasonable attorney fees to any person or any official or agency of this state or a county, city, town or other political subdivision of this state that prevails by an adjudication on the merits in a proceeding brought pursuant to this section.

K. Except in relation to matters in which the officer is adjudged to have acted in bad faith, a law enforcement officer is indemnified by the law enforcement officer's agency against reasonable costs and expenses, including attorney fees, incurred by the officer in connection with any action, suit or proceeding brought pursuant to this section in which the officer may be a defendant by reason of the officer being or having been a member of the law enforcement agency.

L. This section shall be implemented in a manner consistent with federal laws regulating immigration, protecting the civil rights of all persons and respecting the privileges and immunities of United States citizens.

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382 (c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Close Window

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969(42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Brown, Special Services Manager

Co-Submitter: Stacey Brechler-Knaggs

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-46: A resolution approving an Intergovernmental Agreement (IGA) Grant Application between the City of Flagstaff and Coconino County the U.S. Department of Justice, Fiscal Year 2019 Edward Byrne Memorial Justice Assistance (JAG) Grant.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-42 by title only
2) City Clerk reads Resolution No. 2019-42 by title only (if approved above)
3) Adopt Resolution No. 2019-42

Executive Summary:

Approval of the IGA will enable the City of Flagstaff to pass through U.S. Department of Justice funding to the Coconino County Sheriff's Department for two (2) cellular modern systems that will replace the current satellite systems along with a 24" plotter printer used in the incident command trailer.

Both agencies will use 3% of the their total amount for the mandatory National Incident Based Reporting System (NIBRS) transition and will be used in conjunction with the OnCall Records software implementation to add NIBRS to the records software management system. A total amount of $614.00 will be used for NIBRS as requested by the JAG grant requirements.

Financial Impact:

There is no significant financial impact to the City of Flagstaff in terms of expenditures. This grant is budgeted in FY 2020 in the amount of $20,458.00 account number 001-04-062-6101-2-4273.

Policy Impact:

The grant allows us to provide additional funding to assist Flagstaff Police Department in meeting the community's expectations in regards to our community policing efforts.

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

Flagstaff Regional Plan Policy PF.3.1 Maintain high-quality effectiveness and efficiency in law enforcement, fire and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

Yes - Council approved the previous Intergovernmental Agreement in order to benefit from the Fiscal Year 2018 JAG grant.

Options and Alternatives:

- Approve the Intergovernmental Agreement between the City and County.
- Not approve the IGA between the City and County.

Background/History:

The U.S Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported to the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported to the state. The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to received one- and one-half times more than the County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city. City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we can identify an area that would benefit from additional police presence, these funds will be beneficial in assuring we can provide these necessary services. As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of $5,953.00 for the JAG funds upon successful award.

Expanded Financial Considerations:

The Fiscal Year 2019 JAG funds have been requested in the amount of $20,458.00 of which the City will agree to the terms of the Intergovernmental Agreement and pass on the appropriate funds through the County. The County will request a total of $6,137 (includes 3% set aside) to be used to purchase two (2) cellular modem systems that will replace their satellite systems and a 24" plotter printer used in their incident command trailer.

Both agencies will use 3% of their total amount to be used for the mandatory National Incident Based Reporting System (NIBRS) transition and will be used in conjunction with the OnCall Records software implementation to add NIBRS to the records software management system. A total amount of $614.00 will be used for NIBRS as requested by the JAG grant requirements.

Community Benefits and Considerations:

The Intergovernmental Agreement will allow the Flagstaff Police Department and the Coconino County Sheriff's Office to utilize the Fiscal Year 2019 Grant funds to prevent and control crime, administer justice and assist crime victims.

Community Involvement:

Inform the Council and public on the application of this grant and intended use of these funds.

Expanded Options and Alternatives:

1. Approve as recommended.
2. Disapprove the IGA with the County and potentially reduce the full funding to City and County.

Attachments: JAG IGA City and County
Res. 2019-46

GMS APPLICATION NUMBER: 2019-JAG

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2017 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this____day of_____, 2019, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of $6,137 of JAG funds.

Section 2.

COUNTY agrees to use $6,137 for the purposes outlined in the FY 2019 JAG Program award period of October 1, 2018 through September 30, 2020.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.

Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2018, through September 30, 2020.

Section 8.

The County and the City, as co-applicants, agree to comply with the and "General Conditions" for OJP Awards in FY 2019 attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated:_____ Dated:_____

CITY OF FLAGSTAFF, AZ	COUNTY OF COCONINO, AZ
Coral Evans, Mayor	Lena Fowler, Chair
ATTEST:	ATTEST:
City Clerk	Clerk of the Board
APPROVED AS TO FORM AND PROPER AUTHORITY:	APPROVED AS TO FORM AND PROPER AUTHORITY:
City Attorney	Deputy County Attorney

Exhibit A

"General Conditions" for OJP Awards in FY 2019

August 2019

OJP expects that all (or virtually all) awards made in FY 2019 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

- Requirements of the award; remedies for non-compliance or for materially false statements
- Applicability of Part 200 Uniform Requirements
- Compliance with DOJ Grants Financial Guide
- Reclassification of various statutory provisions to a new Title 34 of the United States Code
- Required training for Point of Contact and all Financial Points of Contact
- Requirements related to "de minimis" indirect cost rate
- Requirement to report potentially duplicative funding
- Requirements related to System for Award Management and Universal Identifier Requirements
- Employment eligibility verification for hiring under the award
- Requirement to report actual or imminent breach of personally identifiable information (PII)
- All subawards ("subgrants") must have specific federal authorization
- Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000
- Unreasonable restrictions on competition under the award; association with federal government
- Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- Determination of suitability to interact with participating minors
- Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- Requirement for data on performance and effectiveness under the award
- OJP Training Guiding Principles
- Effect of failure to address audit issues
- Potential imposition of additional requirements
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
- Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
- Restrictions on "lobbying"
- Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)
- Reporting potential fraud, waste, and abuse, and similar misconduct
- Restrictions and certifications regarding non-disclosure agreements and related matters
- Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- Encouragement of policies to ban text messaging while driving
- Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Top

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Top

Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Top

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Top

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

Top

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Top

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

1. (1) this award requirement for verification of employment eligibility, and

2. (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Top

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Top

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Top

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Top

Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient,at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Top

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Top

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an

associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Top

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

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Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

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Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm(select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

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Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

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Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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RESOLUTION NO. 2019-46

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2017 LOCAL SOLICITATION / CFDA #16.738

RECITALS:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of October, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Water Services Engineering Manager

Co-Submitter: Brad Hill

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Approval of Contract: Award of a Professional Services Contract with Brown and Caldwell, Inc. for the Lake Mary Water Treatment Plant Sedimentation Basin Design

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with Brown and Caldwell Engineering, Inc. in the amount of $374,236 to prepare the plan and bid specifications for the Lake Mary Water Treatment Plant Sedimentation Basin design; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff is rehabilitating the sedimentation and clarifying basins at the Lake Mary Water Treatment Plant. The existing mechanical clarifying equipment in the basins at the treatment plant have exceeded their operational life requiring replacement and there is also extensive rehabilitation to the concrete basins required. There is an immediate need to design improvements to the existing water treatment facilities. The Professional Services Contract will provide plans and bid specifications for the installation of a future $3.28M facility improvement. The design will address all mechanical, electrical, concrete and structural components contained in the sedimentation and clarifying basins located at the Lake Mary Water Treatment Plant.

Financial Impact:

The project currently has $380,000 budgeted in account 202-08-370-3372-0-4465 (FY 2020) for this engineering design.

Policy Impact:

No Impact

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

Council Goals:
1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
2) Continue to implement the Flagstaff Regional plan and focus efforts on specific plans.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this item.

Options and Alternatives:

1. Approve the award as recommended; or
2. Reject bids and re-advertise the Professional Services Contract.

Background/History:

The City's water system consists of two surface water treatment plants with the Lake Mary Water Treatment Plant being the primary plant providing up to 8 MGD million gallons per day of water resources. An evaluation was conducted in 2015 to assess conditions of the facilities to estimate their useful remaining life. Facilities were prioritized for conditions which needed immediate attention. The top priority improvement project identified was the rehabilitation of the Lake Mary Water Treatment Plant sedimentation basins. Severe deterioration, spalling and exposed aggregate along vertical concrete walls requires attention. Sludge collector rake mechanism, drive, bridge, and center well assemblies are deteriorated and at the end of their useful lives. Significant corrosion on all drives, exposed metal components, weirs and channels, no provision for draining the clarifiers needs to be addressed.

The Lake Mary Water Treatment Plant sedimentation basin improvement project will rehabilitate and resurface existing sedimentation basins. There are 4 basins that measure 70ft x 70ft x 12 ft each. The rehabilitation project will replace existing clarifier drive and collector units in each of the settling basins for process sludge removal. Deteriorated concrete structures and piers need to be rebuilt and resurfaced. The sludge collection mechanisms, drive, center well, and bridge needs to be replaced. The project will also provide a new drain pump and wet well for the drain pump

Total project cost is estimated at $3.28 million dollars and construction of improvements will be funded by water rates.

On December 21, 2017, the Purchasing Section posted a Request for Statements of Qualifications (RSOQ) solicitation for Engineering Design consulting services on the PlanetBids website, and advertised the RSOQ in the Arizona Daily Sun on December 26, 2017 and January 2, 2018 On January 17, 2018, the City received a total of five (5) Statements of Qualifications (SOQs) from Engineering Consultant firms. An evaluation committee was formed consisting of six (6) members, including one member outside of City employment, all having experience working in or with Water Treatment operations and these specialized professional services. Based upon the numerical scoring of the SOQs, the evaluation committee identified the most qualified firm to perform the engineering services for the project. Brown and Caldwell's SOQ demonstrated a clear expertise in their knowledge and experience to develop a complex water treatment design. The scores for each of the firm's SOQs are as followed:

- Brown and Caldwell - **535**
- Carollo Engineers - **511**

- Garver, LLC - **508**
- NCS Engineers - **497**
- Greeley and Hanson - **454**

Key Considerations:

The existing Lake Mary Water Treatment Plant has sedimentation basin equipment and systems that are approaching the end of their asset life. They are an integral asset and are required for the Lake Mary Water Treatment Plant to function and allow for proper operations. This project was identified by NCS Engineers in the Water Systems Master plan conducted in 2015 as the #1 priority infrastructure replacement needed at the Water Production facilities. Improvements to the Lake Mary Water Treatment Plant sedimentation basin is required in order to maintain our existing permit and regulatory compliance with the Arizona Department of Environmental Quality (state) and the EPA (federal).

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

The engineering design of the Lake Mary Water Treatment Plant sedimentation basin improvements will enable the facilities to continue to operate safely, smoothly and efficiently. This will allow the City to provide water services with no interruption or quality impacts. Replacing aging infrastructure at the Lake Mary Water Treatment Plant facility is critical to maintaining our operational costs. By doing this improvement now it will help further reduce costly repairs and unplanned outages which helps us maintain low rates for our customers.

Community Involvement:

N/A

Expanded Options and Alternatives:

N/A

Attachments: Professional Services Contract
Contract Exhibit A - Scope and Fee
Presentation

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2018-24

LAKE MARY TREATMENT PLANT BASIN DESIGN

This Contract is entered into by and between the City of Flagstaff, a political subdivision of the state of Arizona ("City") and Brown and Caldwell, Inc., an Arizona corporation ("Firm"), this ____, day of _____, 2019.

WHEREAS, the City desires to receive and the Firm is able to provide professional architect/engineering services for a public works project;

NOW, THEREFORE, in consideration for the mutual promises contained herein the City and the Firm ("the Parties") agree as follows:

SERVICES

1. Scope of Work: The Firm shall provide professional services generally described as:

LAKE MARY TREATMENT PLANT BASIN DESIGN

as more specifically described in the Request for Statement of Qualifications ("RSOQ") and proposal attached hereto as *Exhibit A.*

2. Schedule of Services: The Firm shall perform all work per the schedule set forth in *Exhibit A*.

3. Standard Terms and Conditions (T34): The City's Standard Terms and Conditions for A/E Services - Public Works Projects (T34), attached hereto as *Exhibit B* are incorporated by reference and apply to performance of this Contract, except to the extent modified by *Exhibit A*.

4. Key Personnel/Subcontractors: The Firm's Key Personnel, Subcontractors (if any), and contact information are designated in *Exhibit A*. Key Personnel are those 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. All subcontracts shall be required to state that subcontractor's performance shall be consistent with requirements of this Contract.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Patrick Brown, C.P.M., Purchasing Manager 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 the Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for the Firm'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 on or before_____, 20___ consistent with the Schedule of Services.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions (T34) attached hereto.

PAYMENT

9. Compensation: The Firm shall be paid for satisfactory performance of the work, in accordance with the compensation schedule attached hereto as part of Exhibit A. The Contract amount shall not exceed **$374,236.00**, unless approved by written change order.

INSURANCE

10. Insurance: The Firm shall meet insurance requirements of City, set forth in *Exhibit C.*

NOTICE

11. Notice: Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative	To Firm:
Patrick Brown, C.P.M. CPPB	Ronald L. Ablin, PE
Purchasing Director	Vice President
City of Flagstaff	Brown and Caldwell
211 W. Aspen	2 North Central Avenue, Suite 1600
Flagstaff, Arizona 86001	Phoenix, AZ 85004

MISCELLANEOUS:

12. Cooperative Use: This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Agreement may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Contractor.

    The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment and services from contractors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the contract, as awarded.

13. Successors and Assigns. No right or interest in the Agreement shall be assigned by the Firm without prior written permission of the City, and no delegation of any duty of the Firm shall be made without prior written permission of the City.

14. 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.

BROWN AND CALDWELL, INC.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Attachments:

Exhibit A: Scope of Work
Exhibit B: Standard Terms and Conditions
Exhibit C: Insurance for A/E Professional Services requirements

EXHIBIT A
SCOPE OF WORK, PRICING, SCHEDULE

EXHIBIT B
CITY OF FLAGSTAFF

STANDARD TERMS AND CONDITIONS FOR A/E SERVICES - PUBLIC WORKS (T34) PROJECTS

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.

PAYMENT

5. INVOICES: Invoices shall include the Contract and/or Purchase Order number and dates when work was 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.

6. 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.

CONTRACTOR RESPONSIBLE FOR CONTROL OF WORK

7. 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.

8. CONTROL: Contractor shall be responsible for the control of the work. Contractor shall furnish qualified personnel, materials, equipment and other items necessary to carry out the terms of the Contract.

9. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

QUALITY OF WORK

10. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

11. COMPLETENESS AND ACCURACY: Contractor shall be responsible for the completeness and accuracy of its work, plans, supporting data, and special provisions prepared for or compiled under its obligation for the Contract, and shall correct, at its own expense, all errors or omissions therein.

12. PROFESSIONAL SEAL: All documents prepared by a design professional shall bear the stamp or seal of the design professional.

13. STANDARD OF CARE: All preparation of technical and related documents shall be completed in accordance with applicable law and performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

14. CORRECTION OF ERRORS OR OMISSIONS, COSTS: Contractor at its own expense shall correct errors or omissions in the documents created pursuant this Contract which are discovered, disclosed and determined by City to exist either during or following completion of the documents, including but not limited to errors or omissions discovered during construction. The costs incurred and necessary to correct errors or omissions attributable to Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to Contractor.

15. CONSTRUCTION INSPECTIONS: If Contractor is performing construction inspection of a City project, Contractor shall be responsible for Contractor errors and omissions which are discovered, disclosed and determined by City to exist during and subsequent to construction of the project. Contractor's duty in the construction in section phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to Contractor. City acceptance or approval of Contractor's work shall not relieve Contractor of inspection responsibilities or professional liability.

16. ACCEPTANCE: The fact that City has accepted or approved Contractor's work shall not relieve Contractor of its responsibilities or professional liability. 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.

17. WARRANTY: Contractor warrants that the design will accomplish any performance standards or results required in the scope of work. City's review, acceptance, receipt or inspection of the materials or services specified shall not alter or affect Contractor's obligations to meet Contract specifications or this warranty.

18. 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.

REPORTS AND DATA

19. CITY OWNERSHIP OF DOCUMENTS 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, computer program elements, 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 copyright laws of the United States and hereby assigns to City all rights and interests Contractor may have in the materials it prepares under this Contract, including any derivative use of the material.

20. RE-USE: City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adoption 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.

21. DELIVERY OF DOCUMENTS 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 of all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in progress.

INSPECTION, RECORDS

22. 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.

23. 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.

24. 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.

INDEMNIFICATION, INSURANCE

25. INDEMNIFICATION: To the fullest extent permitted by law. Contractor shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (herein after Indemnitee") from and against all liabilities, damages, losses and court costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor, subcontractor, design professional or other persons employed or used by contractor, subcontractor or design professional in the performance of the Contract. The amount and type of insurance coverage required under the Contract shall in no way be construed as limiting the scope of this indemnification provision. This indemnification provision shall survive termination or expiration of the Contract.

26. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including professional liability, public liability and worker's compensation.

CONTRACT CHANGES

27. CHANGE ORDERS: The City reserves the right at any time to make changes in the scope of work in writing. Whenever the scope of work will be materially increasing or decreasing the cost of performance, a contract change order shall be approved and executed by the parties prior to the change. Contractor shall not do any work or furnish any materials which are not covered by the written Contract or approved change orders. If Contractor disregards this provision, Contractor does so at its own risk, cost and expense.

28. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

29. AMENDMENTS: This Contract may be amended by written agreement of the parties.

30. 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.

31. 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.

32. 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.

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

EMPLOYEES AND SUBCONTRACTORS

34. 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 14-02Civil 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 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 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.

51. 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 ten (10) 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.

52. EVENTS OF CONTRACTOR DEFAULT DEFINED: Contractor defaults include the following:

a. Any material misrepresentation made by Contractor to the City;

b. Failure to commence work at the time(s) specified due to a reason or circumstance within Contractor's reasonable control;

c. Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Contractor's reasonable control;

d. Failure to perform the work in a manner reasonably satisfactory to the City;

e. Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

f. Discontinuance of the work for reasons not beyond Contractor's reasonable control;

g. Unsatisfactory performance as judged by the Contract Administrator;

h. Failure to provide the City, upon request, with adequate assurance of future performance;

i. Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and

j. Any other material breach.

53. CITY REMEDIES: Upon the occurrence of any Event of Contractor Default, the City may declare Contractor in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within ten (10) days of receipt of the notification, the City may invoke any or all of the following remedies:

a. The right to terminate/cancel this Contract as to any or all of the services yet to be performed;

b. The right of specific performance, an injunction or any other appropriate equitable remedy;

c. The right to monetary damages;

d. The right to withhold all or any part of Contractor's compensation under this Contract;

e. The right to deem Contractor non-responsive in future contracts to be awarded by the City;

f. The right to seek recoupment of public funds spent for impermissible purposes.

g. The City may elect not to declare an Event of Contractor Default or default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Contractor to continue to provide the Services despite the occurrence of one or more Events of Default, Contractor shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the City be deemed to waive or relinquish any of its rights under this Contract.

h. 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.

i. 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.

54. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

55. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

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.

DELAYS

60. 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 Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence.

MISCELLANEOUS

48. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

49. 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.

50. 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.

51. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

52. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

53. 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
INSURANCE FOR A/E PROFESSIONAL SERVICES

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

      General Aggregate $2,000,000
      Products/Completed Operations $1,000,000
      Each Occurrence $1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability –
      Any Automobile or Owned, Hired
      and Non-owned Vehicles
      Combined Single Limit Per Accident
      for Bodily Injury & Property Damage $1,000,000

   d. 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

   e. Professional Liability $2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

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

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

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Patrick Brown, CP.M. CPPB
   Contract No. 2018-24
   Name: LAKE MARY TREATMENT PLANT BASIN DESIGN
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder 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 does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall 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. The City project/contract number and project description shall be noted on the certificates of

insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

All certificates of insurance shall be sent directly to the Buyer in the same manner as notice of cancellations (see above). The City project/contract number and project description shall be noted on the certificates of insurance.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

11. Subcontractors. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies, or Contractor shall furnish to the City Separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Scope of Work

City of Flagstaff
Lake Mary WTP Rehabilitation Design

July 31, 2019

Project Overview

This project includes rehabilitation of the Lake Mary Water Treatment Plant (LMWTP). LMWTP was originally constructed over 50 years ago, with many of the original structures and processes still in service. This facility is critical to meeting the City of Flagstaff's (City) water production needs. This project includes the design of improvements to the flocculation and sedimentation basins at LMWTP. Project delivery will be design-bid-build, with no pre-purchased equipment. The construction of the project requires coordination with water-system demands in order to maintain adequate supply through construction.

Some modifications have been made to the LMWTP since the original facility was installed; however, much of the equipment has been in service since 1965. In 1980, the concrete basins were capped with a layer of new concrete. In 2003, the original filters, located at the end of the sedimentation basins, were decommissioned and replaced with a new filtration facility. The filter equipment was removed and the structures abandoned in place.

The LMWTP is one of three major components of the City's drinking water supply. The plant uses conventional treatment, treating water from Upper Lake Mary and blending finished water with supplementary groundwater from the Lake Mary Wellfield. The plant capacity is rated to treat up to 8 million gallons per day (mgd), with a minimum flow of 2 mgd. The plant processes include coagulant and polymer addition, rapid mixing, flocculation and sedimentation, filtration, and ultra-violet (UV) light disinfection. Though rated at 8 mgd, the LMWTP is not operated for more than 5.5 mgd peak-day capacity. Lake Mary well water is blended with the treated surface water downstream of the UV disinfection and just upstream of the finished water reservoir. The Lake Mary wells provide an additional 3.4 mgd.

Rapid-mixing tanks are located downstream of the raw water chemical feed, but are no longer in service. Raw water flows to one of two rapid-mixing chambers and is distributed to the flocculation basin through a submerged diffuser pipe. The two-stage sedimentation process consists of two basins removing solids through gravitational settling. In the first stage, large flocculated particles settle and are collected by a rotating arm at the bottom of the basin and pumped to the sludge drying beds. Water overflows from the first basin into the second stage for additional settling, solids removal, and pumping to the drying beds. A tunnel located between the two process trains is used to house and access mechanical components of the flocculator mechanism, sludge draw-off piping, and process analyzers. Treated water is collected by a trough system at the top of the basin and conveyed to the filters.

The City does not currently use the rapid-mix systems and the plant is not equipped with static mixers. The raw water pump station is new and in good condition and was not included in this project.

Brown and Caldwell (BC) completed a condition assessment report for the LMWTP in January 2017. The scope of the condition assessment included, primarily, the rapid-mix tanks, flocculation and sedimentation basins.

The main improvements will include:

- Rapid mix improvements. Install a new static mixer on the raw water main between the current chemical dosing building and the flocculation basins
- Replacement of the flocculation/clarifier isolation valves with new motor-operated valves
- Replace flocculation basin inlet flow distribution piping
- Replacement of flocculator paddles, shaft and drive system
- Replacement of clarifier scraper mechanisms
- Replace sludge withdrawal telescoping valve systems with centrifugal pumping system; one for each collector mechanism
- Install new pH and turbidity analyzers on the settled water
- Replace square conduit interconnecting the two sides of the basin
- Replace all vertical concrete elements including equipment supports, columns and baffle walls
- Remove and replace basin concrete topping. Provide corrosion-resistant coating to all wetted surfaces

- Repair tunnel wall concrete, including removal of exposed aggregate and concrete paste to stable material with sufficient pH (>11), cleaning exposed rebar, and applying repair mortar to bring walls back to original thickness. Coat the concrete with a corrosion-resistant coating

Electrical and instrumentation improvements to bring the facility in compliance with current codes. This includes remove and replace conduit, replace outlets with GFCI outlets and/or breakers, and sealing conduit penetrations. Instrumentation will be connected to the existing programmable logic controller (PLC). This Scope of Work is based upon replacement of the existing clarifier mechanism, miscellaneous repair and refurbishment of structural elements, and upgrade or replacement of associated electrical components.

Phase 100 Project Management

Objectives:

The objectives of this task are to keep the project on schedule, stay within budget, and to deliver the Scope of Work necessary for a successful project.

Task 110 Project Control and Reporting

Specific activities under this task include:

- Project Management Planning: Establish the project goals, objectives and critical success factors; project team members, their roles and responsibilities; scope of services with work breakdown structure; project schedule (schedule updates will be provided in monthly progress reports if changes have been made and agreed upon by City; project budgets; communications plan; quality assurance/quality control (QA/QC) plan; project documentation plan and file structure; change management process; and Health and Safety Plan for field work, where applicable.
- Project Control and Reporting: Monthly invoices will be prepared and submitted to City in an approved format. Monthly project status reports will be prepared and submitted to City along with the monthly invoices. These reports will include summary of services completed since the previous report, current project schedule and budget status, project issues, and potential change logs.
- Project Closeout: During project closeout, BC will resolve final invoices to City, consolidate and archive project files, and meet with City to review the project performance and achievement of project objectives.

Task 120 Project Meetings

This task includes all meetings pertaining to the project that will be held on location at the City. To limit travel-related expenses, in-person attendance is generally limited to the Project Manager and Project Engineer. Other personnel will be included by teleconference. Activities include developing and distributing meeting agendas, meeting participation, and preparation and distribution of meeting notes. The following meetings are planned:

- Project Kick-off Meeting. The project kick-off meeting will include a review of the project objectives, success factors, Scope of Work, schedule, team roles and responsibilities, and communications. An electrical questionnaire will be provided in-advance for City notation of preferences of electrical, instrumentation, and control equipment manufacturer and method preferences. Meeting duration is expected to be 2 hours.
- Monthly Project Progress Meetings. A total of six monthly progress meetings are planned. Meetings will include an update on project progress and discussion of design topics requiring City input and decisions. Each meeting is expected to be 2 hours.
- Design Review Meetings. Will be held after the 30%, 60%, and 90% design submittals. Each meeting is expected to be 2 hours.

Phase 300 Lake Mary WTP Rehabilitation Design

Objectives:

The objectives for this Phase are to design improvements, prepare construction documents for bid advertisement and obtain necessary regulatory approvals from the Arizona Department of Environmental Quality (ADEQ) for construction.

Task 310 LMWTP Basis of Design Memorandum

- A basis of design memorandum (BODM) will be prepared in parallel with the 30% design. The BODM will define project requirements including a description of existing facilities affected by this project, process flows and performance requirements, process equipment design data, structural design criteria, electrical power supply requirements, control system requirements, access requirements, and a permitting matrix.

- One site visit for the purpose of gathering information on existing facility is included in this task. This includes one representative each from process-mechanical, structural and electrical/controls disciplines.

Task 320 LMWTP Preliminary (30%) Design

Subtask 025 Civil Engineering and Design

- Development of preliminary grading and yard piping drawings

Subtask 030 Structural Engineering and Design

- Identify building materials and structural requirements

Subtask 035 Process Mechanical Engineering and Design

- Select major equipment and prepare design data sheets
- Prepare preliminary layout drawings

Subtask 040 Building Mechanical Engineering and Design (Not Used)

Subtask 045 Electrical Engineering and Design

- Preliminary design including:
  - Investigate and determine size of service required
  - Determine size and requirements of existing equipment
  - Review size/location of buildings and equipment to develop a site plan and understand the physical size constraints within the existing building
  - Develop preliminary single-line diagram to include new equipment

Subtask 50 I&C Engineering and Design

- Evaluate existing equipment to determine useful life and/or develop a list of instrumentation required to be installed new to either replace existing or to be added as new to the process for control
- Develop preliminary Process and Instrumentation Diagrams (P&ID)s as created by Mechanical based on existing information provided by the City.

Subtask 055 Design Coordination

- Coordinate design efforts, including coordination of drawings and specifications

Subtask 080 Cost Estimating and Scheduling

A Class 3 construction cost estimate will be prepared based on the preliminary design documents. A Class 3 estimate is based on a minimum level of design (10% to 40% complete) and has an expected accuracy from 10 to 20% under and 10 to 30% over, largely depending on the level of project definition available.

Subtask 085 Quality Control Reviews

BC will perform internal quality QA/QC activities to obtain expert guidance on project methodology and criteria, review project deliverables, and perform checks of engineering calculations and cost estimates. QA/QC staff will consist of senior-level engineers who are not otherwise involved in the day-to-day project activities. The QC review team roles include: civil, structural, process-mechanical, electrical, instrumentation and controls disciplines; interdisciplinary coordination, and CAD standards. The Project Manager assures that review comments are addressed and properly incorporated into the deliverables prior to submittal to the City.

Task 330 LMWTP Intermediate (60% Design)

Subtask 025 Civil Engineering and Design

- Update grading and yard piping drawings

Subtask 030 Structural Engineering and Design

- Prepare preliminary structural calculations
- Prepare foundation and roof plans
- Prepare major wall sections

Subtask 035 Process Mechanical Engineering and Design

- Update layouts and sections
- Prepare details
- Prepare major equipment specifications

Subtask 040 Building Mechanical Engineering and Design (Not Used)

Subtask 045 Electrical Engineering and Design

- Develop details for installation of equipment
- Update the single-line diagram and power-load summary
- Develop control single-line diagrams
- Develop electrical plan drawings
- Develop schematic diagrams for motor control centers (MCCs)
- Develop specifications for major electrical equipment

Subtask 050 I&C Engineering and Design

- Develop preliminary control strategies.

Subtask 055 Design Coordination

- Coordinate design efforts, including coordination of drawings and specifications

Subtask 080 Cost-Estimating and Scheduling

- The preliminary design cost estimate will be updated to a Class 2 construction cost estimate based on the intermediate design documents. A Class 2 estimate is based on a minimum level of design (30% to 75% complete) and has an expected accuracy from 5 to 15% under and 5 to 20% over, largely depending on the level of project definition available.
- A preliminary construction schedule will be prepared and submitted with the intermediate construction cost estimate.

Subtask 085 Quality Control Reviews

See Task 220, Subtask 085.

Task 340 LMWTP Final Design

The final design includes completion and coordination of the design details. The 90% drawing and specification package will be submitted to ADEQ for technical review, followed by submittal of final documents to the City once technical review comments are resolved.

Subtask 025 Civil Engineering and Design

- Complete final details
- Prepare earthwork and yard piping specifications

Subtask 030 Structural Engineering and Design

- Prepare general notes and typical details
- Complete structural calculations
- Complete structural details
- Prepare concrete, masonry, structural metal work, roofing and related specifications

Subtask 035 Process Mechanical Engineering and Design

- Complete details
- Complete major equipment specifications
- Complete piping, valve and other process related materials specifications

Subtask 040 Building Mechanical Engineering and Design (Not Used)

Subtask 045 Electrical Engineering and Design

- Update existing documentation generated during the 60% design to bring the design to a final deliverable based on review comments provided.

Subtask 050 I&C Engineering and Design

- Update existing documentation generated during the 60% design to bring the design to a final deliverable based on review comments provided.

Subtask 055 Design Coordination

- Coordinate design efforts including coordination of drawings and specifications
- Finalize general drawings and project requirement specifications
- Incorporate agency review comments
- Prepare final drawings for bid advertisement, including registered professional engineer seals and signatures

Subtask 075 Permitting and Agency Coordination

The BODM and final design documents will be submitted to ADEQ for technical review and Approval to Construct. BC will prepare application forms and deliver the required number of copies to ADEQ, document and respond to review comments, and obtain the approval signatures for drawings.

Subtask 080 Cost-Estimating and Scheduling

- The intermediate design cost estimate will be updated to a Class 1 construction cost estimate based on the final design documents. A Class 1 estimate is based on a minimum level of design (65% to 100% complete) and has an expected accuracy from 3 to 10 % under and 3 to 15% over, largely depending on the level of project definition available.
- The preliminary construction schedule will be updated and submitted with the final construction cost estimate.

Subtask 085 Quality Control Reviews

See Task 320, Subtask 085.

Deliverables:

All deliverables will be made in electronic form. Draft submittals will be made in PDF format. Final submittals will be in PDF and native file format (Microsoft Word, AutoCAD). The LMWTP design effort includes the following submittals.

- LMWTP Basis of Design Memorandum, draft and final
- LMWTP Preliminary (30%) drawings and specifications.
- LMWTP Intermediate (60%) drawings and specifications.
- LMWTP Final (90%) drawings and specifications.
- LMWTP Approved for Construction/Bid Ready drawings and specifications, including a bid form (template provided by City) and Special Provisions (if required)
- LMWTP Class 3 Engineer's Estimate of Construction Cost at Preliminary Design
- LMWTP Class 2 Engineer's Estimate of Construction Cost at Intermediate Design
- LMWTP Class 1 Engineer's Estimate of Construction Cost at Final Design

Summary of Assumptions

The following assumptions apply to the Scope, budget and schedule for this project.

- Design includes preliminary evaluation only for the addition of pH control for enhanced coagulation. Should the Owner decide to include a new pH control system, a contract amendment will be required.
- Design efforts include 2 days per discipline lead for field investigations.
- The City will provide access to the facilities for field investigations.
- The City will provide all drawings, operation and maintenance (O&M) information and data required by Engineer to complete the work.
- The City will coordinate development and plan reviews and arrange for payment of review fees.
- An allowance of $3,000 is included for ADEQ technical review.
- The schedule is based on a 30 day review by ADEQ.
- The City will facilitate coordination with the US Forest Service.
- The City will review draft deliverables within 2 weeks of submittal. Design Review Meetings will be scheduled as soon as practical following the 2-week review period.

- Drawings will be prepared in 2D AutoCAD format using BC drafting standards.
- No drainage reports will be prepared.
- The design does not include telemetry for remote communication with the facilities. Existing telemetry systems will be utilized.
- Project Meeting budgets include travel time and expenses
- No design will be provided to replace/improve existing aging electrical and controls equipment/conduit/wiring not related to the equipment defined in this Scope.
- As determined during the separate LMWTP Conditional Assessment, electrical power distribution and MCC equipment has been replaced by others. Equipment is assumed to have been replaced and has sufficient capacity for modifications to power for new and replacement process equipment. Addition or replacement of switchboards, transformers, panelboards, and MCCs is not included. Electrical testing of existing power distribution and MCC equipment is not included.
- LMWTP conduit and wire for replacement equipment will be replaced. Any cable trays utilized for replacement circuits that are not grounded will be grounded.
- Electrical and instrumentation improvements to bring the existing LMWTP equipment into compliance with current codes is not included.
- Existing LMWTP equipment and lighting electrical conduit and wire will be specified to be replaced in-kind except per current codes.
- The existing LMWTP Supervisory Control and Dada Acquisition (SCADA) system is capable of accepting additional input/output modules for new process equipment signals.
- LMWTP design does not include addition or modification to the following: Lighting; video surveillance; security system; fire alarm or control systems; site or equipment access control systems; telephone system; cathodic protection; or lightning protection (air terminal) system.
- Arc flash hazard and short circuit studies, overcurrent protection device settings, and arc flash hazard labeling will be specified to be provided by the Contractor.
- Instrumentation and control-loop diagrams will be specified to be provided by the SCADA supplier.
- Electrical and control interconnect diagrams showing connections between equipment are not included.
- Electrical schematic diagrams will be generic but include control logic to function as required. Equipment manufacturers will be required to submit detailed diagrams with terminal numbers, wire numbers, nameplate schedules, etc.
- Electrical and control circuit wiring, cables, and conduit to be shown on single-line and control single-line diagrams. Cable and conduit schedules are not required or included.
- SCADA PLC drawings will be examples for layout, equipment, and each type of input and output module. Contractor's control system integrator will be required to provide detailed SCADA or PLC drawings with terminal numbers, wire numbers, nameplate schedules, etc. Any recent City drawings available from O&M manuals may be included as reference drawings to depict detail and equipment preferences.
- PLC and SCADA system control and graphics programming is not included (such services may be provided under separate contract upon City request).
- No software, software licenses, hardware, or hardware keys are provided with this Scope of Work.
- Services during Bid Phase (pre-bid meeting, addenda, conformed to bid drawings and specs) are not included, but may be added at the City's option.
- Engineering services during construction will be under separate contract.

Summary of Deliverables

- Monthly invoices and progress reports
- Meeting agendas, handouts and meeting notes
- LMWTP BODM, draft and final
- LMWTP Preliminary (30%) drawings and specifications
- LMWTP Intermediate (60%) drawings and specifications
- LMWTP Final (90%) drawings and specifications
- LMWTP Approved for Construction/Bid Ready drawings and specifications, including a bid form (template provided by City) and Special Provisions (if required)

- LMWTP Class 3 Engineer's Estimate of Construction Cost at Preliminary Design
- LMWTP Class 2 Engineer's Estimate of Construction Cost at Intermediate Design
- LMWTP Class 1 Engineer's Estimate of Construction Cost at Final Design

Compensation

Compensation will be on a time-and-materials, not-to-exceed basis. The level of effort is presented in Exhibit B. This level of effort is based on the scope defined herein and the preliminary drawing list presented in Exhibit C.

Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Travel expenses for travel from outside Coconino County
- Document reproduction, scanning and digitizing
- Reimbursements will not contain markups

Schedule

The project schedule is given in Exhibit D and includes the design for both sites conducted concurrently. The final bid-ready documents are scheduled to be delivered 9 months from Notice to Proceed.

Exhibit B
Flagstad, City of (AZ) -- Lake Mary WTP Floc Sed Basin Rehab
Level of Effort

		Project Management and Administration					Senior Technical Advisors and Quality Control Team					Engineering Design Team						CAD and Editing				Cost Estimating and Scheduling					
		Ablin, Ronald L	McCandless, Robert R	Muller, Theresa C	Houston, Susan C	Borgiovanni-Lewis Nicole M	Williams, Jeremy	Stanisic, Dusan	Gulrguis, Michael M	Chandler, Kenneth W	Troyer, Raymond D	Vanyo, Catherine S	Falken, Eric J	Murphy, Peter N	Foote, Franklin R	Moraca, Patrick M	Nys, Dillon	Pedroza, Sergio C	Resop, Christopher J	Jacobsen, Jennifer L	Rogers, Connie J	Goodburn, Daniel L	Agster, William P	Shroyer, David W	Total Labor Effort	Total Expense Effort	Total Effort
		$260.00	$260.00	$175.00	$91.00	$91.00	$260.00	$199.00	$199.00	$199.00	$175.00	$145.00	$199.00	$121.00	$121.00	$145.00	$111.00	$145.00	$145.00	$111.00	$91.00	$199.00	$199.00	$175.00			
100	**Project Management**	2	62	10	40	20	0	0	0	0	0	148	14	14	14	0	0	0	0	0	0	0	0	0	**$ 51,484**	**$ 3,550**	**$ 55,034**
110	Project Plan, Control & Reporting	2	30	10	40	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ 15,530	**$ -**	**$ 15,530**
120	Project Progress Meeting	0	32	0	0	0	0	0	0	0	0	148	14	14	14	0	0	0	0	0	0	0	0	0	$ 35,954	**$ 3,000**	**$ 38,954**
310	**LMWTP Basis of Design**	0	4	0	0	0	2	0	0	0	0	16	8	8	8	0	32	0	0	8	8	0	0	0	**$ 12,576**	**$ -**	**$ 12,576**
****	Default Task	0	4	0	0	0	2	0	0	0	0	16	8	8	8	0	32	0	0	8	8	0	0	0	$ 12,576	**$ -**	**$ 12,576**
320	**LMWTP Preliminary Design**	0	6	0	0	0	8	6	5	34	21	98	64	44	66	16	80	118	56	0	0	40	3	5	**$ 102,388**	**$ 5,750**	**$ 108,138**
025	Civil Engineering & Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	$ 2,320	**$ 5,000**	**$ 7,320**
030	Structul Eng/ Design	0	0	0	0	0	0	0	0	0	11	0	64	0	0	0	0	52	0	0	0	0	0	0	$ 22,201	**$ -**	**$ 22,201**
035	Process-Mechanical Eng. & Design	0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	80	66	0	0	0	0	0	0	$ 30,050	**$ -**	**$ 30,050**
040	Building Mechancial Eng. & Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	**$ -**	**$ -**
045	Electrical Engineering & Design	0	0	0	0	0	0	0	0	12	0	0	0	0	66	0	0	0	36	0	0	0	0	0	$ 15,594	**$ -**	**$ 15,594**
050	I & C Engineering & Design	0	0	0	0	0	0	0	0	6	0	0	0	44	0	0	0	0	20	0	0	0	0	0	$ 9,418	**$ -**	**$ 9,418**
055	Design Coordination	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	$ 1,450	**$ 750**	**$ 2,200**
080	Cost Estimating & Scheduling	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	3	5	$ 9,952	**$ -**	**$ 9,952**
085	Quality Control	0	4	0	0	0	8	6	5	16	10	8	0	0	0	0	0	0	0	0	0	0	0	0	$ 11,403	**$ -**	**$ 11,403**
330	**LMWTP Intermediate Design**	0	6	0	0	0	8	0	5	34	21	82	64	44	66	16	80	156	20	0	18	20	4	6	**$ 97,196**	**$ -**	**$ 97,196**
025	Civil Engineering & Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	3	0	0	0	$ 2,593	**$ -**	**$ 2,593**
030	Structul Eng/ Design, Geotech Allow	0	0	0	0	0	0	0	0	0	11	0	64	0	0	0	0	52	0	0	7	0	0	0	$ 22,838	**$ -**	**$ 22,838**
035	Process-Mechanical Eng. & Design	0	0	0	0	0	0	0	0	0	0	64	0	0	0	0	80	68	0	0	8	0	0	0	$ 28,748	**$ -**	**$ 28,748**
040	Building Mechancial Eng. & Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	**$ -**	**$ -**
045	Electrical Engineering & Design	0	0	0	0	0	0	0	0	12	0	0	0	0	66	0	0	0	36	0	0	0	0	0	$ 15,594	**$ -**	**$ 15,594**
050	I & C Engineering & Design	0	0	0	0	0	0	0	0	6	0	0	0	44	0	0	0	0	20	0	0	0	0	0	$ 9,418	**$ -**	**$ 9,418**
055	Design Coordination	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	$ 1,450	**$ -**	**$ 1,450**
080	Cost Estimating & Scheduling	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	4	6	$ 6,346	**$ -**	**$ 6,346**
085	Quality Control	0	4	0	0	0	8	0	5	16	10	8	0	0	0	0	0	0	0	0	0	0	0	0	$ 10,209	**$ -**	**$ 10,209**
340	**LMWTP Final Design**	0	8	0	0	0	8	8	5	26	21	90	64	44	66	16	88	120	56	0	32	18	2	12	**$ 101,292**	**$ -**	**$ 101,292**
025	Civil Engineering & Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	3	0	0	0	$ 2,593	**$ -**	**$ 2,593**
030	Structul Eng/ Design, Geotech Allow	0	0	0	0	0	0	0	0	0	11	0	64	0	0	0	0	52	0	0	7	0	0	0	$ 22,838	**$ -**	**$ 22,838**
035	Process-Mechanical Eng. & Design	0	0	0	0	0	0	0	0	0	0	64	0	0	0	0	80	68	0	0	6	0	0	0	$ 28,566	**$ -**	**$ 28,566**
040	Building Mechancial Eng. & Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	**$ -**	**$ -**
045	Electrical Engineering & Design	0	0	0	0	0	0	0	0	10	0	0	0	0	66	0	0	0	36	0	10	0	0	0	$ 16,106	**$ -**	**$ 16,106**
050	I & C Engineering & Design	0	0	0	0	0	0	0	0	4	0	0	0	44	0	0	0	0	20	0	6	0	0	0	$ 9,566	**$ -**	**$ 9,566**
055	Design Coordination	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	$ 1,450	**$ -**	**$ 1,450**
075	Permitting/Agency Coordination	0	2	0	0	0	0	0	0	0	0	8	0	0	0	0	8	0	0	0	0	0	0	0	$ 2,568	**$ -**	**$ 2,568**
080	Cost Estimating & Scheduling	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	2	12	$ 6,600	**$ -**	**$ 6,600**
085	Quality Control	0	4	0	0	0	8	8	5	12	10	8	0	0	0	0	0	0	0	0	0	0	0	0	$ 11,005	**$ -**	**$ 11,005**
	GRAND TOTAL	**2**	**86**	**10**	**40**	**20**	**26**	**14**	**15**	**94**	**63**	**434**	**214**	**154**	**220**	**48**	**280**	**394**	**132**	**8**	**58**	**78**	**9**	**23**	**$ 364,936**	**$ 9,300**	**$ 374,236**

Lake Mary WTP Floc/Sed Basin Rehabilitation

Drawing List

Sheet Number	Drawing Number	Drawing Title
1	-	
2	G-001	COVER
3	G-002	DRAWING INDEX - 1
4	G-003	LOCATION AND VICINITY MAP AND TYPICAL DRAWING CONVENTION
5	G-004	SYMBOLS AND ABBREVIATIONS
6	G-005	PIPING SYMBOLOGY
7	G-006	SITE PLAN
8	G-007	PROCESS FLOW DIAGRAM
9	G-008	HYDRAULIC PROFILE
10	C-001	PAVING AND GRADING STANDARD DETAILS
11	C-002	YARD PIPING STANDARD DETAILS - 1
12	C-003	YARD PIPING STANDARD DETAILS - 2
13	C-003	PAVING AND GRADING
14	C-004	YARD PIPING
15	C-005	PIPE PROFILES
16	S-001	GENERAL NOTES
17	S-002	SPECIAL INSPECTION TABLES
18	S-003	STANDARD DETAILS - 1
19	S-004	STANDARD DETAILS - 2
20	S-005	STANDARD DETAILS - 3
21	S-006	STANDARD DETAILS - 4
22	S-007	STANDARD DETAILS - 5
23	S-008	STANDARD DETAILS - 6
24	S-009	RAPID MIXING VAULT TOP AND BOTTOM PLAN
25	S-010	RAPID MIXING VAULT SECTIONS AND DETAILS
26	S-011	FLOCCULATION AND SEDIMENTATION BASIN OVERALL PLAN
27	S-012	STRUCTURAL REHABILITATION DETAILS
28	S-013	STRUCTURAL REHABILITATION DETAILS
29	S-014	STRUCTURAL REHABILITATION DETAILS
30	S-015	STRUCTURAL REHABILITATION DETAILS
31	S-016	STRUCTURAL REHABILITATION DETAILS
32	M-001	STANDARD SYMBOLS AND NOTES
33	M-002	PIPE GUIDES, HANGERS, SUPPORTS AND SEISMIC RESTRAINT SYSTEMS
34	M-003	PIPE GUIDES AND HANGERS - 1
35	M-004	STRUCTURAL ATTACHMENTS AND PIPE SUPPORT ASSEMBLIES - 1
36	M-005	EQUIPMENT ANCHORS AND PADS
37	M-006	PIPE PENETRATION DETAILS AND NOTES
38	M-007	MISCELLANEOUS DETAILS
39	M-008	STATIC MIXER VAULT - PLAN, SECTION AND DETAILS
40	M-009	FLOCCULATION/CLARIFIER ISOLATION VALVES - PLAN AND SECTIONS
41	M-010	FLOCCULATION BASIN 1 - PLAN AND SECTION
42	M-011	FLOCCULATION BASIN 2 - PLAN AND SECTION
43	M-012	FLOCCULATION BASINS - DETAILS
44	M-013	SEDIMENTATION BASIN 1 - PLAN AND SECTION
45	M-014	SEDIMENTATION BASIN 2 - PLAN AND SECTION
46	M-015	SEDIMENTATION BASIN 2 - DETAILS

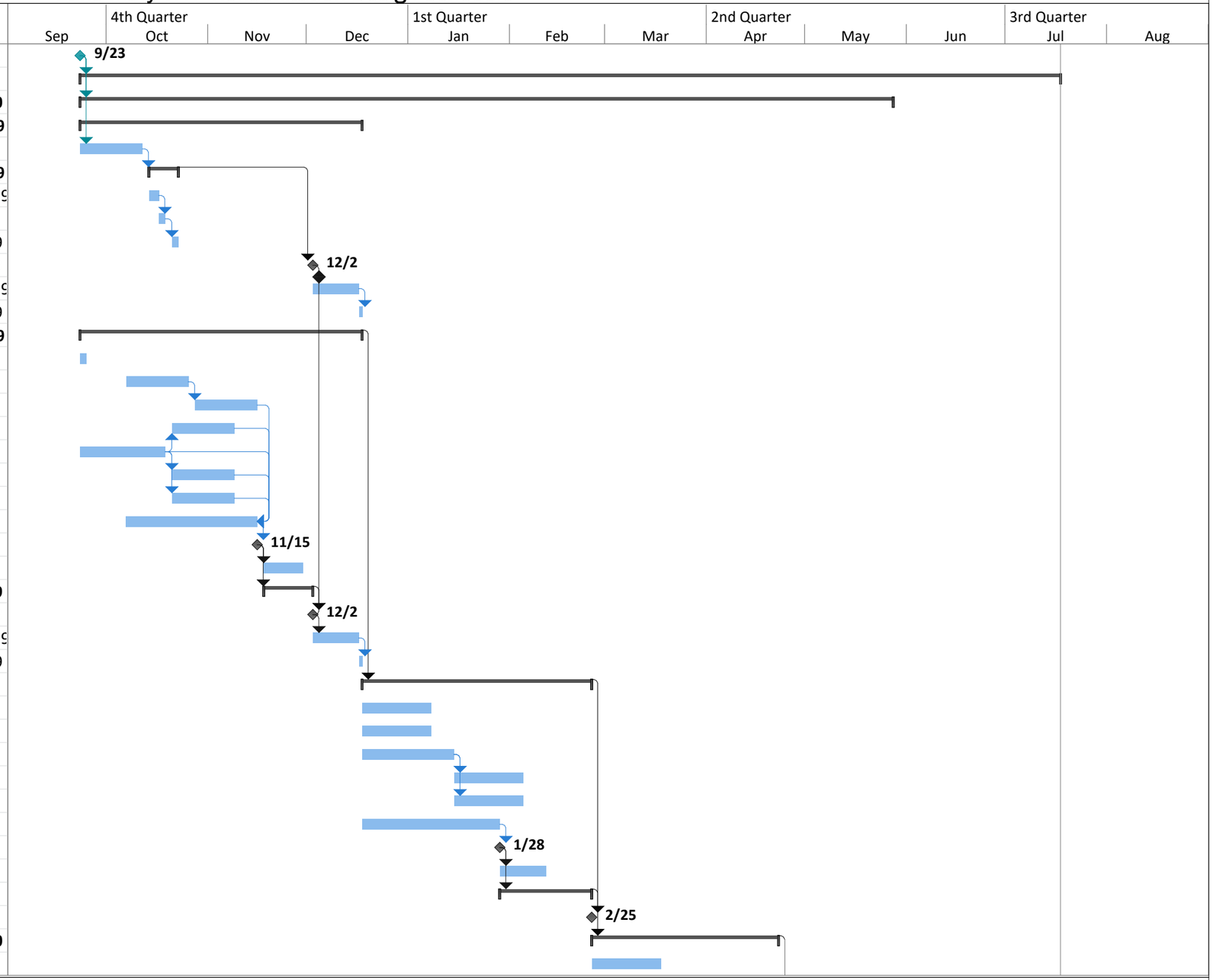
Lake Mary WTP Floc/Sed Basin Rehabilitation

Drawing List

Sheet Number	Drawing Number	Drawing Title
47	M-016	SLUDGE PUMPS - PLAN AND SECTION
48	M-017	SLUDGE PUMPS - DETAILS
49	E-001	SYMBOLS AND ABBREVIATIONS / NOTES
50	E-002	STANDARD DETAILS - 1
51	E-003	STANDARD DETAILS - 2
52	E-004	STANDARD DETAILS - 3
53	E-005	STANDARD DETAILS - 4
54	E-010	RAW WATER MCC ONE LINE DIAGRAM
55	E-011	FLOC / SED BASIN MCC ONE LINE DIAGRAM
56	E-012	MCC LOAD SUMMARIES / PANEL SCHEDULES -1
57	E-013	MCC LOAD SUMMARIES / PANEL SCHEDULES -2
58	E-101	RAW WATER AREA - PARTIAL SITE PLAN
59	E-102	FLOCCULATION BASIN 1 - PARTIAL SITE PLAN POWER / LIGHTING
60	E-103	FLOCCULATION BASIN 2 - PARTIAL SITE PLAN POWER / LIGHTING
61	E-104	SEDIMENTATION BASIN 1 - PARTIAL SITE PLAN POWER / LIGHTING
62	E-105	SEDIMENTATION BASIN 2 - PARTIAL SITE PLAN POWER / LIGHTING
63	E-106	CHEMICAL INJECTION AND RAPID MIX - PARTIAL SITE PLAN POWER / LIGHTING
64	E-107	CONTROL SINGLE LINE DIAGRAM - 1
65	E-108	CONTROL SINGLE LINE DIAGRAM - 2
66	E-109	SCHEMATIC DIAGRAMS - 1
67	E-110	SCHEMATIC DIAGRAMS - 2
68	I-001	SYMBOLS AND ABBREVIATIONS / NOTES
69	I-002	FLOCCULATION BASIN P&ID
70	I-003	SEDIMENTATION BASIN P&ID
71	I-004	CHEMICAL INJECTION AND RAPID MIX P&ID
72	I-005	RTU PANEL LAYOUT / BOM

Lake Mary WTP Rehabilitation Design Schedule

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 9/23/19	Mon 9/23/19
2	**Project Management**	**215 days**	**Mon 9/23/19**	**Fri 7/17/20**
16	**Lake Mary WTP Rehab Design**	**178 days**	**Mon 9/23/19**	**Wed 5/27/20**
17	**Basis of Design Memorandum**	**62 days**	**Mon 9/23/19**	**Tue 12/17/19**
18	BODM Preparation	15 days	Mon 9/23/19	Fri 10/11/19
19	**QC Review**	**7 days**	**Mon 10/14/19**	**Tue 10/22/19**
20	Review	3 days	Mon 10/14/19	Wed 10/16/19
21	Respond to Comments	2 days	Thu 10/17/19	Fri 10/18/19
22	Reconcile	2 days	Mon 10/21/19	Tue 10/22/19
23	BODM Deliverable	0 days	Mon 12/2/19	Mon 12/2/19
24	Owner Review	10 days	Tue 12/3/19	Mon 12/16/19
25	Design Review Meeting	1 day	Tue 12/17/19	Tue 12/17/19
26	**Preliminary Design**	**62 days**	**Mon 9/23/19**	**Tue 12/17/19**
27	Field Investigations	2 days	Mon 9/23/19	Tue 9/24/19
28	Field Survey	15 days	Mon 10/7/19	Fri 10/25/19
29	Civil Engineering and CAD	15 days	Mon 10/28/19	Fri 11/15/19
30	Structural Engineering and CAD	15 days	Mon 10/21/19	Fri 11/8/19
31	Process Mechanical Engineering	20 days	Mon 9/23/19	Fri 10/18/19
32	Electrical Engineering and CAD	15 days	Mon 10/21/19	Fri 11/8/19
33	I&C Engineering and CAD	15 days	Mon 10/21/19	Fri 11/8/19
34	Design Coordination	30 days	Mon 10/7/19	Fri 11/15/19
35	Internal Draft Documents	0 days	Fri 11/15/19	Fri 11/15/19
36	Cost estimating and scheduleing	10 days	Mon 11/18/19	Fri 11/29/19
37	**QC Review**	**11 days**	**Mon 11/18/19**	**Mon 12/2/19**
41	Preliminary Design Deliverable	0 days	Mon 12/2/19	Mon 12/2/19
42	Owner Review	10 days	Tue 12/3/19	Mon 12/16/19
43	Design Review Meeting	1 day	Tue 12/17/19	Tue 12/17/19
44	**Intermediate Design**	**50 days**	**Wed 12/18/19**	**Tue 2/25/20**
45	Civil Engineering and CAD	15 days	Wed 12/18/19	Tue 1/7/20
46	Structural Engineering and CAD	15 days	Wed 12/18/19	Tue 1/7/20
47	Process Mechanical Engineering	20 days	Wed	Tue 1/14/20
48	Electrical Engineering and CAD	15 days	Wed 1/15/20	Tue 2/4/20
49	I&C Engineering and CAD	15 days	Wed 1/15/20	Tue 2/4/20
50	Design Coordination	30 days	Wed 12/18/19	Tue 1/28/20
51	Internal Draft Documents	0 days	Tue 1/28/20	Tue 1/28/20
52	Cost estimating and scheduleing	10 days	Wed 1/29/20	Tue 2/11/20
53	**QC Review**	**20 days**	**Wed 1/29/20**	**Tue 2/25/20**
57	Interim Design Deliverable	0 days	Tue 2/25/20	Tue 2/25/20
58	**Final Design**	**41 days**	**Wed 2/26/20**	**Wed 4/22/20**
59	Civil Engineering and CAD	15 days	Wed 2/26/20	Tue 3/17/20

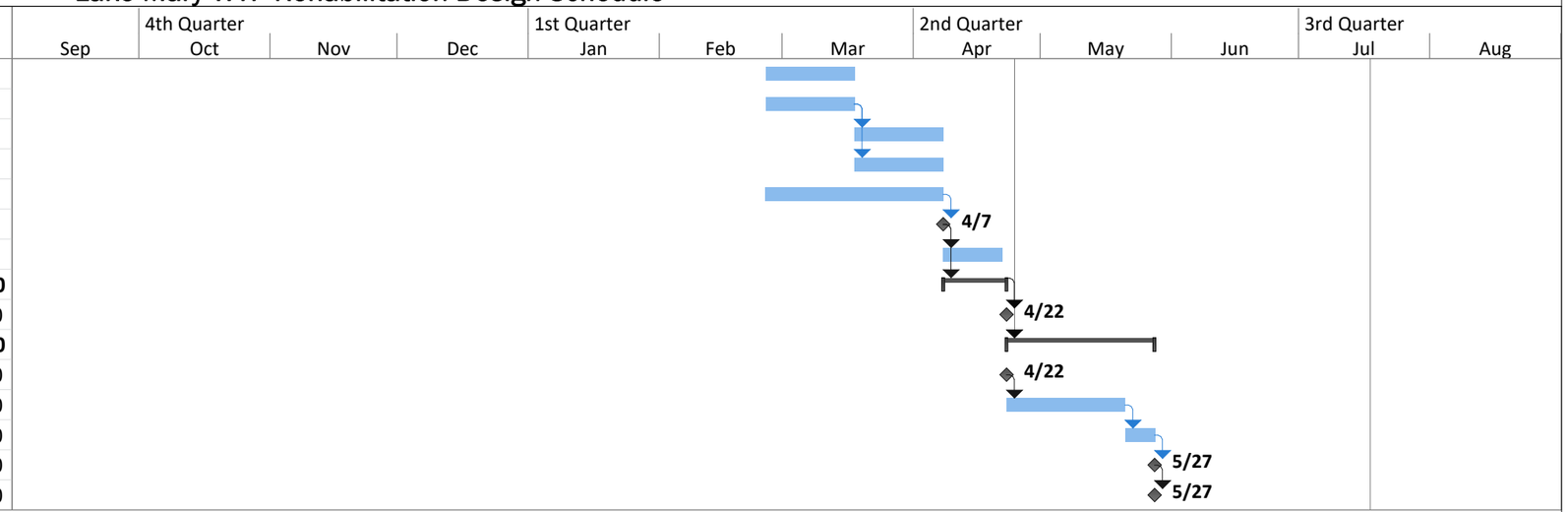


Project: Schedule_LMWTP Only

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	

Lake Mary WTP Rehabilitation Design Schedule

ID	Task Name	Duration	Start	Finish
60	Structural Engineering and CAD	15 days	Wed 2/26/20	Tue 3/17/20
61	Process Mechanical Engineering	15 days	Wed 2/26/20	Tue 3/17/20
62	Electrical Engineering and CAD	15 days	Wed 3/18/20	Tue 4/7/20
63	I&C Engineering and CAD	15 days	Wed 3/18/20	Tue 4/7/20
64	Design Coordination	30 days	Wed 2/26/20	Tue 4/7/20
65	Internal Draft Documents	0 days	Tue 4/7/20	Tue 4/7/20
66	Cost estimating and scheduleing	10 days	Wed 4/8/20	Tue 4/21/20
67	**QC Review**	**11 days**	**Wed 4/8/20**	**Wed 4/22/20**
71	Final Design Deliverable	0 days	Wed 4/22/20	Wed 4/22/20
72	**ADEQ Technical Review**	**25 days**	**Wed 4/22/20**	**Wed 5/27/20**
73	Initial Submittal	0 days	Wed 4/22/20	Wed 4/22/20
74	ADEQ Review	20 days	Thu 4/23/20	Wed 5/20/20
75	Comment review and response	5 days	Thu 5/21/20	Wed 5/27/20
76	Notice of Approval To Construct	0 days	Wed 5/27/20	Wed 5/27/20
77	Deliver Bid Ready Documents	0 days	Wed 5/27/20	Wed 5/27/20



Project: Schedule_LMWTP Only

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	
Summary	Inactive Task	Duration-only	Finish-only		

Lake Mary Plant Flocculation/Sedimentation Basin Rehabilitation

October 1, 2019

Ryan Roberts, PE, CEM Engineering Manager

FLAGSTAFF WATER SERVICES

Location

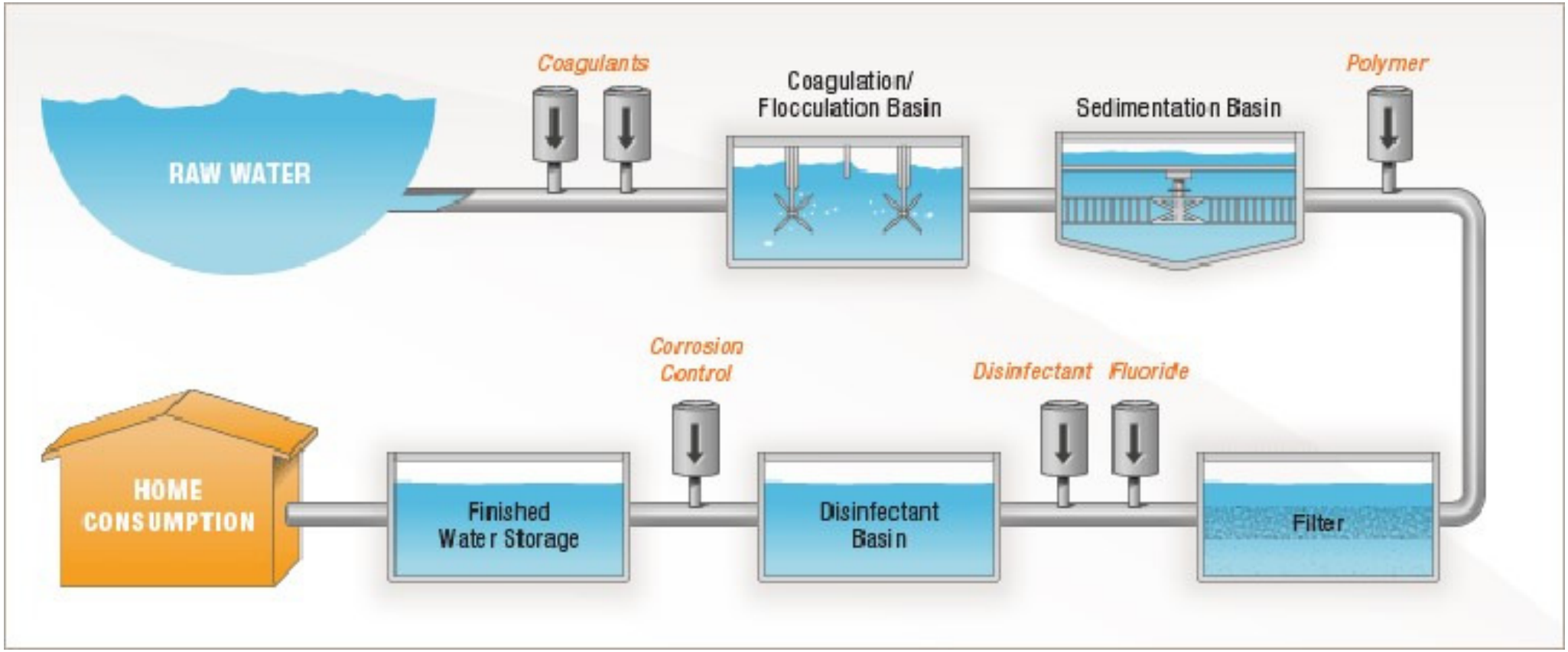
- Lake Mary Water Treatment Plant Sedimentation Basins

LM Water Treatment Plant - Aug 17, 1941

LMWTP provides up to 60% of community's water supply

Background

Process



Background

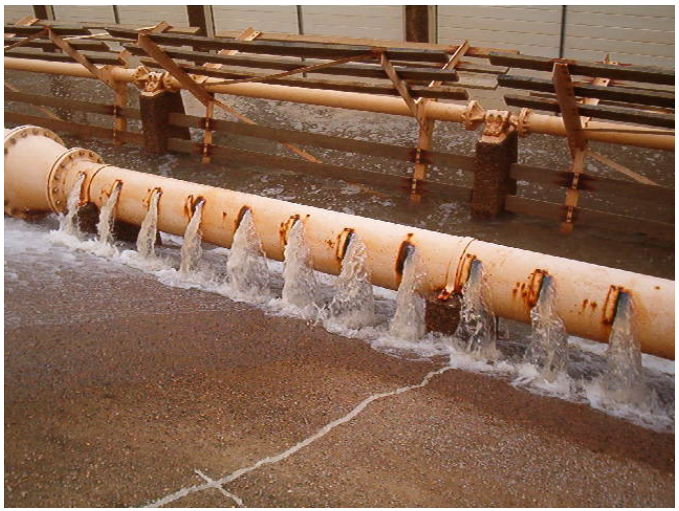
LMWTP Flocculation/Sedimentation Basin Rehabilitation

- Flocculation and sedimentation basin is a core treatment process
- The facilities were constructed in 1965 and the original equipment is still in service (>50 years).
- Typical service life for this type of equipment is 25 to 30 years
- Replacement Parts are unavailable

Aging Water Infrastructure

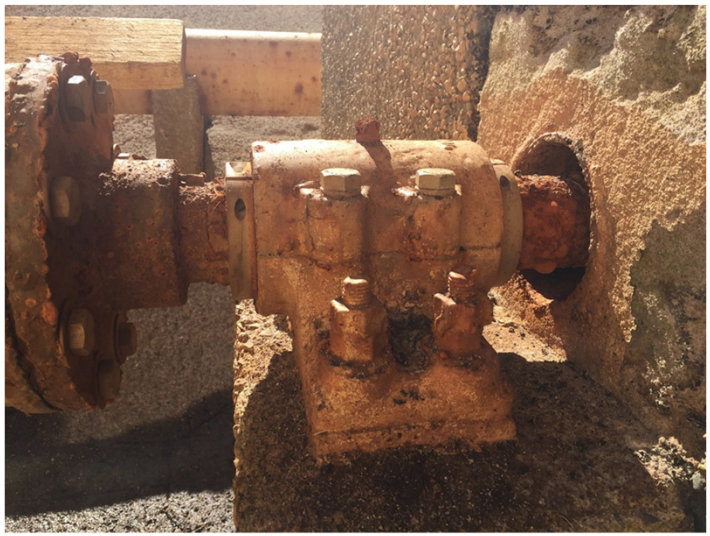
LMWTP Flocculation/Sedimentation Basin Rehabilitation

- Sedimentation Basins Built in 1965



Inlet flow distribution piping corroding

Clarifying Rake Assemblies-55 yrs



Concrete and Structural deterioration

Aging Water Infrastructure

LMWTP Flocculation/Sedimentation Basin Rehabilitation

- 2014 Water System Master Plan – Condition Assessment
- The assessment found
  - Significant deterioration of equipment
  - Basin isolation valves inoperable
  - Surface etching of concrete with some isolated cracks and spalling
  - Electrical componentry not compliant with current codes

Sedimentation Rehabilitation

Design to include:

- Remove and replace all vertical structural elements
- Remove and replace concrete toppings
- Remove, clean and replace deteriorated concrete paste on other surfaces
- Provide concrete corrosion-resistant coating to all wetted surfaces
- Replace flocculation/clarifier rake mechanisms
- Install new basin isolation valves
- Replace associated electrical conduit/wiring and componentry per current electrical codes

FLOCCULATION PADDLES

Sedimentation Rehabilitation

- Other operational improvements include:
  - Improved rapid mixing for better chemical dosing control
  - New underflow pumps. Existing system utilizes gravity flow and is hydraulically limited. Temporary pumps have been installed by operations staff.
  - Replace basin interconnecting piping which leaks

Electrical Wiring in Equipment Tunnel

Clarifier Scraper Blades

Consultant Selection

RSOQ Process:

- Advertised Request for Statements of Qualifications
- COF received 5 Statements from Qualified Consulting Engineer Firms
- Evaluation Committee of 6 Members
- Scores for firms below:

  - Brown and Caldwell - 535
  - Carollo Engineers - 511
  - Garver, LLC - 508
  - NCS Engineers - 497
  - Greeley and Hanson - 454

Our Vision

Water Services Division will provide Flagstaff with Safe, High quality and Reliable water services it needs now and for generations to come.

Questions?

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

9. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Emily Markel
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration and Approval of a Cooperative Purchase Contract: For a new Pierce Manufacturing, Inc. Velocity Fire Engine in the amount of $693,148.75 from Hughes Fire Equipment, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract of a new Pierce Manufacturing, Inc. Velocity Fire Engine in the amount of $693,148.75 from Hughes Fire Equipment, Inc. through a cooperative purchase contract with the City of Mesa; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Hughes Fire Equipment, Inc., is a fully authorized dealer of Pierce Manufacturing, Inc. products such as the Velocity Fire Engine. The City of Mesa has a cooperative purchase contract with Pierce Manufacturing to purchase their product.

This purchase of a Pierce product would add one Type 1 (Pumper style) fire engine to the Flagstaff Fire Department (FFD) fleet and puts a current front-line engine that is twenty-two (22) years old in reserve status. Currently, the City has one reserve pumper engine to back up front line units that go down for unexpected and scheduled mechanical maintenance. By adding one unit to the FFD fleet we can put a much-needed newer engine in service to maintain customer service levels to the community. By purchasing this new engine, we will also decrease down time due to mechanical failures and it will give us two (2) reserve engines to pull from for expected mechanical work. This unit is part of the FLEET adopted apparatus replacement plan. This new engine would go into one of the three heaviest call volume districts in the City's central corridor.

Financial Impact:

This added new engine and funding was approved by the Fleet committee, Budget Team, City Manager and City Council as part of the current fiscal year budget. The approved amount was for $700,000.00 and this purchase proposal stays within that budget. The remaining funds will be used to place the old boxes on the chassis and necessary equipment to get the units fully operational.

Policy Impact:

FFD recently revised policy to reduce the wear and tear on our largest and most expensive apparatus called Quints (large aerial ladder trucks). In order to do this, we implemented co-staffing which requires the station crew to determine which unit is most needed based on the call type and respond appropriately. As result, we needed to put one of our normal two reserve units in service as a front-line response engine at the station that had the Quint responding as the primary front-line unit. By purchasing this unit, it will put the twenty-two (22) year old unit back into reserve status and allow for most of the calls in that district to be handled by the new engine. This keeps the added response miles off the Quint and allows our annual apparatus maintenance costs to stay within budget.

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

Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.
Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

Funding was approved as part of the annual FY 2020 budget.

Options and Alternatives:

1. Approve the cooperative purchase contract with Hughes for the new Pierce Velocity Fire Engine; or
2. Reject the cooperative purchase contract and staff conducts a procurement process; or
2. Reject approval of the purchase of the new engine and continue response in a twenty-two-year-old fire engine.

Background/History:

The national standard for fire engine replacement from front-line service ranges between 10-20 years base on use and typical geographical response. The City of Flagstaff during the recession moved the replacement of engines up to twenty-five (25) years to reduce capital expenses. Currently, Fleet has moved this back to twenty (20) years due to significant maintenance costs and downtime seen by these older units. The Fleet Committee, City Manager's office and Budget Team has voiced a preference to replace our aging engines with a new one every two years for the next six years (3 new engines) to get us back on pace for normal twenty-year replacement. This is the first of those three new fire engine requests.

We have chosen to stay with Pierce as our only fire engine manufacturer due to longevity, quality, maintenance, and overall fleet consistency.

Key Considerations:

The FFD apparatus replacement schedule anticipated saving capital expenses by refurbishing every other engine. We replaced an older fire engine with a new-refurbished engine in FY18. This engine is expected to last up to ten years and is showing normal maintenance costs for its age. The next two engines identified as possible refurbishment options are both seventeen years old and Fleet has determined the frames have significant rust damage from the over the road chemicals and are not candidates for refurbishment. These fire engines will be scheduled for replacement in FY22 and FY24.

Due to our significant call volumes in the City of Flagstaff, the FFD staff and City Fleet agree that we are in need of replacing three older fire engines in the next six (6) fiscal years.

We currently utilize smaller rescue units for the highest call volume districts to reduce to wear and tear on larger fire engines. We also have implemented the co-staffing model to reduce the wear and tear on our most expensive apparatus; the Quint.
This unit is a model down from the typical Pierce fire engine to reduce overall costs, but still maintains consistency in function and maintenance.

Expanded Financial Considerations:

Funds for this purchase are available in account # 001-03-051-0203-2-4401 (Rolling Stock-Fleet)

Community Benefits and Considerations:

Purchasing a new fire engine allows our response efforts to be consistent in meeting our mission and the community expectations for public safety response. This purchase will also reduce the amount of time we have to put crews responding to emergency incidents in older reserve apparatus due to aging front line units going out of service for mechanical issues.

Community Involvement:

Inform.

Expanded Options and Alternatives:

N/A

Attachments: Cooperative Purchase Contract
Exhibit A - Scope and Fee
Exhibit B - Mesa Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2020-35

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Hughes Fire Equipment, Inc., an Oregon Corporation ("Contractor").

RECITALS:

A. The Contractor is a fully authorized dealer of fire enforcement products from Pierce Manufacturing, Inc. ("Pierce");

B. Pierce has a Local Government Purchasing Cooperative Contract MA F200 14000557Y6-1 with the City of Mesa to supply fire enforcement products ("Agency Contract");

C. 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 purchased:

Pierce Velocity Fire Engine

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 **$693,148.75** 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 set forth in *Exhibit B* attached hereto and incorporated by reference. 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 the 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.

HUGHES FIRE EQUIPMENT, INC

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK AND FEE

ATTACHED

EXHIBIT B
AGENCY CONTRACT

CITY OF MESA CONTRACT NUMBER: MA F200 14 000557Y6-1

August 20, 2019

Flagstaff, City of, AZ
One (1) Velocity Pumper RG589
Build Location: Appleton, WI

Proposal Price	$673,237.00	
Arizona State Sales Tax @ 5.6%		37,701.27
Phoenix Sales Tax @ 2.7%		18,177.40
PHX Transportation Plan Tax @ 0.3% of $10,303.00		30.91
Total Bid Price Including Sales Tax		*$ 729,146.58*
Less chassis progress payment discount The chassis progress payment in the amount of $393,732.00 will be due three (3) months prior to the ready for pick up from the factory date.	(11,812.00)	
Less payment upon completion @ factory discount	(6,446.00)	
* Deduct for 100% pre-payment with contract If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.	(8,668.00)	
Subtotal including all pre-pay discounts	*646,311.00*	
Arizona State Sales Tax @ 5.6%		36,193.42
Phoenix Sales Tax @ 2.7%		17,450.40
PHX Transportation Plan Tax @ 0.3% of $10,303.00		30.91
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$ 699,985.73*
Less customer drive-out discount If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.	(4,500.00)	
Less performance bond	(1,813.00)	
Proposal price including discounts	639,998.00	
Arizona State Sales Tax @ 5.6%		35,839.89
Phoenix Sales Tax @ 2.7%		17,279.95
PHX Transportation Plan Tax @ 0.3% of $10,303.00		30.91
Total Bid Price Including All Discounts & Sales Tax		*$ 693,148.75*

Terms:
Based on the current delivery schedule the unit would be ready for delivery from factory within 7 to 13 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at order placement.

The above pricing is valid until Janurary 31, 2020. If order is not submitted prior to that date, a 3% price increase will be required.

An invoice will be provided 30 days prior to the chassis payment due date if elected.

An invoice will be provided upon order processing for the 100% prepayment if elected.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

The above quote is subject to change.

Purchasing documents will be between Hughes Fire Equipment and the Customer.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

Two (2) factory inspection trips for three (3) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip $1,850.00 per traveler (per trip) will be deducted from the final invoice.

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Purchasing Division: (480) 644-2301
Accounts Payable: (480) 644-2355
Engineering: (480) 644-2251

MASTER AGREEMENT

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number
MA F200 14000557Y6 - 1
FINAL

Document Date	Effective Date	Expiration Date
02/27/2019	02/24/2019	02/23/2020

Agreement Description:
Sole Source: Fire Apparatus & Repair Parts (2014173)

For information regarding this agreement contact:
Bruce Hutchins
Bruce.Hutchins@mesaaz.gov
480-644-6050

MA Not to Exceed (For All Vendors)
$ 205,000.00

Authorization
This document is generated from the City's Financial System. Documents with the status of FINAL (see box upper right corner) are fully authorized and no signatures will appear on the document. If required, confirmation may be obtained by calling Purchasing or Engineering at the numbers listed at the top of this form.

Renewal Periods:

Renewal Length	Renewal Term	Effective Date	Expiration Date
1	Years	02/24/20	02/23/21
1	Years	02/24/21	02/23/22

Renewal options are not guaranteed and may be subject to City Council or administrative approval.

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered. Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreement are subject to the Standard Terms and Conditions posted on the City of Mesa website www.mesaaz.gov/business/purchasing.

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Purchasing Division: (480) 644-2301
Accounts Payable: (480) 644-2355
Engineering: (480) 644-2251

MASTER AGREEMENT

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number
MA F200 14000557Y6 - 1
FINAL

Hughes Fire Equipment Inc
910 Shelley St
Springfield, OR 97477

Vendor Code: CNV119334

LINE	DESCRIPTION	UNIT PRICE	UNIT
1	**Apparatus & parts** **Pierce fire apparatus & repair parts.**		EA
2	**Phoenix Tax**		

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered. Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreement are subject to the Standard Terms and Conditions posted on the City of Mesa website www.mesaaz.gov/business/purchasing.

FIRE: APPARATUS MASTER PURCHASE AGREEMENT (#2013118)

This Fire Apparatus Master Purchase Agreement (hereinafter "Agreement") made and entered into this 24th day of February 2014 between Pierce Manufacturing, Inc. herein "Pierce" or "Vendor" or "Contractor", a corporation duly registered under the laws of the State of Wisconsin, and the City of Mesa, Arizona, herein "Mesa" or "City", a municipal corporation of the State of Arizona (collectively the "Parties").

WITNESSETH:

WHEREAS, the City of Mesa Fire Department desires to standardize its fleet of Fire Apparatus to assure reliability, efficiency and economy in purchasing and obtaining parts, service and repair for its Fire Apparatus; and

WHEREAS, the City of Mesa Fire Department existing Fire Apparatus is predominately manufactured by Pierce Manufacturing, Inc.; and

WHEREAS, the City of Mesa Fire Department has determined Pierce Manufacturing, Inc. is able to provide Fire Apparatus that meets the City's needs and specifications; and

WHEREAS, the City of Mesa City Council has approved the Mesa Fire Department's use of a Pierce Manufacturing, Inc. Fire Apparatus brand-name only specification to affect said standardization;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree to the following:

1. VENDOR'S SCOPE OF WORK

1.1 The Vendor agrees to furnish the Fire Apparatus, including appurtenance Fire Apparatus ("Fire Apparatus") described in Exhibit A which is incorporated by this reference, and Replacement Parts pursuant to the Terms and Conditions of this Agreement, including Mesa's Standard Terms and Conditions set forth in Exhibit B and the Contractor's Proposal, herein incorporated by this reference.

1.2 The Vendor shall ensure that all materials and workmanship contained or used in the Fire Apparatus shall comply with the "Specifications" for each purchase.

1.3 The intent of the Specifications is to set forth the minimum acceptable requirements and to take advantage of the latest advancements in the fields. Fire Apparatus shall be of the latest design, production and advanced state of the art as those specified in the Specifications. In the absence of detailed specifications, the best general production practice shall apply and the highest quality material and workmanship shall be used. However, in no case shall the Specifications be construed to require something not meeting all applicable National Fire Protection Association (hereinafter "NFPA") and U.S. Department of Transportation (hereinafter "DOT") standards. If any Specification does not meet these standards, Vendor shall notify the City in writing of alternatives that conform to these standards. All Specifications, whether stated or not, shall meet all applicable NFPA and DOT standards.

1.4 The term "Specifications" shall include any written modifications to Specifications that may be agreed to by the City and the Vendor resulting from exceptions submitted by the Vendor.

2. APPARATUS PROPOSAL AND ACCEPTANCE

2.1 The City shall provide the Vendor with Specifications for each Fire Apparatus as the Fire Apparatus purchase is needed and funded.

2.2 The Vendor shall submit to the City a written pricing proposal, projected delivery dates and any deviations from the Specifications within thirty (30) calendar days of receipt of the proposal request and Specifications.

2.2.1 A total price will be given, including all expenses, and will include a customer discount of 3-4.5%. If multiple units are purchased and delivered at the same time, a multiple unit discount ranging from $8,000 to $15,000 will be applied to any units purchased after the first unit (the first unit will not receive a multiple unit discount). The exact amount of the multiple unit discount will be determined by the type of units and specifications for the units being purchased. This will be followed by any available payment discounts. Along with this price proposal, Pierce will provide a component list to show the items that will be included. The proposal shall specify how long the price is firm, but not less than 120 days.

2.2.2 The Vendor shall state in its proposal the make and model number of the Fire Apparatus it is offering.

2.2.3 The proposal shall include sufficient descriptions, technical details Specifications and information, to enable the City to fairly and completely evaluate the Fire Apparatus offered. Failure to comply with this requirement may cause rejection of the proposal. Any deviation from the Specifications shall not relieve the Vendor from the responsibility of furnishing an operational Fire Apparatus, complete and ready to operate for its intended use.

2.2.4 The Specifications are the minimum acceptable unless otherwise noted. The Vendor shall indicate compliance, list any deviations, and/or list any modifications needed to meet the Specification, and/or list all data requested.

2.2.5 Any deviations from the Specifications shall be clearly identified and explained in writing in the Vendor's proposal. Failure to comply may cause rejection of the proposal.

2.2.6 If Vendor is only able to meet the Specifications by modification of the Fire Apparatus offered, then as part of the Vendor's proposal the Vendor shall state in writing that he cannot meet the Specifications and list the modifications that he will have to make.

2.2.7 The City will have thirty (30) calendar days to review proposal for appropriateness and accuracy. Evaluation will ensure proposal is appropriate given market conditions and Specifications and will include comparisons to similar Fire Apparatus delivered to other jurisdictions.

2.2.8 If the proposal is determined to be acceptable by City staff, it will be forwarded to the Mesa City Council for approval on the next available City Council meeting agenda.

2.2.9 If the proposal is rejected by the City or the City Council, an attempt will be made to resolve the cause of rejection.

2.2.10 If resolution cannot be reached between the Parties, the City reserves the right to seek an alternative method of purchase, including a competitive bid process involving other appropriate Fire Apparatus vendors. Vendor shall not contest this decision by the City.

2.2.11 Upon receipt or a purchase order from the City, the Vendor shall provide a delivery date that is consistent with the proposal. This delivery date may be adjusted by written, mutual agreement of the Parties.

2.3 Estimated trade-in values for various City of Mesa apparatus. These trade in values are a minimum. The City may receive higher values due to miles, condition and options that are on that particular vehicle. The City can also elect not to accept the offer and sell the vehicle or vehicles in a seal bid process.

FY 2014/2015

One (1) command van (1996 Chevrolet/Grumman) 102,610 miles $3,500
One (1) light /air (1998 Pierce Dash) 139,438 miles $11,500
Five (5) pumpers (1999 Quantum) 180,000 to 200,000 miles $6,500 each
One (1) ladder (2002 Quantum 85 ft AWS) 141,145 Miles $20,000
One (1) airport rescue (1999 Oshkosh TA 1500) 19,297 miles $17,500

FY 2015/2016
On (1) tanker (1995 Ford Pneumax 3000 gallon 500 gpm pump) $15,000
One (1) light / air (2002 Pierce KW T300) $35,000
One (1) rehab (2001 Pierce KW T300) $25,000
One (1) pumper (2001 Pierce Quantum) $12,000

FY 2016/2017
One (1) pumper (2001 Pierce Quantum) $12,000
One (1) ladder (2001 Pierce Quantum 85 ft AWS) $30,000

FY 2017/2018
Three (3) pumpers (2001, 2002, 2003 Pierce Quantum) $12,000 each

FY 2018/2019
One (1) ladder (2005 Pierce Quantum 85ft AWS Quantum) $30,000
Two (2) pumper (2003, 2005 Quantum) $12,000 each

FY 2019/2020
One (1) ladder (2006 Pierce Quantum 85ft AWS) $30,000
One (1) pumper (2005 Pierce Quantum) $12,000

FY 2020/2021
One (1) pumper (2005 Quantum) $12,000
One (1) Heavy Rescue (2006 Pierce Quantum) $20,000

3. GENERAL CONDITIONS

3.1 The Purchase Contract is intended to provide the City with new Fire Apparatus ready for regular and normal use.

3.1.1 All Fire Apparatus, components, and parts shall be new and unused. All Fire Apparatus, components, and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.

3.1.2 The Fire Apparatus shall contain all manufacturer's standard equipment and accessories that are included as standard in the advertised and published literature for the fire apparatus. No such Fire Apparatus item or accessory shall be removed or omitted for the reason that it was not specified in the Specifications. Standard Fire Apparatus items may be removed only where necessary to install other items in lieu thereof to comply with the Specifications; and any such removal or substitution shall be listed in writing as part of the Vendor's proposal.

3.1.3 All Fire Apparatus shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.

3.2 The Vendor shall honor all warranties, given or implied. Warranty provisions will be specific to each Fire Apparatus and set forth in the Specifications. Remedies available to the City under the warranty shall include repair or replacement of components, at the Vendor's option, of the Fire Apparatus identified as defective.

3.3 During the lifetime of the Fire Apparatus, Vendor shall provide all parts needed for service and repair of the Fire Apparatus.

3.2.1 The Vendor shall attempt to provide all parts needed within two (2) working days after order. It is understood that items like entire cabs, bodies, frames, etc., which may be damaged as a result of the accident will be furnished as soon as practical and a delivery date shall be provided at time or order.

3.2.2 All replacement parts and components used shall be authorized by the Fire Apparatus manufacturer.

3.2.3 All repair parts pricing discounts (15% discount off current parts prices) shall be firm for the Term except where otherwise provided by the Specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reduction in price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

3.2.4 A restocking fee will apply to custom parts returned, or parts that are not returned by the City within one hundred-twenty (120) days.

3.4 A performance Bond in the amount of 100% of the Fire Apparatus price shall be delivered to the City by the Vendor within ten (10) working days after the Vendor receives a Purchase Order for each Fire Apparatus. The Performance Bond shall remain in effect until the Fire Apparatus is accepted by the City.

3.5 All prices quoted shall show all applicable taxes as separate line items. All prices quoted shall be prepaid F.O.B destination and delivered to the location in the City as specified in the Purchase Order. Title and risk of loss will not pass to the City until the unit is accepted, delivered and full payment is made.

3.6 The City shall have the option of performing a final inspection of the finished vehicle at the factory to ensure compliance with City Specifications.

3.7 The Fire Apparatus shall be delivered ready to be put into intended service.

3.8 Each and every calendar day that delivery is delayed, the City may deduct from the monies due or to become due to the Vendor. The amount shall be sum of $100.00 per calendar day, commencing on the day after the delivery date mutually agreed upon at the time of order. The total sum is not as a forfeit or penalty, but is for liquidated damages. This sum is fixed and agreed upon since the actual damage to the City and to the public will be impossible or very difficult to determine.

3.9 The Fire Apparatus shall comply with the Specifications at the time of delivery. Prior to Acceptance of the Fire Apparatus and payment of the invoice, the City shall inspect the Fire Apparatus against the Specifications. The Fire Apparatus shall meet or exceed all Specifications ("Acceptance"). The Vendor will be given at least 30 calendar days to correct any deficiencies in the apparatus. If payment discounts are elected for any fire apparatus purchases, those payment terms will override the terms in the multiple year contract.

3.10 Either party, with 30 days written notice, may cancel this Agreement. Once an order is placed for an Apparatus the order may be cancelled by the City within sixty (60) calendar days without penalty. If an Apparatus has been on order for more than sixty (60) calendar days, the order may be cancelled without penalty by mutual agreement or a negotiated settlement based on the manufacturer's costs incurred. Orders that are not cancelled shall be subject to the terms of this agreement, regardless of delivery date.

All orders shall be deemed cancelled at the time this Agreement is cancelled unless the City establishes the contrary through a specific writing.

3.11 Contractor shall maintain insurance coverage for liability risks normally associated with the goods and materials and/or services covered by the contract.

- The Contractor can utilize any combination of primary, excess and/or umbrella liability policies to meet the following limits throughout the Term of this Agreement:

  Commercial General Liability Occurrence Form LX9641 (02/11):
  - $1,000,000 Each occurrence Bodily Injury and Property Damage Liability
  - $1,000,000 Products/Completed Operations Aggregate
  - $5,000,000 General Aggregate
  - $1,000,000 Personal and Advertising Injury

  Commercial Umbrella Liability Coverage Occurrence Form LX9799 (10-05):
  - Each Occurrence: $25,000,000
  - Products & Completed Operations Aggregate: $25,000,000
  - General Aggregate: $25,000,000

  Commercial Umbrella policy is on a follows form basis.

- The City, its Mayor and City Council, appointed boards and commissions, officials, officers and employees, individually and collectively, shall be included as Additional Insured-Designated Person or Organization for General Liability subject to policy term, conditions and exclusions.
- The Vendor shall maintain the following Commercial Automobile Liability Coverage: $1,000,000 Each Accident Bodily Injury and Property Damage Combined Single Limit.
- The Contractor shall maintain Worker' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate), and all applicable endorsements.

Contractor's General Liability insurance coverage shall be primary. Certificate of insurance will provide the following: All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

3.12 Fire Apparatus and replacement parts shall be delivered to:

City of Mesa
Fire Resources
6935 E. Decatur
Mesa, AZ 85207

4. TERM

The term of this Master Purchase Agreement shall be five (5) years from its execution with the option of a three (3) year renewal, subject to the approval of the Mesa City Council. Both parties must agree in writing to renew the contract. Orders placed before expiration of and pursuant to this Agreement shall be subject to the terms of this Agreement, regardless of the delivery date.

5. PRICE ADJUSTMENTS

The City reserves the right to purchase additional Apparatus based on previous proposals from this Agreement in future fiscal years. Requests for adjustment shall be capped and not to exceed 4% or the PPI, whichever is lower based on the original contracted rate. If the City agrees to the adjusted price terms, City shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index for PCU3361203361202 Heavy Duty Truck Manufacturing: Trucks, Truck Tractors, and Bus Chassis (chassis of Own Manufacture) 33,001 Lb or More.

Any future Drivetrain Compohent (engine, transmission, axles, etc.) changes required by regulatory agencies (i.e. NFPA, DOT, EPA, etc.) will be provided at additional costs. The Vendor shall document and notify the City of the charges for any of these specific Drivetrain Components at the current price including the contracted customer discount ranging from 3-4% off the current being offered by Pierce Manufacturing, Inc. at that time.

6. CONTRACT DOCUMENTS

The term "Contract Documents" means the documents compromising this Agreement of the parties. The Contract Documents shall always consist of the following documents:

A. This Agreement (including Exhibit A – Anticipated Fire Apparatus Purchase Schedule and Exhibit B – Mesa Standard Terms and Conditions)

B. Each Fire Apparatus purchase will also be subject to its own Specifications and Vendor proposal that are to be interpreted consistently with this Agreement

In the event of any conflict of inconsistency among the Contract Documents, said conflict of inconsistency shall be resolved by giving precedence to the documents in the order in which they appear above, unless the terms in lower ordered documents are agreed to by both parties in writing.

7. NOTICES

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made shall be in writing and shall be given or made a personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Mesa, Arizona
Attn: Ed Quedens, Business Services Director
PO Box 1466
Mesa, AZ 85211-1466

City of Mesa, Arizona
Attn: Fire Chief Harry Beck
PO Box 1466
Mesa, AZ 85211-1466

Pierce Manufacturing, Inc.
Attn:
Title:
2600 American Drive
Appleton, WI 54914

Hughes Fire Equipment, Inc.
Attn: Rex Hughes
910 Shelley Street
Springfield, OR 97477

8. SEVERABILITY

In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement [or other document type] in triplicate originals on the day and year first above written.

PIERCE MANUFACTURING
A Wisconsin Corporation

By: _____
[Printed/Typed Name]
[Title] David J. Stofel
Sr. Manager, Order Management

RECOMMENDED BY:

By: _____
Harry Beckt
Fire Chief

APPROVED AS TO FORM:

By: _____
Jacqueline Ganier
Assistant City Attorney

CITY OF MESA, ARIZONA
An Arizona Municipal Corporation

By: _____
Edward Quedens
Business Services Director

EXHIBIT A – ANTICIPATED FIRE APPARATUS PURCHASE SCHEDULE

EXHIBIT B – MESA STANDARD TERMS AND CONDITIONS

S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.

S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.

S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.

S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.

S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

(i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor 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).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.

S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.

S.16 **DEFAULT.**

a. A party shall be in default if that party:

(i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;

(iii) Conducts business in an unethical or illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as

provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party shall be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.20 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.

S.21 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.

S.22 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.

S.23 **INDEMNIFICATION/LIABILITY.**

a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.24 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

S.25 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.26 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.

S.27 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.

S.28 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.29 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

S.30 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.

S.31 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

S.32 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.

S.33 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.34 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything

provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.35 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.36 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.37 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.38 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.39 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**

   UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
   Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
   Hand the package to any UPS driver in your area.
   Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

   Customers with a Daily Pickup
   Your driver will pickup your shipment(s) as usual.

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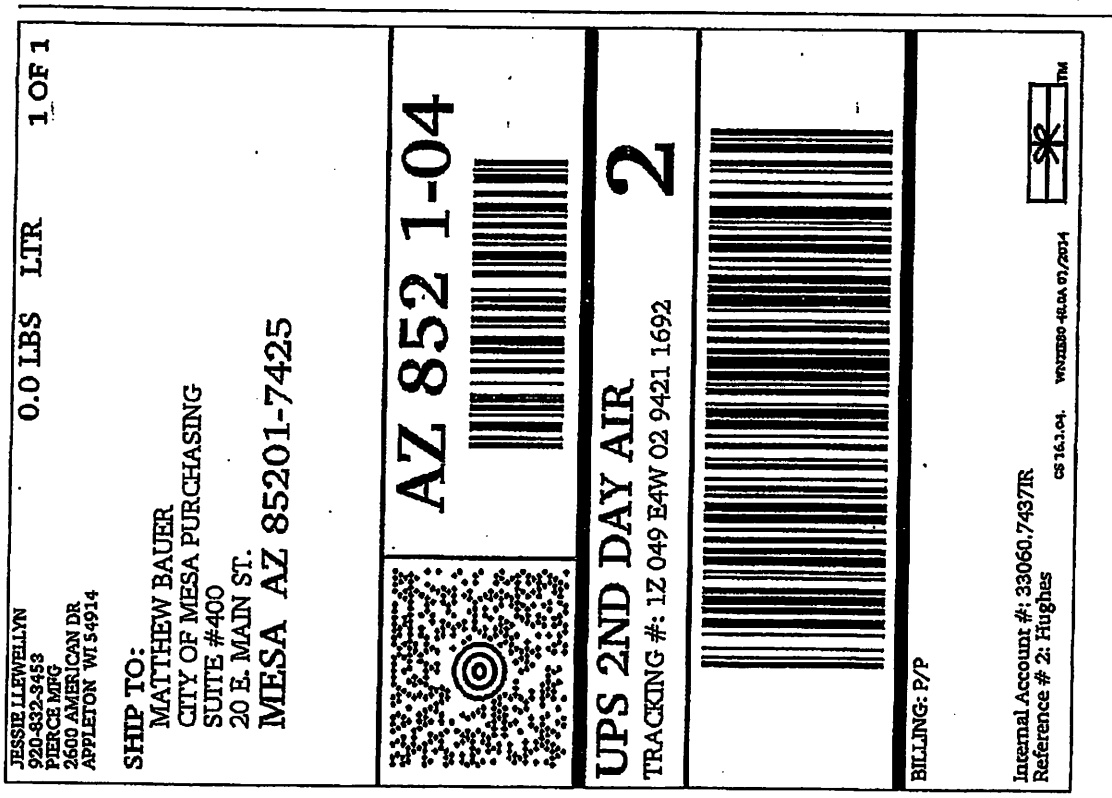

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Emily Markel
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Purchase of new turnout / personal protective equipment for all operational fire personnel from L.N. Curtis and Sons in the amount of $238,455.89 through a cooperative purchase contract with the General Service Administration.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of the eighty-four (84) new sets of turnout / personal protective equipment for $238,455.89 from L.N. Curtis and Sons through a cooperative purchase Contract No. 47QSWA18D009Y with the General Service Administration (GSA); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This purchase would allow for all front-line firefighters to have two sets of turnouts. The justification for a second set is to put the Flagstaff Fire Department (FFD) in step with the national standard of reducing cancer risks to firefighters, known as the firefighter cancer initiative. Currently when a crew responds into an incident with by-products of combustion (smoke and invisible vapors) they must come back to the station and take their unit out of service to properly decontaminate their turnouts, which can take up to 3-4 hours. Until recent years, it was not uncommon for crews to skip the decontamination process to minimize the out of service time for their unit in order to be ready for the next call. By having two sets they will be able to get back in service much quicker to provide the expected customer service levels to the community.

Financial Impact:

This funding was endorsed by the Risk Manager and approved by the Budget Team, City Manager and City Council as part of the current fiscal year budget.

Policy Impact:

Flagstaff Fire Department recently revised policy to support the national cancer initiative policies and best practices in order to reduce the threat of cancer to our membership. Having crews go out of service until their turnouts have been properly decontaminated is current policy. By having a second set, this would allow for them to stay within policy and remain in service for additional emergency response efforts.

The second policy impact is that of co-staffing. Recently the FFD implemented a co-staffing policy to allow for crews to select the most appropriate piece of apparatus to take to any given incident. There are two stations with both an engine and a quint and two stations with special operations units. By having two sets of turnouts, these crews can place a set on each apparatus and not have a delayed response by having to move their turnouts over to the selected unit.

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

Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.
Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Council Goal:
Personnel: Attract and retain quality staff

Has There Been Previous Council Decision on This:

This purchase request was approved as part of the overall budget funding in the council adopted FY20 budget process.

Options and Alternatives:

1. Approve the cooperative purchase contract for the new turnout equipment; or
2. Reject cooperative purchase contract and direct staff to conduct a process; or
3. Reject approval of the purchase of new turnout equipment and direct staff to maintain our current practice of taking units out of service for 3-4 hours in order to properly decontaminate their personal protective equipment. We would also keep our current practice of moving turnouts over to the apparatus of choice for co-staffing purposes.

Background/History:

Cancer is the second leading cause of deaths among firefighters today, following cardiovascular disease, as established by numerous scientific studies and data collected and evaluated by the National Institute for Occupational Safety and Health (NIOSH) and by the International Association of Fire Fighter's (IAFF) Line of Duty Deaths Database. These data sources demonstrate that occupational exposure to carcinogens significantly increases firefighters' risk of several cancers in correlation with the duration of firefighting activities. Cancer deaths among members of the fire service have risen dramatically over the last 20 years, in tandem with the increasing toxicity of modern fires, due to the proliferation of synthetic products and plastics, and other toxic chemicals that release carcinogenic by-products when burned.

In the FFD we are not immune to these statistics and feel that protecting our members over a twenty-five-year career is in turn protecting a community asset. By promoting safer working

environments through policy changes and efforts like a second set of turnouts, we can hope to better protect those who are serving to protect our community.

Key Considerations:

Funding has already been identified, budgeted for and approved for this purchase.

A second set of turnouts will provide the following benefits:
- Improved overall safety and working environments for our membership;
- Improved response times for co-staffing stations;
- Decreased time of units being out of service due to decontamination requirements; and
- This will assist in decreasing the risk of cancer claims for the City of Flagstaff.

Expanded Financial Considerations:

Funding for this purchase is in account # 001-03-051-0203-2-4354 (Safety Supplies)

Community Benefits and Considerations:

This will allow for quicker response times for those stations with co-staffing models. This purchase will improve safety to their firefighters (a community asset) and assist in reducing the risk of cancer and long-term health costs. The purchase of a second set of turnouts also reduces the time a unit is out of service in any given district within the community for necessary decontamination procedures. This purchase also supports the FFD decontamination policy which will better ensure our members are not wearing contaminated turnouts into public places and our community members' homes.

Community Involvement:

Inform.

Expanded Options and Alternatives:

N/A

Attachments:
City Cooperative Contract
Contract Exhibit A - Scope and Fee
Contract Exhibit B - GSA Contract
Contract Exhibit B.1 - GSA Contract Cover

COOPERATIVE PURCHASE CONTRACT
Contract No. 2020-36

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and L.N. Curtis and Sons, Inc., a California Corporation ("Contractor").

RECITALS:

A. Contractor has a Government Services Agreement #47QSWA18D009Y with the U.S. General Services ("GSA") to supply materials and/or services ("Agency Contract"), which was awarded as a sole source 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 purchased:

Turnout Personal Protective Equipment

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 twenty thousand five hundred twelve dollars and zero cents **($238,455.89)** 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 set forth in *Exhibit B* attached hereto and incorporated by reference. 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 the 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.

LN CURTIS AND SONS, INC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK and FEE

ATTACHED

EXHIBIT B
AGENCY CONTRACT

City of GSA Contract Number: 47QSWA18D009Y (attached)

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 128984

Quotation

CUSTOMER:

Flagstaff City Fire Department
211 West Aspen Avenue
Flagstaff AZ 86001

SHIP TO:

Flagstaff City Fire Department
211 West Aspen
Flagstaff AZ 86001

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
128984	08/20/2019	09/13/2019

SALESPERSON	CUSTOMER SERVICE REP
Gary Norton gnorton@lncurtis.com 480-296-5202	Gary Norton gnorton@lncurtis.com 480-296-5202

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Jared Saylor	C33496	Net 30	GSA-FRCP

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Best Way	

SPECIAL INSTRUCTIONS

Pricing per GSA Contract # GS-07F-0043L
*With the exception of line item 8, marked open market

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	84	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	AS FOLLOWS: *PER FLAGSTAFF CUSTOM SPECIFICATIONS Sizing TBD	$1,271.15	$106,776.60
2	84	PR	G-XCEL PANTS - GLOBE CUSTOM	AS FOLLOWS: *PER FLAGSTAFF CUSTOM SPECIFICATIONS Sizing TBD	$926.40	$77,817.60
3	84	EA	LPHRHPLSW ECMS CUSTOM	REMOVABLE HANGING LETTER PATCH W/ HEAT PRESS LETTERS, AS BELOW; Names TBD	$39.50	$3,318.00

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 128984

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	84	EA	GLOBE - FOOTGEAR CUSTOM	AS BELOW: SZ 10M SHADOW 14"PULL ON STRUCTURAL BOOTS , CAL-OSHA NFPA LABELLED . ** This PPE product contains PFAS chemicals for water and oil repellency Sizing TBD	$363.00	$30,492.00

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 09/13/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	$218,404.20
Tax Total	$20,051.69
Transportation	$0.00
Total	$238,455.89

Contract Clause Document

for

Solicitation Number : **7FCI-L3-030084-B**

Refresh Number : **36**

Contract Number : **47QSWA18D009Y**

Created on July 3, 2019

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52.202-1 DEFINITIONS (NOV##2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless###

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

52.203-13 Contractor Code of Business Ethics and Conduct (OCT##2015)

(a) Definitions. As used in this clause ###

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation ###

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require ###

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from ###

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall ###

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall ###

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) #################(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector
General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed ###

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked ###confidential### or ###proprietary### by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control

system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall ###

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including ###

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR##2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112###239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

52.203-3 GRATUITIES (APR##1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative###

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled###

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10##times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE##I###OCT##1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT##2016)

(a) *Definitions.* As used in this clause:

###Executive### means officers, managing partners, or any other employees in management positions.

###First-tier subcontract### means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor###s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor###s general and administrative expenses or indirect costs.

###Month of award### means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

###Total compensation### means the cash and noncash dollar value earned by the executive during the Contractor###s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board###s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)############(1) Executive compensation of the prime contractor. As a part of its annual registration

requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if#####

(i) In the Contractor###s preceding fiscal year, the Contractor received#####

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor###s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor###s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor###s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor###s preceding completed fiscal year at http://www.fsrs.gov, if#####

(i) In the subcontractor###s preceding fiscal year, the subcontractor received#####

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)############(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT##2018)

(a) *Definitions*. As used in this clause#####

###Electronic Funds Transfer (EFT) indicator### means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

######Registered in the System for Award Management (SAM)### means that#####

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ###Active###.

###System for Award Management (SAM)### means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes###

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

###Unique entity identifier### means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204###7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final

payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government###s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)##########(1)##############(i)####If a Contractor has legally changed its business name or *doing business* as name

(whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day###s written notification of its intention to#####

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ###Suspension of Payment### paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor###s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ######Suspension of Payment###### paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT##2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not

include the Contractor###s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor###s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1### September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor###s failure to comply with the reporting requirements a part of the Contractor###s performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)############(1)####The Contractor shall require each first-tier subcontractor providing services under this
contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL##2016) 4.1804(c)

(a) *Definition.* As used in this clause ###

Commercial and Government Entity (CAGE) code means ###

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by

the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC##2014)

The Contractor###s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN##2016)

(a) *Definitions.* As used in this clause#####

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL##2018)

(a) *Definitions.* As used in this clause ###

Covered article means any hardware, software, or service that ###

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means ###

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115###91) prohibits Government use of any covered article. The Contractor is prohibited from ###

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this

clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY##2011)

(a) *Definitions*. As used in this clause###

Postconsumer fiber means###

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers### over-runs, converters### scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT##2018)

(a) Definitions. As used in this provision#####

###Electronic Funds Transfer (EFT) indicator### means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

###Registered in the System for Award Management (SAM)### means that#####

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM

registration process; and

(4) The Government has marked the record ###Active###.

###Unique entity identifier### means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ###Unique Entity Identifier### followed by the unique entity identifier that identifies the Offeror###s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN##2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return

such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee###s employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor###s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be ###continuous rental.###

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY##2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41##U.S.C.##8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an

AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.209-1 QUALIFICATION REQUIREMENTS (FEB##1995) 9.206-2

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

####(Name) Brenda McCall, GSA

####(Address) Brenda.mccall@gsa.gov

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

####Offeror's Name _____

####Manufacturer's Name _____

####Source's Name _____

####Item Name _____

####Service Identification _____

####Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an

applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

Note: Regulation 52.209-1
Qualification Requirements clause applies to SINs 246 35 7 and 246 60 5. See SIN descriptions in Part 1 - Goods and Services and the solicitation document titled Schedule 84-FSC Group 63-Technical Requirements for information regarding the qualification requirements.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV##2014)

(a) *Definitions*. As used in this clause#####

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned#####

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT##2015)

(a) *Definition.* ###Commercially available off-the-shelf (COTS)### item, as used in this clause#####

(1) Means any item of supply (including construction material) that is#####

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government###s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor###s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government###s interests when dealing with such subcontractor in view of the specific basis for the party###s debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that#####

(1) Exceeds $35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT##2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111###212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments#####

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by#####

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for#####

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor###s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209###9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111###212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.211-16 VARIATION IN QUANTITY (APR##1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 percent increase

0 percent decrease

This increase or decrease shall apply to 0.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS ### COMMERCIAL ITEMS (AUG##2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb##2009) (22##U.S.C. 7104(g)).

[ ] Alternate I (Aug##2007) of 52.222-50 (22##U.S.C. 7104(g)).

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS	Clause

	CONCERNS (DEC 2015)	
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY	Clause

	SAFEGUARDS (AUG 1996)	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(2) 52.233-3, Protest After Award (AUG##1996) (31##U.S.C.##3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT##2004) (Pub.##L.##108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ##PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	Clause
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Required as applicable

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified

acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records###Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)############(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this

clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause ###

(i) 52.203###13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110###252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219###8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219###8 in lower tier subcontracts that offer subcontracting

(iii) [Reserved]

(iv) 52.222###26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222###35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222###36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222###40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.##13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222###40.

(viii) 52.222###41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222###50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[Required as applicable] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222###51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222###53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247###64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247###64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA ### MODIFICATIONS (OCT##2010) (ALTERNATE##IV ### OCT##2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403###3.]

(1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

Note: Regulation 52.215-21
Reference in this clause to 552.243-72 should be 552.238-81.

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered ###issued### when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT##1995) (DEVIATION II ### FEB##2007)16.506(b)

(a) *Minimum order*. When the ordering activity requires supplies or services covered by this contract in an amount of less than to be negotiated, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor#####

(1) Any order for a single item in excess of See Note below;

(2) Any order for a combination of items in excess of See Note below; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

Note: Regulation 52.216-19
Note: For maximum order limits (MOL) see Goods/Services section. MOL applies to single orders under a SIN, regardless of whether for a single item or combination of items. MOLs are not limits on the size order that may be placed, but are only thresholds that apply to the provisions of the clause.

Note: Due to a system limitation, a Maximum Order value of $100,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level Materials.

52.216-22 INDEFINITE QUANTITY (OCT##1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. [*insert date*].

52.217-8 OPTION TO EXTEND SERVICES (NOV##1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6##months. The Contracting Officer may exercise the option by written notice to the Contractor within Per task or delivery order.

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN##2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to#####

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for###

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including

the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-16 LIQUIDATED DAMAGES###SUBCONTRACTING PLAN (JAN##1999)

(a) ###Failure to make a good faith effort to comply with the subcontracting plan###, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled ###Small Business Subcontracting Plan,### or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled ###Small Business Subcontracting Plan,### the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV##2011)

(a) *Definition.* ###Service-disabled veteran-owned small business concern######

(1) Means a small business concern#####

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) ###Service-disabled veteran### means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for#####

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern###s employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern###s employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if#####

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in

19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

52.219-28 POST###AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL##2013)

(a) *Definitions*. As used in this clause#####

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ###not dominant in its field of operation### when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts#####

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other

data in SAM, as necessary, to ensure that they reflect the Contractor###s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____.####[*Contractor to sign and date and insert authorized signer's name and title*].

_____ _____
Contractor Signature / Date

_____ _____
Authorized Signer###s Name / Title

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC##2015)

(a) *Definitions*. ###Economically disadvantaged women-owned small business (EDWOSB) concern### means#####

A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

###*WOSB Program Repository*### means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) *Agreement*. An EDWOSB concern agrees that in the performance of the contract for#####

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) *Joint Venture.* A joint venture may be considered an EDWOSB concern if#####

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The EDWOSB participant of the joint venture is designated in System for Award Management as an EDWOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions#####

(i) Setting forth the purpose of the joint venture;

(ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

(f) Nonmanufacturer. An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV##2011)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for#####

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees or on a combination of the HUBZone prime contractor###s employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees or on a combination of the HUBZone prime contractor###s employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for

personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f)############(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern

nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC##2015)

(a) *Definitions*. ###Women-owned small business (WOSB) concern eligible under the WOSB Program### (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

###WOSB Program Repository### means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not

be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement.* A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for#####

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if#####

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions#####

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) Nonmanufacturer. A WOSB concern eligible under the WOSB Program that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(a) Definitions. As used in this contract#####

###HUBZone small business concern### means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

###Service-disabled veteran-owned small business concern########

(1) Means a small business concern#####

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

###Small business concern### means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

###Small disadvantaged business concern###, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that#####

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by#####

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

###Veteran-owned small business concern### means a small business concern#####

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

###Women-owned small business concern### means a small business concern#####

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor###s compliance with this clause.

(d) (1) The Contractor may accept a subcontractor###s written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small

business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor###s representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if#####

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor###s size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include#####

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG##2018) (ATERNATE II ### NOV##2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause#####

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Government-wide, electronic,

web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror###s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)############(1)####Proposals submitted in response to this solicitation shall include a subcontracting plan

that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)########(i)####The Contractor may accept a subcontractor###s written representations of its size and

socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor###s representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small

business in the System for Award Management (SAM) if###

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor###s size or socioeconomic status.

(d) The Offeror###s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626#####

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC###s or the Indian tribe###s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of#####

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the

Offeror###s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to#####

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern###s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with#####

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror###s subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled ######Utilization of Small Business Concerns###### in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will#####

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror###s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor###s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have

been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating#####

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact#####

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through#####

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if#####

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern###s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ###make-or-buy### decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219###8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as

part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided#####

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror###s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor###s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government###s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212###5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244###6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with##

(1) the clause of this contract entitled ######Utilization Of Small Business Concerns,###### or

(2) an approved plan required by this clause, shall be a material breach of the contract and may be

considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)######(A)####When a subcontracting plan contains separate goals for the basic contract

and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301###2(e), the Contractor###s achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides#####

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2)##*SSR.* (i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency###s contracts, provided at least one of that agency###s contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government###s fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government###s fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB##1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY##2014)

(a) ###Service employee###, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term ###service employee### includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee###s qualifications based upon the individual###s education and employment history, with particular emphasis on the employee###s experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor###s first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)############(1)##Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor

and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee###s past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program###s requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans### Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable

laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)############(1)##The Contractor shall, not less than 30 days before completion of the Contractor###s

performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor###s workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be#####

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)############(1)##If required in accordance with 52.222###41(n), the predecessor Contractor shall, not less

than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222###41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral

offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233###1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures#####

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-19 CHILD LABOR###COOPERATION WITH AUTHORITIES AND REMEDIES (JAN##2018) 22.1505(b)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in#####

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $80,317 or more; or

(4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $180,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR##2015)

(a) *Definitions*. As used in this clause#####

Gender identity has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-26 EQUAL OPPORTUNITY (SEP##2016)

(a) *Definition.* As used in this clause.

###Compensation### means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

###Compensation information### means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor###s profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

###Essential job functions### means the fundamental job duties of the employment position an

individual holds. A job function may be considered essential if#####

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

###Gender identity### has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

###Sexual orientation### has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

###United States,### means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)########(1)##If, during any 12-month period (including the 12 months preceding the award of this contract),

the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)########(1)##The Contractor shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to ###

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on

behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5)########(i)##The Contractor shall not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee###s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor###s legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by#####

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bar-gaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers### representative of the Contractor###s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or

purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41##CFR##60-1.1.

52.222-29 NOTIFICATION OF VISA DENIAL (APR##2015)

(a) *Definitions*. As used in this clause#####

Gender identity has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify*.

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual###s race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60###1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

52.222-3 CONVICT LABOR (JUN##2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons###

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are

authorized to work at paid employment in the community under the laws of such jurisdiction, if###

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order##11755, as amended by Executive Orders 12608 and 12943.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT##2015)

(a) *Definitions.* As used in this clause#####

###Active duty wartime or campaign badge veteran,### ###Armed Forces service medal veteran,### ###disabled veteran,### ###protected veteran,### ###qualified disabled veteran,### and ###recently separated veteran### have the meanings given at
FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60###300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL##2014)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60### 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB##2016)

(a) *Definitions.* As used in this clause, ###active duty wartime or campaign badge veteran,### ###Armed Forces service medal veteran,### ###disabled veteran,### ###protected veteran,### and ###recently separated veteran,### have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on#####

(1) The total number of employees in the contractor###s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS###4212 ###Federal Contractor Veterans### Employment Report### (see ###VETS###4212 Federal Contractor Reporting### and ###Filing Your VETS###4212 Report### at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12###month period preceding the ending date selected for the report. Contractors may select an ending date#####

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor###s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC##2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor###s plants and offices so that the notice is prominent and readily seen by employees

who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor###s Web site that contains the full text of the poster. The link to the Department###s Web site, as referenced in (b)(3) of this section, must read, ###Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.###

(b) This required employee notice, printed by the Department of Labor, may be#####

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor###s official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG##2018)

(a) *Definitions*. As used in this clause#####

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)#################(i)##If a wage determination is attached to this contract, the Contractor shall classify any

class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)#################(A)##The process of establishing wage and fringe benefit rates that bear a

reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary

administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary###s authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm###s length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor###s collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm###s length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute#####

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly

compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor###s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the

journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision#####

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY##2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage ### Fringe Benefits
N/A	N/A
N/A	N/A
N/A	N/A

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS###PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG##2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts

subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor###s actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph##(d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers### compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.222-49 SERVICE CONTRACT LABOR STANDARDS ### PLACE OF PERFORMANCE UNKNOWN (MAY##2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested

for the following: TBD (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by within 15 days of request (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN##2019)

(a) *Definitions*. As used in this clause#####

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means#####

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means#####

(1) Any item of supply (including construction material) that is#####

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person#####

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious

harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of#####

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for#####

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer###s recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs#####

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is#####

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to#####

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means#####

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not#####

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee###s identity or immigration documents, such as passports or drivers### licenses, regardless of issuing authority;

(5)###############(i)##Use misleading or fraudulent practices during the recruitment of employees or

offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)###############(i)##Fail to provide return transportation or pay for the cost of return transportation

upon the end of employment#####

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that#####

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is#####

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee###s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall#####

(1) Notify its employees and agents of#####

(i) The United States Government###s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of#####

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203###13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor###s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in#####

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum#####

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors### and investigators### requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not#####

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from#####

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that#####

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate#####

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government###s policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State###s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1###844###888###FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor###s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that#####

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either#####

(A) To the best of the Contractor###s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that#####

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY##2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall

consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY##2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e)############(1)##Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt

services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT##2015)

(a) *Definitions.* As used in this clause#####

Commercially available off-the-shelf (COTS) item#####

(1) Means any item of supply that is#####

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), ###bulk cargo### means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee#####

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall#####

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph

(b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of#####

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of#####

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension

or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee#####

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that#####

(1) Is for#####

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

(a) *Definitions.* As used in this clause#####

###*United States*### means the 50 states and the District of Columbia.

###*Worker*### ###

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and ###

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and

the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor###s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate*.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor###s Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)###############(i)##The Contractor may request a price adjustment only after the effective date of the new

annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers### compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker###s wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)############(1)##This clause applies to workers as defined in paragraph (a). As provided in that definition#####

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor###s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to#####

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e*. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to#####

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the

notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker###s occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor###s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor###s compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k)

in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG##2018)

(a) *Definition*.######Site of the work######

(1) Means###

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is###

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided###

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the ###primary site of the work### as defined in paragraph (a)(1)(i), or the ###secondary site of the work### as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the ###site of the work.### Such permanent, previously established facilities are not a part of the ###site of the work### even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)############(1)####All laborers and mechanics employed or working upon the site of the work will be paid

unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer###s payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)############(1)####The Contracting Officer shall require that any class of laborers or mechanics which is not

listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30##days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30##days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs##(c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first##day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN##2017)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)#####

###Child###, ###domestic partner###, and ###domestic violence### have the meaning given in 29 CFR 13.2.

###Employee########

(1)#################(i)####Means any person engaged in performing work on or in connection with a contract
covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor###s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)#################(i)####An employee performs ###on### a contract if the employee directly performs the specific
services called for by the contract; and

(ii) An employee performs ###in connection with### a contract if the employee###s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

###Individual related by blood or affinity whose close association with the employee is the equivalent

of a family relationship### has the meaning given in 29 CFR 13.2.

###Multiemployer### plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

###Paid sick leave### means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

###Parent###, ###sexual assault###, ###spouse###, and ###stalking### have the meaning given in 29 CFR 13.2.

###United States### means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall#####

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including###

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee###s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees### requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor###s paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees### requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR

13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)############(i)####If the Contractor wishes to distinguish between an employee's covered and noncovered

work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee###s time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee###s time may the Contractor properly refuse an employee###s request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee###s hours worked, such as because the employee is exempt from the Fair Labor Standards Act###s minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee###s number of daily and weekly hours worked.

(4)############(i)####Records relating to medical histories or domestic violence, sexual assault, or stalking,

created for purposes of E.O. 13706, whether of an employee or an employee###s child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also

be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor###s recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee###s accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to#####

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee###s accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee###s finding a replacement worker or the fulfillment of the Contractor###s operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for#####

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-7 Withholding of Funds (MAY##2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 Payrolls and Basic Records (AUG##2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)############(1)##The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on

weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee###s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH###347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a ###Statement of Compliance,### signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify#####

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph##(a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29##CFR Part##3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form##WH-347 shall satisfy the requirement for submission of the ###Statement of Compliance### required by paragraph##(b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section##1001 of Title##18 and Section##3729 of Title##31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph##(a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29##CFR 5.12.

52.222-9 Apprentices and Trainees (Jul##2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed###

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman###s hourly rate) specified in the Contractor###s or subcontractor###s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice###s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the

trainee###s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order##11246, as amended, and 29##CFR Part##30.

52.223-10 WASTE REDUCTION PROGRAM (MAY##2011)

(a) *Definitions.* As used in this clause#####

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section##6002 of the Resource Conservation and Recovery Act (42##U.S.C. 6962, et seq.) and implementing regulations (40##CFR part 247).

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN##2016)

(a) *Definition.* As used in this clause#####

###*Global warming potential*### means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide###s global warming potential is defined as 1.0.

###*High global warming potential hydrofluorocarbons*### means any hydrofluorocarbons in a particular end use for which EPA###s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at

http://www.epa.gov/snap/).

###*Hydrofluorocarbons*### means compounds that only contain hydrogen, fluorine, and carbon.

###*Ozone-depleting substance*,### means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as#####

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall#####

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by#####

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after#####

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG##2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired###

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA###s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG##2011)

(a) *Definitions*. As used in this clause#####

###*Driving*### #####

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

###*Text messaging*### means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should#####

(1) Adopt and enforce policies that ban text messaging while driving#####

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as#####

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY##2011)

The Contractor###s work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP##2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless#####

(1) The product cannot be acquired#####

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall#####

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than#####

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN##1997) (ALTERNATE##I###JUL##1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to###

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment.

Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3
Per FAR 23.303 Contract clause.
(a) The contracting officer shall insert the clause at 52.223-3, Hazardous Material Identification and Material Safety Data, in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in 23.301.
(b) If the contract is awarded by an agency other than the Department of Defense, the contracting officer shall use the clause at 52.223-3 with its Alternate I.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY##2011)

(a) *Definitions.* As used in this clause###

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN##1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, *Per task or delivery order* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1)##radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title##10 of the Code of Federal Regulations, in effect on the date of this contract, or (2)##other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of

the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall###

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.224-1 PRIVACY ACT NOTIFICATION (APR##1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of##1974, Public Law 93-579, December##31, 1974 (5##U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR##1984)

(a) The Contractor agrees to###

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies###

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees

of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN##2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC###s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC###s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC###s regulations at 31 CFR chapter V and/or on OFAC###s Web site at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.225-5 TRADE AGREEMENTS (AUG##2018)

(a) *Definitions.* As used in this clause#####

###Caribbean Basin country end product######

(1) Means an article that#####

(i)###################(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;

or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.

2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

###Designated country### means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as ###the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)###), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

###Designated country end product### means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

###End product### means those articles, materials, and supplies to be acquired under the contract for public use.

###Free Trade Agreement country end product### means an article that#####

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

###Least developed country end product### means an article that#####

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

###United States### means the 50 States, the District of Columbia, and outlying areas.

###U.S.-made end product### means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

###WTO GPA country end product### means an article that#####

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled ###Trade Agreements Certificate.###

52.228-5 INSURANCE###WORK ON A GOVERNMENT INSTALLATION (JAN##1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective###

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30##days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR##1984) (DEVIATION I ###MAY 2003)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

Note: Regulation 52.229-1
Clause 52.229-1 State and Local Taxes (APR 1984)(Deviation I - MAY 2003) applies ONLY to SIN 246-53 in Attachment 03.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB##2013) (DEVIATION ### FEB 2007)

(a) As used in this clause#####

###After-imposed Federal tax### means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

###After-relieved Federal tax### means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

###All applicable Federal, State, and local taxes and duties### means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

###Contract date### means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

###Local taxes### includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)##########(1)##The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be#####

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor###s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The ordering activity shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-17 INTEREST (MAY##2014) (DEVIATION ### MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26##U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30##days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for

each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION -- MAY 2003)

Funds are not presently available for performance under this contract beyond Per Task or Delivery Order. The ordering activity###s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the ordering activity for any payment may arise for performance under this contract beyond Per Task or Delivery Order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ###EFT### refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either###

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor###s EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor###s EFT information incorrectly, the Government remains responsible for###

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor###s EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and###

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor###s financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

52.232-34 Payment by Electronic Funds Transfer###Other than SYSTEM FOR AWARD MANAGEMENT (JUL##2013) (DEVIATION ### FEB 2007)

(a) Method of payment.

(1) All payments by the ordering activity under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph##(a)(2) of this clause. As used in this clause, the term ###EFT### refers to the funds transfer and may also include the payment information transfer.

(2) In the event the ordering activity is unable to release one or more payments by EFT, the Contractor agrees to either###

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the ordering activity to extend payment due dates until such time as the ordering activity makes payment by EFT (but see paragraph##(d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the ordering activity with the information required to make payment by EFT (see paragraph##(j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ###designated office###) by date requested. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor###s EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The ordering activity may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31##CFR Part##210.

(d) Suspension of payment.

(1) The ordering activity is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the ordering activity shall begin using the changed EFT information no later than 30##days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor###s request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the ordering activity used the Contractor###s EFT information incorrectly, the ordering activity remains responsible for###

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor###s EFT information was incorrect, or was revised within 30##days of ordering activity release of the EFT payment transaction instruction to the Federal Reserve System, and###

(i) If the funds are no longer under the control of the payment office, the ordering activity is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the ordering activity shall not make payment and the provisions of paragraph##(d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph##(j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the ordering activity, is incorrect EFT information within the meaning of paragraph##(d) of this clause.

(h) Liability for change of EFT information by financial agent. The ordering activity is not liable for errors resulting from changes to EFT information provided by the Contractor###s financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The ordering activity may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the ordering activity does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the ordering activity. If the ordering activity makes payment by check in accordance with paragraph##(a) of this clause, the ordering activity shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph##(b) of this clause).

The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph##(c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor###s name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor###s financial agent.

(5) The Contractor###s account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor###s financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor###s financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.232-36 PAYMENT BY THIRD PARTY (MAY##2014) (DEVIATION ### MAY##2003)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at *http://fms.treas.gov/debt/index.html*. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor###s financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the ordering activity###s account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph##(c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY##1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated###

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.233-1 DISPUTES (MAY##2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)############(1)##A claim by the Contractor shall be made in writing and, unless otherwise stated in this
contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a

written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)#################(i)##The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this
clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer###s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.233-3 PROTEST AFTER AWARD (AUG##1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either###

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if###

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT##2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR##1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991) (DEVIATION ### MAY 2003)

(a) The Contractor recognizes that the services under this contract are vital to the ordering activity and must be continued without interruption and that, upon contract expiration, a successor, either the ordering activity or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG##1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL##1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG##1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90##days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the

Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90##days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either#####

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if#####

(1) The stop-work order results in an increase in the time required for, or in the Contractor###s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30##days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN##2017)

(a) *Definitions*. As used in this clause#####

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after#####

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor#####

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely

payment in any notice required under paragraph (b) of this clause.

52.246-4 INSPECTION OF SERVICES###FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may###

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (DEVIATION I ### JULY 2008)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the ordering activity is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the To be determined at the Task Order level [name the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the ordering activity.

(b) If the ordering activity is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the - To be determined at the Task Order level [the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the ordering activity, pursuant to cost-reimbursement contract No. To be determined at the Task Order level. This may be confirmed by contacting To be determined at the Task Order level [Name and address of the contract administration office listed in the contract].

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006) (DEVIATION I - JULY 2008)

(a) The term ###f.o.b. origin, freight prepaid,### as used in this clause, means --

(1) Free of expense to the ordering activity delivered --

(i) On board the indicated type of conveyance of the carrier (or of the ordering activity, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier###s wharf (at shipside, within reach of the ship###s loading tackle, when the shipping point is within a port area having water transportation service) or the carrier###s freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any ordering activity-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the ordering activity###s obligation, is prepaid by the contractor to the point specified in the contract.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the ordering activity; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier###s conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier###s conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., ###This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the ordering activity###; and

(vi) The signature of the carrier###s agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier###s equipment are not available at the Contractor###s plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier###s facilities are available; subject, however, to the following qualifications:

(1) If the Contractor###s shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor###s expense, and to that extent the contract shall be ###f.o.b. destination.###

(2) Notwithstanding paragraph##(c)(1) of this clause, if the Contractor###s shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor###s expense, to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV##1991) (DEVIATION ### MAY 2003)

(a) The term "f.o.b. destination," as used in this clause, means###

(1) Free of expense to the ordering activity, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The ordering activity shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the ordering activity acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading

platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall###

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006) (DEVIATION ### FEB 2007)

(a) The term ###f.o.b. inland carrier, point of exportation,### as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall###

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity###s request and expense, assist in obtaining the documents required for###

(i) Exportation; or

(ii) Importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) (DEVIATION I - JULY 2008)

(a) The term ###f.o.b. inland point, country of importation,### as used in this clause, means free of expense to the ordering activity, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee###s facility is located.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier###s conveyance, the shipment in good order and condition to the specified inland point where the consignee###s facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier###s conveyance at the specified inland point.

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION###OCT##1984)

(a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any freight carload or trailer load (piggyback) shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.

(b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

(c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

(d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB##2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50##percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry

cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are#####

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50##percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)##########(1)##The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for

each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i)##within 20##working days of the date of loading for shipments originating in the United States, or (ii)##within 30##working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to#####

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22##U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless#####

(i) This contract is#####

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are#####

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military#####

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400##Seventh Street, SW, Washington, DC 20590, Phone:##202-366-4610.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT ### SMALL PACKAGE SHIPMENTS (JAN 1991) (DEVIATION I - JULY 2008)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The ordering activity will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled ###Commercial Bill of Lading Notations.###

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Ordering activity prepaid shipments with the Contractor###s commercial shipments for delivery to one or more consignees and the Ordering activity will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the ordering activity

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means###

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall###

(1) Send a prepaid notice of shipment to the consignee transportation officer###

(i) For all shipments of###

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a ###Report of Shipment### or ###REPSHIP FOR T.O.###

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR##2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB##1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision

52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS â## PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause

52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (08/22/2018)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause

52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY	Clause

	NON-FEDERAL ENTITIES (JUL 2016)	
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

552.203-71 RESTRICTION ON ADVERTISING (SEP##1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB##1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB##1996) (ALTERNATE I##-##MAY##2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB##1996) (ALTERNATE I ### MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB##1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the ###Time of Delivery (days ARO)### column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the ###stated### delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR###S NORMAL COMMERCIAL DELIVERY TIME
Attachment 01 - 260-01 - 260-98 & 260-99 - All other SINS -	365 DARO 30-120 DARO 120 DARO	_____
Attachment 02 - All SINs - Attachment 03 - All SINs - Attachment 04 - 633-30, 633-30a, 633-99 Attachment 04 - All other SINs -	90 DARO 60 DARO 75 DARO 45-60 DARO	_____
Attachment 05 - 426-4K - 426-4E, 426-5A & 426-5B Attachment 05 - All other SINS	365 DARO 180 DARO 30-120 DARO	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	**Expedited Delivery Time (Hours/Days ARO)**
_____	_____

_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2###day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2##days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.211-8 TIME OF DELIVERY (SEP##1999)

(a) The time of delivery for each item means the time required after receipt of an order (1) to make delivery to a destination in the case of delivered prices, or (2) to place shipment in transit in the case of f.o.b. origin prices.

(b) Delivery is required to be made at the point(s) specified within TBD days after receipt of order.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL##2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) ###Guidelines for Regulating Wood Packaging Material in International Trade,### approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at *http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm*), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery

to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor###s failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

552.212-4 CONTRACT TERMS AND CONDITIONS ### COMMERCIAL ITEMS (JAN 2017) (DEVIATION ### FEB 2007) (DEVIATION - FEB 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its post-acceptance rights#####

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31##U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if

authorized) to the address designated in the contract to receive invoices. An invoice must include#####

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer ### System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer###Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor###s invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after ordering activity acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and

proceedings.

(i) *Payment*.

(1) *Items accepted*. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall#####

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the#####

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if#####

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment

unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on#####

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity###s convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements ### Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements ### Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during

performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity###s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ###doing business as### name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day###s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ###Suspension of Payment### paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor###s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ###Suspension of payment### paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an ###I agree### click box or other comparable mechanism (e.g., ###click-wrap### or ###browse-wrap### agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor###s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements ### unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, ###this agreement### means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(*1*) Terms that change the ordering activity###s rights or obligations;

(*2*) Terms that increase ordering activity prices;

(*3*) Terms that decrease overall level of service; or

(*4*) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user###s compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed ###confidential information.### Issues regarding release of ###unit pricing### will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the

preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance*.

(1) The ordering activity has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The ordering activity may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The ordering activity will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the ordering activity performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the ordering activity will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the ordering activity may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the ###hourly rate### for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the ###hourly rate### attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit*.]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the ordering activity), the ordering activity may#####

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the ordering activity may at any time require the Contractor to remedy by correction or replacement, without cost to the ordering activity, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to#####

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor###s employees selected or retained by the Contractor after any of the Contractor###s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace ordering activity-furnished property shall be governed by the clause pertaining to ordering activity property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause#####

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are#####

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means#####

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontrac*t means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include###

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the

invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer###System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer###Other Than System for Award Management)*, or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor###s invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after ordering activity acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*.

(1) Work performed. The ordering activity will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor###s established catalog or market price, adjusted to reflect the#####

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the ordering activity will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor#####

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor###s payment request to the ordering activity and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall#####

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the ordering activity for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert ###None.###

(2) *Total cost*. It is estimated that the total cost to the ordering activity for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the ordering activity for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the ordering activity for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment#####

(A) The original timecards (paper-based or electronic);

(B) The Contractor###s timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost#####

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The ordering activity within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor###s payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the ordering activity has otherwise overpaid on an invoice payment, the Contractor shall#####

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the#####

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if#####

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for

payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on#####

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the ###completion invoice### and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the ordering activity, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the ordering activity is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the ordering activity against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be

considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity###s convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor###s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity###s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ###doing business as### name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day###s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ###Suspension of Payment### paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor###s SAM record that indicates payments,

including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ###Suspension of payment### paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an ###I agree### click box or other comparable mechanism (e.g., ###click-wrap### or ###browse-wrap### agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor###s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements###unenforceable clauses*. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, ###this agreement### means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change ordering activity rights or obligations;

(2) Terms that increase ordering activity prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user###s compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying ordering activity contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity###s prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed ###confidential information.### Issues regarding release of ###unit pricing### will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG##1997)

(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer###s acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a ###discount### by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror###s current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror###s commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked ###excluded,### lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN##2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[*The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]*

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

No 552.215-70 Examination of Records by GSA

Yes 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

Yes 552.215-72 Price Adjustment ###Failure to Provide Accurate Information

No 552.219-70 Allocation of Orders###Partially Set-Aside Items

No 552.228-70 Workers### Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

No 552.232-71 Adjusting Payments

No 552.232-72 Final Payment

No 552.232-73 Availability of Funds

Yes 552.232-78 Payment Information

No 552.237-71 Qualifications of Employees

Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

No 552.238-81 Modifications (Multiple Award Schedule)

Yes 552.242-70 Status Report of Orders and Shipments

Yes 552.246-73 Warranty###Multiple Award Schedule

No 552.246-76 Warranty of Pesticides

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN##2015)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_____ 552.223-72 Hazardous Material Information

(b) Clauses.

_____ 552.223-70 Hazardous Substances.

_____ 552.223-71 Nonconforming Hazardous Material.

_____ 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

_____ 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

_____ 552.238-72 Identification of Products That Have Environmental Attributes.

552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL##2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3##years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.215-72 PRICE ADJUSTMENT###FAILURE TO PROVIDE ACCURATE INFORMATION (AUG##1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor###s commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14##calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States###

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26##U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

552.215-73 NOTICE (JUL##2016)

(a) The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

(b) GSA###s hours of operation are 8:00 a.m. to 4:30 p.m. Requests for pre-award debriefings

postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for post-award debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

552.216-70 ECONOMIC PRICE ADJUSTMENT###FSS MULTIPLEAWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999) (DEVIATION - APR 2007)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(d) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(e) The contract modification reflecting the price adjustment shall be made effective upon signature of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-72 PLACEMENT OF ORDERS (JAN##2016)

(a) Delivery orders (orders) will be placed by:

Eligible Ordering Activities## [*Contracting Officer insert names of Federal agencies*]

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration###s Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor###s agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Office of the Chief Information Officer (I).

Contact information can be found at: http://www.gsa.gov/portal/category/21404.

552.223-70 HAZARDOUS SUBSTANCES (MAY##1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP##1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The

Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.##313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10##days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1)##may be interpreted as a willful failure to perform, (2)##may result in termination of the contract for default and (3)##shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN##2015)

(a) *Definition. United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM###D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24###204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24###204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance###Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers### compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR##1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX###DC GOVERNMENT (SEP##1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP##1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR##52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31##U.S.C.##3727, 41##U.S.C.##15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR##1989)

(DEVIATION FAR 52.232-8) (ALTERNATE I ### MAY 2003)

(a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY##2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions###Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

552.232-83 CONTRACTOR###S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor###s name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to###

(1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes###

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or product/model sold;

(iv) The quantity of each service or product/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government**.**

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016)

(a) At the time of offer submission, an electronic version of proposed prices, including terms and conditions, will be submitted utilizing the templates in eOffer. If necessary, eOffer will facilitate the revision of proposed pricing or price-related terms and conditions during the evaluation process. Upon award of a contract, eOffer will use the submitted pricing information to create the Contractor###s Authorized Federal Supply Schedule Price List and post it to GSA Advantage!.

(b) During the period of the contract, the Contractor shall provide its Authorized Federal Supply Schedule Price List to eligible ordering activities upon request.

Note: Regulation 552.238-71
The requirement regarding FSS Schedule price lists provided in Clause 552.238-71 are applicable to contracts under Formatted Product Tool (FPT) Schedule/SINs only. The following requirements are applicable to contracts under non-FPT Schedules SINs:
(a)The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.
(b) The Contractor shall provide to the GSA Contracting Officer the completed Authorized FSS Schedule Pricelist on a common-use electronic medium.
(c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP##2003)

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause ###

Energy-efficient product means a product that###

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy###s Federal Energy Management Program.

GSA Advantage![##] is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of ###recovered material.### The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means###

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that###

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP###s designated top 25th percentile levels (see ENERGY STAR [reg] at

http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror###s following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA *Advantage!* ## submitted via GSA###s Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA##*Advantage!*####.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror###s claim of an item###s environmental attribute on the basis of###

(1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be ###competent and reliable,### it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-73 CANCELLATION (SEP##1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30##calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2014)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor###s

established commercial accounting practice. The acceptable points at which sales may be reported include#####

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including ###zero### sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including ###zero### sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)###s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the ###Treasury Reporting Rates of Exchange### issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874###7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA###s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA###s FAS. GSA###s FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://72a.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

552.238-75 PRICE REDUCTIONS (JUL##2016)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c)############(1)####A price reduction shall apply to purchases under this contract if, after the date negotiations
conclude, the Contractor#####

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales#####

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-78 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-78 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

552.238-77 DEFINITION (FEDERAL SUPPLY SCHEDULES) ###NON-FEDERAL ENTITY (JUL##2016)

Ordering activity (also called ###ordering agency### and ###ordering office###) means an eligible ordering activity (see 552.238-78), authorized to place orders under Federal Supply Schedule contracts.

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror###s commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The Government of the District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(9) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions#####

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. ## 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. ## 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f)############(1)######The Contractor is obligated to accept orders received from activities within the Executive Branch

of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA###s Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

552.238-79 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies ###Compliance with laws unique to Government contracts### (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity###s order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which

awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78.

552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR##2014) (ALTERNATE I ### JUN##2016)

(a) *General*. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications*.

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications###Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act###Balance of Payments Programs###Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates*. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic File Updates*. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February###April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

552.238-82 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018)

(a) *Definitions*.

Order-level materials means supplies and/ or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term ###materials### in [FAR] clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to ###materials### also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33 percent.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials,

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in 552.238-82(d)(7)(i)(A)-(B).

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per [FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.215-71 Examination of Records by GSA, GSA has the

authority to examine the Contractor###s records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment-FSS Multiple Award Schedule Contracts*.

(ii) 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-75 *Price Reductions*.

(11) Exceptions for travel.

(i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4).

(iii) Travel costs are exempt from clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

552.246-73 WARRANTY###MULTIPLE AWARD SCHEDULE (MAR##2000) (ALTERNATE I###MAY 2003)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90##days from the date that the ordering activity accepts the product.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

(3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90##day warranty period.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP##1999) (DEVIATION##FAR##52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48##CFR Chapter##1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48##CFR Chapter##5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the

addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV##2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor###s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency###s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency###s order.

(i) Government-Furnished Property: As specified by the agency###s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies### operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government###s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made.

No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT##1992)

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

____ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

____ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Table - Applicable Safety Standard(s)	
Product	**Standard**

____ Check if there are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program
Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-3653
Washington, DC 20210
(202) 219-7193

C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY##2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

C-FSS-425 WORKMANSHIP (OCT##1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

C-FSS-427 ANSI STANDARDS (JUL##1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)

(a) *General Background*.

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA###s Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders*.

Orders placed using the FAR Part 51 deviation shall be:

(1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis###an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

(2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY##1997)

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization;

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49##CFR Parts##171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as ###Combustible### and ###ORM,### shall not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulation 29##CFR Part##1910.1200; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.

(b) The test reports showing compliance with packaging requirements shall be made available to GSA contract administration/management representatives upon request.

D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN##1992)

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1,##1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

Table - List of Hazardous Material Item(s)	
ITEMS (NSN's, SIN's or Descriptive Name of Articles, as appropriate)	**Charge for Performance Oriented Packaging**

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.

D-FSS-456 PACKAGING AND PACKING (APR##1984)

(a) Packaging. Shall be in accordance with accepted commercial practice.

(b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR##1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

D-FSS-477 TRANSSHIPMENTS (APR##1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification###used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

E-FSS-521-D INSPECTION (MAY##2000)

Inspection of all purchases under this contract will be made at destination by an authorized Government

representative.

E-FSS-522 INSPECTION AT DESTINATION (MAR##1996)

(a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.

(b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of $22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; $26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and $26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

F-FSS-202-F DELIVERY PRICES (APR##1984)

Prices offered must cover delivery to destinations as provided below:

(a) *Direct delivery to consignee*. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)

Table - Direct Delivery to Consignee
Geographic area(s)/Countries/Zones

(b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

Table - Delivery to Overseas Assembly Point for Trans-shipment
Geographic area(s)/Countries/Zones

(c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

Table - Delivery to Overseas - other than (a) or (b)
Geographic area(s)/Countries/Zones

F-FSS-202-G DELIVERY PRICES (JAN##1994)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

##(Yes)########(No)

#################################Alaska##########____########____

#################################Hawaii##########____########____

#################Puerto Rico##########____########____

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE

(JAN##1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY##2000)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

Table - Additional Service Charge for a Delivery within Consignee's Premises	
ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	**ADDITIONAL CHARGES (Per shipping container) for "Delivery Within Consignee's Premises"**

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT##1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are

received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

F-FSS-772 CARLOAD SHIPMENTS (APR##1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL##2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL##2003), including reviews of contractor records. The Contractor###s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN##1999)

(a) The term ###Vendor Managed Inventory### describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR##1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD###PLACING OF ORDERS (OCT##1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

I-FSS-103 SCOPE OF CONTRACT###WORLDWIDE (JUL##2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions#####

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48##CFR##51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e)##########(1)##The Contractor is obligated to accept orders received from activities within the Executive
Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5##workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24##hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate##I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS###106, Guaranteed Minimum, contained elsewhere in this contract.

I-FSS-106 GUARANTEED MINIMUM (NOV##2018)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor###s timely submission of GSA Form##72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-74 ###Industrial Funding Fee and Sales Reporting###) during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY##2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments

F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR##1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the ###Treasury Reporting Rates of Exchange### in effect as of the date of the agency###s purchase order or in effect during the time period specified elsewhere in this contract.

I-FSS-140-B URGENT REQUIREMENTS (JAN##1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR##2000)

(a) The Government may require continued performance of this contract for an additional 5##year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor###s electronic catalog/pricelist has been received, approved, posted, and kept current on GSA ##*Advantage!*$^{##}$ in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30##days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC##1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL##2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

I-FSS-594 PARTS AND SERVICE (OCT##1988)

(1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

Note: Regulation I-FSS-594
If completing this clause you must also complete clause G-FSS-900-C, Contact for Contract Administration, (b)Overseas.

I-FSS-597 GSA *ADVANTAGE!* ## (OCT##2014)

(a) The Contractor must participate in the GSA *Advantage!* ## online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

I-FSS-599 ELECTRONIC COMMERCE###FACNET (APRIL##2018)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN###s).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN###s) and there are some instances where direct connections may be offered as an alternative.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN###s which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

A central repository of all trading partners, called the System of Award Management (SAM), has been developed and is available at SAM.gov. All Government procuring offices and other interested parties

will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC###s). Many VAN###s and software providers have already built the IC requirements into their products. If you need to see the IC###s, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov. IC###s are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

Several resources are available to vendors to assist in implementing EC/EDI:

(1) Electronic Commerce Resource Centers (ECRC###s) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC###s) and Small Business Development Centers (SBDC###s) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!* ##

(1) GSA *Advantage!* ## will use EC/ECI to receive catalogs, and text messages; and to send purchase orders, application advice, and functional acknowledgments and other transactions as needed. GSA *Advantage!* ## enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer###s model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Acquisition Services (FAS) to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*## may be accessed via the GSA Home Page. The INTERNET address is: https://gsaadvantage.gsa.gov.

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or

total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency###s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

I-FSS-600 CONTRACT PRICE LISTS (OCT##2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor###s electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA###s electronic ordering system known as GSA *Advantage!*##, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor###s electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!* ## for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!* ## can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor###s Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant ###web price lists### shown on the contractor###s web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the

Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)###.

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!##*, a menu-driven database system. The INTERNET address GSA *Advantage!##* is: GSAAdvantage.gov.

Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period.
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor###s internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate ###Not applicable### for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence ###Items available for expedited delivery are noted in this price list.### under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the ###Urgent Requirements### clause of its contract and advise agencies that they can also contact the Contractor###s representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA###s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor###s website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4 , *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law###including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

I-FSS-639 CONTRACT SALES CRITERIA (MAR##2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT##1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's

requirements for the contract period.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY##2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR##1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR##1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT###FSS MULTIPLE AWARD SCHEDULE (OCT##2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available

at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government###s examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed TBD at time of award percent (TBD at time of award%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the

electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, ###Price Reductions###; and 552.215-72, ###Price Adjustment -- Failure to Provide Accurate Information.### In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

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GSA Federal Acquisition Service

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #:	47QSWA18D009Y
Contractor:	L.N. CURTIS AND SONS
Address:	1800 PERALTA ST OAKLAND, CA 94607-1603
Phone:	602-228-3550
E-Mail:	dlindley@lncurtis.com
Web Address:	http://www.lncurtis.com
DUNS:	009224163
NAICS:	339999

Socio-Economic : Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
Ralph E. Hunter
Phone: 817-850-8149
E-Mail: ralph.hunter@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	47QSWA18D009Y		Sep 30, 2023	246 60 4	DISAST PURCH	GSA Advantage!
					260 03	COOP PURCH DISAST PURCH	GSA Advantage!
					426 1C	COOP PURCH DISAST PURCH	GSA Advantage!
					426 1D	COOP PURCH DISAST PURCH	GSA Advantage!
					426 4F	COOP PURCH DISAST PURCH	GSA Advantage!
					426 4S	COOP PURCH DISAST PURCH	GSA Advantage!
					465 11	COOP PURCH DISAST PURCH	GSA Advantage!
					465 17	COOP PURCH DISAST PURCH	GSA Advantage!
					465 19	COOP PURCH DISAST PURCH	GSA Advantage!
					465 22	COOP PURCH DISAST PURCH	GSA Advantage!
					567 15	COOP PURCH DISAST PURCH	GSA Advantage!
					567 99	COOP PURCH DISAST PURCH	GSA Advantage!
					633 1000	COOP PURCH DISAST PURCH	GSA Advantage!
					633 30	COOP PURCH DISAST PURCH	GSA Advantage!
					633 30A	COOP PURCH DISAST PURCH	GSA Advantage!
					633 32	COOP PURCH DISAST PURCH	GSA Advantage!
					633 33	COOP PURCH DISAST PURCH	GSA Advantage!
					633 35	COOP PURCH DISAST PURCH	GSA Advantage!
					633 38	COOP PURCH DISAST PURCH	GSA Advantage!
					633 43	COOP PURCH DISAST PURCH	GSA Advantage!
					633 6A	COOP PURCH DISAST PURCH	GSA Advantage!
					84 500	COOP PURCH DISAST PURCH	GSA Advantage!

9. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Lawrence, Visitor Center Manager

Co-Submitter: Trace Ward

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Approval of Lease of City-Owned Property: Amendment to extend the Flagstaff Railroad Passenger Station Facility Lease with National Railroad Passenger Corporation (Amtrak) for a term of five (5) years, with options for renewal.

STAFF RECOMMENDED ACTION:

Approve an Amendment extending the Facility Railroad Passenger Station Facility Lease for a term of five years, with options for renewal.

Executive Summary:

Approval of an Amendment to extend the Flagstaff Railroad Passenger Station Facility Lease with Amtrak for use of the building located at 1 East Route 66, Flagstaff, AZ, 86001.

The Lease is for the interior area on the east side of the building consisting of approximately 1,000 square feet. The space will be used for the purpose of operating a passenger rail service with associated offices.

Amtrak will have the right of renewal, for up to two additional five-year terms (total of 15 years).

Financial Impact:

The City will receive $14,456.60 in rent for the first full year commencing October 1, 2019, and rent shall be increased 2% annually. The City pays for all utilities, sanitation services, maintenance and repair of the premises.

The City staff is recommending that the rent be increased 2% annually. Most City leases provide that rent be increased 2% annually. Under the current Amtrak lease the rent has increased 3% annually.

Policy Impact:

None.

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

The City Council approved the original Lease, and it continues through September 30, 2019. The Lease will terminate unless this Amendment is approved.

Options and Alternatives:

1. Not approve the Amendment to extend the Lease and issue a competitive solicitation. This not recommended because as a practical matter the Flagstaff community benefits from having this centrally located railroad passenger station. Amtrak is considered to be a "sole source" provider for railroad passenger services.

2. Direct staff to try and negotiate a higher annual lease amount and/or a different lease terms with Amtrak.

Background/History:

The City of Flagstaff acquired the Railroad Passenger Station in 1993 from the Atchison, Topeka and Santa Fe Railway Company and assumed the lease to Amtrak to provide passenger rail service to Flagstaff. In 1994, a ten (10) year lease agreement was signed and was renewed in 2004, 2009, and for the final term under the agreement in 2014.

Community Benefits and Considerations:

Amtrak provides an important role in multi-modal transportation in Flagstaff by providing passenger rail service to the community. In Fiscal Year 2018 there were 44,000 riders departing and arriving at the Flagstaff Station, placing Flagstaff in the top 100 of stations on long distance lines in the US.

Attachments: Lease Amendment

Current Lease

Amendment #01

LEASE NAME: Flagstaff Railroad Passenger Station Facility Lease

AMENDMENT: _____, 2019

CONTRACT NUMBER: 2020-06

PROCUREMENT METHOD: Sole Source

The Flagstaff Railroad Passenger Station Facility Lease dated November 8, 2004 ("the Lease") entered into by and between the City of Flagstaff, an Arizona municipal corporation ("Lessor") and National Railroad Passenger Corporation, a corporation organized under the Federal Rail Passenger Service Act and operating as a District Columbus corporation ("Lessee") is hereby amended:.

Effective October 1, 2019, Sections 2, 3 and 6 of the Lease are hereby amended and restated as follows:

2. **Term and Renewals.**

   The renewed term of this Lease shall be five (5) years, commencing October 1, 2019 and ending on September 30, 2024, unless sooner terminated by Lessee upon sixty (60) days written notice to Lessor in the event that Lessee's rail passenger service in Flagstaff is relocated or otherwise ceases operation. Provided Lessee has not sooner terminated this Lease and is not in default upon expiration of the current term of the Lease, Lessee shall have the right to renew the term of this Lease for two (2) additional consecutive renewal terms of five (5) years each by notifying Lessor in writing at least sixty (60) days prior to expiration of the then current term of the Lease.

3. **Rent.**

   The rent commencing on October 1, 2019 shall be $14,456.60 for the year ending September 30, 2020 and is payable in advance. This rental rate includes utility service charges for electricity, natural gas, sewer, water, and sanitation services, and shall be increased by two percent (2%) annually to reflect cost increases incurred by Lessor.

6. **Hours of Operation; Visitor's Center.**

   Lessee shall have the right to keep the Leased Premises open at all such times as it desires or is necessary for the operation of a passenger rail service station. Lessee acknowledges and agrees that the portion of the Premises comprising the west side of the building is occupied by the Visitor's Center as shown on attached Exhibit "A". Lessee further acknowledges and agrees that the Visitor's Center is intended to be separate and apart from the Leased Premises and may have hours of operation that differ from the passenger rail

service station hours of operation. Currently, the Visitor's Center hours of operation are as follows: Monday through Saturday -- 8:00 a.m. to 5:00 p.m.; Sundays: 9:00 a.m. to 4:00 p.m. For security purposes, all public access to the Visitor's Center, including all access by Lessee, its subtenants, licensees, invitees arid/or its rail service passengers, shall be unavailable after closing hours. Both the separate exterior entrance to the Visitor's Center and the interior wall between the Visitor's Center and the Leased Premises shall remain locked until opening time next morning.

All other provisions, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

LESSOR

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

By: _____
Coral Evans, Mayor, Authorized Representative

Attest by:

_____
Stacy Saltzburg, City Clerk

Approved as to form by:

_____
City Attorney's Office

LESSEE

National Railroad Passenger Corporation
2955 Market Street, 5th Floor South
Attn: Sr. Dir. Real Estate
Philadelphia, PA 19104

By: _____
David Handera, Vice President, Stations, Facilities, Properties & Accessibility

S:\Legal\Civil Matters\2019\2019-148 Amtrak Lease Renewal\Amtrak lease amendment 9-18-19 City of Flagstaff.docx

VCBR 2004

AMTRAK

NATIONAL RAILROAD PASSENGER CORPORATION
530 WATER STREET, 5TH FLOOR
OAKLAND, CA. 94607

DATE: 04/24/06

TIME: 10:00 Am

TO: MR. Denny Bicklund

FAX NO. 928 779-7656

PHONE NO. 928 779-7623

FROM: RICHARD GUY
PROJECT DIRECTOR
REAL ESTATE DEVELOPMENT
PHONE: (510) 238-2615
FAX NO. (510) 433-5919

PAGES (INCLUDING COVER) 10 Cheeks & Letter dated 11/9/04

COMMENTS: Thanks for your Asst. Denny.
Please make sure the invoice is
Sent to the Above Address to my
Attention. Thanks

FLAGSTAFF RAILROAD PASSENGER STATION FACILITY LEASE

THIS FLAGSTAFF RAILROAD PASSENGER STATION FACILITY LEASE ("Lease") is entered into as of 8th day of November, 2004 by and between the City of Flagstaff, a municipal corporation of the State of Arizona, located at 211 W. Aspen Avenue, Flagstaff, Arizona, 86001, ("Lessor"), and the National Railroad Passenger Corporation, a corporation organized under the Federal Rail Passenger Service Act and operating as a District of Columbia corporation with offices 60 Massachusetts Avenue, N.E., Washington, D.C., 20002, ("Lessee").

Recitals

A. Lessor is the owner in fee simple of the land and improvements comprising the Flagstaff Railroad Passenger Station and the Flagstaff Visitor's Center ("Visitor's Center") located at 1 East Route 66 in Flagstaff, Arizona ("Premises"). A floorplan of the building on the Premises is graphically described on the attached Exhibit "A".

B. Lessee is in the business of providing national passenger rail service and desires to lease a portion of the Premises from Lessor for the sole purpose of providing such service in Flagstaff, Arizona.

C. Accordingly, the Parties are entering into this Lease subject to the terms and conditions set forth below.

Agreement

1. Leased Premises; Parking.

Lessor leases to Lessee and Lessee leases from Lessor an interior area on the east side of the building on the Premises consisting of approximately twelve hundred (1200) square feet, which area currently comprises the Flagstaff Railroad Passenger Station as depicted on the attached Exhibit "A" ("Leased Premises"). In addition, Lessee shall be allowed to use the exterior platform area on the railway side of the Premises, and shall be allocated three reserved parking spaces in the parking lot located on the east side of the Premises at no additional costs.

2. Term and Renewals.

The term of this Lease shall be five (5) years, commencing on October 1, 2004 ("Commencement Date"), and ending on September 30, 2009, unless sooner terminated by Lessee upon sixty (60) days written notice to Lessor in the event that Lessee's rail passenger service in Flagstaff is relocated or otherwise ceases operation. Provided Lessee has not sooner terminated this Lease and is not in default upon the natural expiration of the initial term of this Lease, Lessee may renew the term of this Lease for two (2) consecutive renewal terms of five (5) years each by notifying Lessor in writing at least sixty (60) days prior to expiration of the then current term of the Lease. Any renewal lease shall be on the same terms and conditions contained in this Lease except there shall be no renewal allowed after the second renewal term has expired.

3. **Rent.**

On or before the Commencement Date and the anniversary of that date thereafter, Lessee shall pay to Lessor rent at the rate of SEVEN DOLLARS & FORTY CENTS ($7.40) per square foot of the Leased Premises as shown on the attached Exhibit "A". This rental rate includes utility service charges for electricity, natural gas, sewer, water, and sanitation services, and shall be increased by three percent (3%) annually to reflect cost increases incurred by Lessor. TOTAL ANNUAL RENT for the first full year shall be EIGHT THOUSAND EIGHT HUNDRED EIGHTY DOLLARS ($8,880.00), as shown on the attached Exhibit "B".

4. **Use of Leased Premises.**

Lessee shall use the Leased Premises only for the purpose of operating a passenger rail service station, with associated offices and other facilities provided for such purpose and for operations incidental thereto, including, but not limited to, business operations, ticketing, waiting area, mail, package and express service and related mechanical and engineering facilities ("Use").

5. **Compliance with Laws.**

Lessee acknowledges and agrees that it shall allow no trade or occupation to be conducted on the Leased Premises which is unlawful, or contrary to any applicable law. Lessee shall comply with all present and future Federal, State and local laws, statutes, ordinances, rules and regulations, applicable to Lessee in connection with Lessee's Use of the Leased Premises. However, Lessee shall not be required to make any physical changes to the Leased Premises. Throughout the term of this Lease, and of any renewal thereof, Lessor, at its sole cost, shall be responsible for compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law No. 101-336) and with all applicable regulations thereunder as well as all future Federal, State and local laws, statutes, ordinances, rules and regulations regarding Lessor's ownership of the Premises and other obligations pursuant to this Lease.

6. **Hours of Operation; Visitor's Center.**

Lessee shall have the right to keep the Leased Premises open at all such times as it desires or is necessary for the operation of a passenger rail service station. Lessee acknowledges and agrees that the portion of the Premises comprising the west side of the building is occupied by the Visitor's Center as shown on attached Exhibit "A". Lessee further acknowledges and agrees that the Visitor's Center is intended to be separate and apart from the Leased Premises and may have hours of operation that differ from the passenger rail service station hours of operation. Currently, the Visitor's Center hours of operation are as follows: Regular Hours – 7:00 a.m. to 6:00 p.m. Summer Hours – 7:00 a.m. to 7:00 p.m. For security purposes, all public access to the Visitor's Center, including all access by Lessee, its subtenants, licensees, invitees and/or its rail service passengers, shall be unavailable after closing hours. Both the separate exterior entrance to the Visitor's Center and the interior wall between the Visitor's Center and the Leased Premises, shall remain locked until opening time next morning.

7. **Signs.**

Lessee and its subtenants and licensees shall, at their sole cost and expense, have the right to place signs on the Leased Premises after first obtaining approval of Lessor. Lessee, at its sole cost and expense and subject to Lessor's prior approval, shall be responsible for placing "reserved parking" signs at its three parking spaces located in the east side parking lot of the Premises. Lessee shall keep all signs on the Leased Premises and in its parking area in a good state of repair. Lessee agrees to indemnify, defend and hold harmless Lessor from any loss or damage resulting from Lessee's sole, gross negligence or willful misconduct in the erection, maintenance, existence, or removal of any signs placed by Lessee and its subtenants and licensees. Lessee shall not place or allow to be placed any sign on the Leased Premises, or in the parking area on the Premises, that is in violation of any applicable law, ordinance or rule of any government agency.

8. **Assignment; Subleasing; Licensing.**

Lessee shall have the right to assign this Lease, or to sublet or license the use of space within the Leased Premises, and to retain any revenue from such subleases and licenses, upon first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor shall have the right to place reasonable conditions on its consent to any such assignments, subleases or licenses. For purposes of this paragraph, allowable subleases and licenses shall include, but not be limited to, agreements for: car rental services; news stands; gift/souvenir shops; food services; coin-operated vending machines; and telephones. Lessee shall have the right to automatically assign this Lease if such assignment is due to statute, regulation, legislation or a judicial decree.

9. **Lessor's Access.**

Lessor, its officers, employees or agents, may, at all reasonable times, enter and have access to the entire Leased Premises for inspection purposes provided that Lessor gives at least twenty-four (24) hours prior notice and is accompanied by a designated employee of Lessee.

10. **Indemnification.**

Lessee is a self-insurer and shall indemnify, defend and hold Lessor harmless against any claims for injury or damage to persons or property arising on the Leased Premises, or in Lessee's allocated parking spaces on the Premises, by reason of the sole, gross negligence or willful misconduct of Lessee, its agents, and employees. Lessee shall cause all contracts with subtenants, licensees or contractors pertaining to the Use of the Leased Premises to indemnify, defend and hold Lessor and Lessee harmless against any claims for injury or damage to persons or property arising on the Leased Premises or in Lessee's allocated parking spaces on the Premises.

Lessor shall indemnify, defend and hold Lessee harmless against any claims for injury or damage to persons or property arising on the Premises, by reason of the sole, gross negligence or willful misconduct of Lessor, its agents, employees, invitees, licensees, or contractors.

11. **Utilities.**

Lessor shall be responsible for all electricity, gas, water, sanitation charges, and any other utility expenses of the Leased Premises except for communications. Lessee shall be responsible for all installation, maintenance, or other costs associated with communications service or equipment on the Leased Premises owned or operated by Lessee, its subtenants or licensees.

12. **Maintenance and Repair.**

Lessor shall be responsible for the general maintenance and repair of the Premises. Lessee agrees to allow Lessor access to the Leased Premises at any reasonable hour in order for Lessor to make necessary repairs. Except as indicated below, Lessor shall be responsible for the following maintenance and repair of the Premises: all structural repairs; periodic window washing of all exterior windows; daily maintenance of all common areas and walls; snow removal from, and maintenance of, all driveways, sidewalks, landscaping, parking lots and common areas; and maintenance and repair of the plumbing, heating, ventilating, air conditioning and electrical systems on the Premises. Lessor agrees to provide janitorial service to all common areas on the Premises. Lessee shall be responsible for cleaning and routine maintenance of areas of the Leased Premises used solely by Lessee, its subtenants or licensees, such as behind counter areas. Lessor and Lessee acknowledge and agree that, pursuant to applicable railroad safety regulations, Lessee shall be solely responsible for all maintenance, such as trash pick-up, snow removal and repairs, in the exterior platform area on the railway side of the Premises located within twenty-five (25) feet of the railroad tracks. If either Lessor or Lessee ("Parties") fails to perform any of its responsibilities under this Section 12 after being given reasonable notice and opportunity to cure by the other Party, the other Party may perform said work and bill the non-performing Party for all reasonable costs associated with said work.

13. **Notice.**

Any notice from Lessor to Lessee relating to this Lease shall be deemed duly served if mailed to Lessee by registered or certified mail, return receipt requested, postage prepaid, at 30th Street Station, 4th Floor South, Philadelphia, PA 19104 (Attention: Real Estate Department) or at such other address as Lessee may from time to time advise in writing. Any notice from Lessee to Lessor relating to this Lease shall be deemed duly served if mailed to Lessor by registered or certified mail, return receipt requested, postage prepaid, at 211 W. Aspen Avenue, Flagstaff, Arizona, 86001 (Attention: Real Estate Manager) or at such other address as Lessor may from time to time advise in writing.

14. **Quiet Enjoyment.**

Lessor agrees that it shall not interfere with Lessee's quiet and peaceful enjoyment of the Leased Premises, or with that of Lessee's subtenants, licensees, patrons or invitees.

LESSOR: City of Flagstaff

By: Joseph A. Donaldson

Title: Mayor

ATTEST:

Margie Brown

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE: National Railroad Passenger Corporation

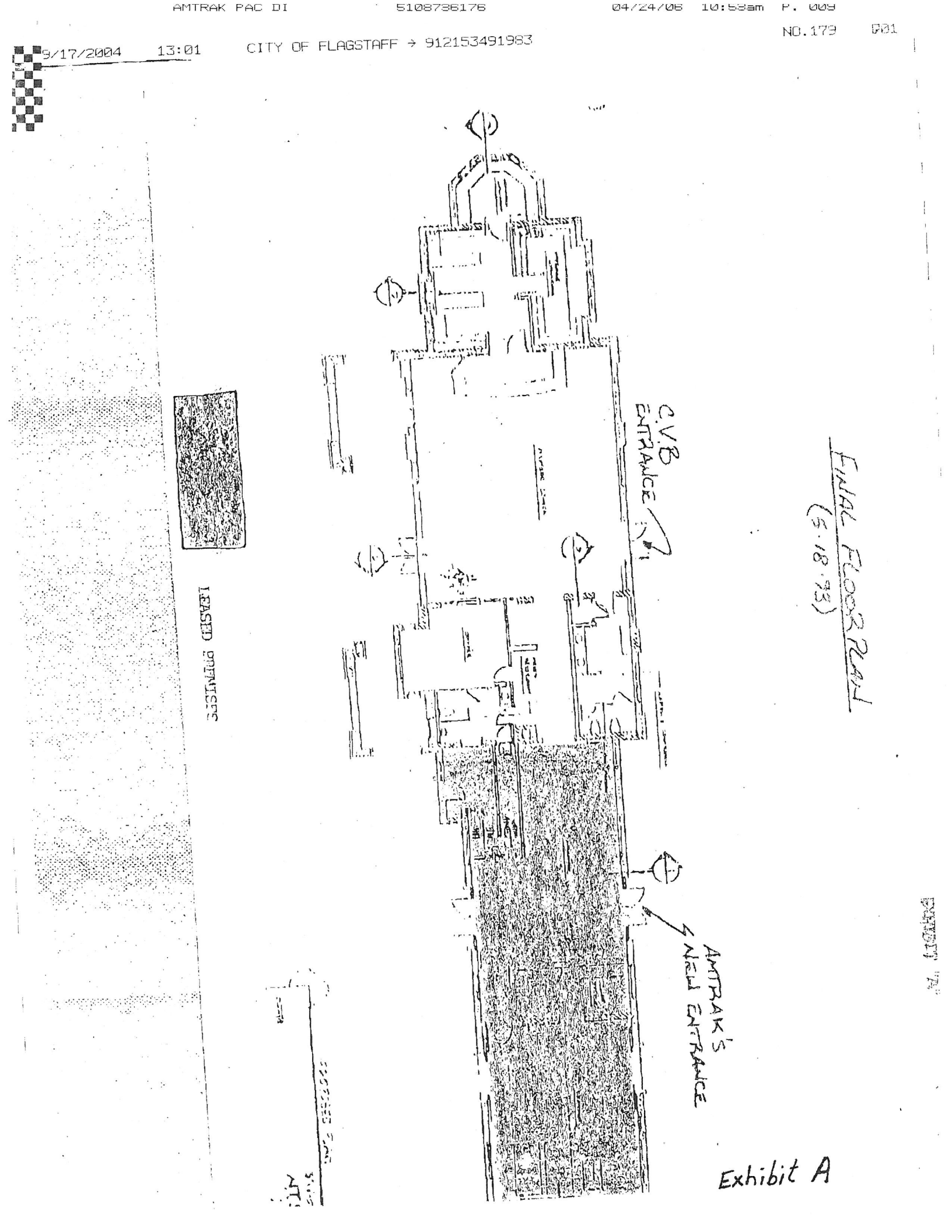
By: Sally J. Bellet

Sally J. Bellet, Esquire
Vice President
Real Estate Development

Title:

WITNESS:

Nancy G. Edwards



FINAL FLOOR PLAN (5.18.23)

Exhibit A

2029
L1

VCBR

Flagstaff Passenger Station

Exhibit "B"

		Annual rent	
2004	Year 1	$	8,880.00 ✓
2005	Year 2	$	9,146.40 ✓
2006	Year 3	$	9,420.79 ✓
2007	Year 4	$	9,703.42 ✓
2008	Year 5	$	9,994.52
2009	Year 6	$	10,294.35
2010	Year 7	$	10,603.18
2011	Year 8	$	10,921.28
2012	Year 9	$	11,248.92
2013	Year 10	$	11,586.39

Rent is for approximately 1200 square feet of building area and includes utilities, taxes, maintenance and allocated parking. A 3% annual escalation rate is applied to adjust for increases in operating and maintenance expenses.

14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Jack Fitchett

Date: 09/25/2019

Meeting Date: 10/01/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-45: A resolution approving an Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security and the City of Flagstaff to provide up to $150,000 in voluntary city funding to qualified developmental disability service providers within the city limits of Flagstaff, Arizona; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-45 by title only
2) City Clerk reads Resolution No. 2019-45 by title only (if approved above)
3) Adopt Resolution No. 2019-45

Executive Summary:

The purpose of this Agreement is to provide for increased state and local funding in FY2020 to developmental disability services (DDS) providers operating within City limits, to help pay for increased labor costs due to an increase in the minimum wage.

The Arizona Department of Economic Security (ADES) will distribute the funding. The funding will be distributed to Division of Developmental Disabilities (DDD) Qualified Vendors who provide services to ALTCS/DDD members in zip codes 86001, 86003, and 86004 within the City of Flagstaff limits.

The ADES will provide funding not to exceed $350,000 from DDD's Medicaid expenditure authority with the combined funds from DDD and the City will go to DDD Qualified Vendors in Flagstaff. The ADES will spend two dollars ($2) of the DDD's Medicaid expenditure authority monies for each dollar ($1) that the City provides as voluntary payments to DDD's Qualified Vendors. The City will provide up to $150,000 in funding, which has already been budgeted.

The ADES will determine which DDD Qualified Vendors are eligible to be funded as authorized by House Bill 2747, Section 108 on pages 78 - 79. (See Attached). The ADES will refund any of the City's unspent voluntary payment to the City by July 31, 2020. The ADES will provide quarterly funding distribution reports to the City. The reports will include DDD Qualified Vendors

name, date of payment, ADES amount and City amount. The agreement expires August 31, 2020 unless extended by mutual agreement, not to exceed five (5) years. The agreement may be terminated by mutual agreement at any time.

Financial Impact:

Funding for the initial term of the agreement is included in the adopted FY2020 budget in account 001-09-402-1310-1-4206 Non-department.

Policy Impact:

No policy impacts at this time.

Connection to Council Goal, Regional Plan:

Connection to Council Goals:
1. Economic Development
2. Personnel

Connection to the City of Flagstaff Strategic Plan:
1. Work in partnership to enhance a safe and livable community

Has There Been Previous Council Decision on This:

Council directed staff to help provide funding for developmental disability services providers, at public meetings held in February, March, April, May 2019. At a public meeting in June 2019 the Council approved the FY 2020 budget, which includes $150,000 in funding for DDS providers operating in City limits.

Options and Alternatives:

1. Approve the Agreement; or
2. Do not approve the Agreement and direct staff to propose use of $150,000 for other community needs.

Background/History:

In the November 2016 General Election City voters passed the Minimum Wage Act (Proposition 414, a local voter initiative) in the November 2016 election. The Minimum Wage Act increases the City of Flagstaff's minimum wage from $8.05 per hour in 2016 to $15.00 by 2021, or $2.00 above the State minimum wage, whichever is greater, through set increases on determined dates commencing on July 1, 2017.

In the same November 2016 General Election Arizona voters passed the Fair Wages and Healthy Families Act (the "FWHFA") (Proposition 206, a state voter initiative) raising the State minimum wage from $8.05 per hour to $12.00 per hour by 2020 through set increases on determined dates to begin January 1, 2017.

On March 21, 2017, the City Council adopted Ordinance No. 2017-08, amending the Minimum Wage Act by a super-majority vote of 6-1, to provide for gradual increase in the minimum wage to $15.00 an hour by 2021, as contemplated by voters. Without this amendment, there would

have been a drastic increase in the minimum wage from $8.05 to $12.00 an hour (almost a 50% increase) within six months, due to the compounding effect of the passage of the FWHFA.

As a result of the Minimum Wage Act (and the FHWFA), many Flagstaff employers had to start paying employees more money for their work. Currently the local minimum wage is $12.00 per hour, and the State minimum wage is $11.00 per hour.

On January 29, 2019 SB1225 titled; Appropriation; Developmental Disabilities Services Providers was introduced by Senator Sylvia Allen (LD6). The purpose of SB1225 was to provide emergency funding in the amount of $508,600 from the State general fund and $1,176,100 from developmental disabilities Medicaid authority to developmental disabilities services providers (DDSPs) that experienced the highest mandated labor cost increases for services provided in a geographic service area located in northern Arizona as designated by the Arizona health care cost containment system administration due to the passage of proposition 414 which established higher incremental minimum wage rate increases than the State. SB1225 passed its assigned committees and passed the Senate with a vote of 26-4 on February 14, 2019. SB1225 was then transmitted to the House. On April 4, 2019, a proposed amendment to SB1225 was introduced by Representative Regina Cobb (LD 5). SB1225 was introduced into the Appropriation Committee with the following proposed amended language:

1. Decreasing the $508,600 amount to $172,924;
2. Inserting the one-time emergency clause;
3. Inserting that the department may spend $1 of the monies appropriated by this subsection for each $2 that the city of Flagstaff provides;
4. Eliminating the “Arizona health care cost containment system administration” and replacing it with “the city of Flagstaff.”

The amendment to SB1225 passed the Appropriation Committee with a vote of 9-2. City staff provided City Council with the proposed amended language and began discussions on providing voluntary payments as noted in the amended language of SB1225. City staff at the direction of city council began reviewing options to provide city funding in support of the amended language of SB1225 through the city’s FY2020 budget process. City staff identified $50,000 for City Council consideration. City Council then modified the approval amount to total $150,000. The $150,000 was approved by City Council during the April 2019 Council retreat and approved in June 2019 as part of the final budget. The governor signed HB2747 which specified ADES will spend two dollars ($2) of the DDD's Medicaid expenditure authority monies for each dollar ($1) that the City provides as voluntary payments to DDD's Qualified Vendors.

Key Considerations:

The City and State funding appropriations to help DDS providers pay for increased labor costs are for this fiscal year only. The City, State, and local community will need to work together to find a long-term solution for ensuring that DDS providers can afford to provide services in Flagstaff, and to ensure that all Flagstaff workers are paid at least minimum wage. The City has limited funding to help provide social services, and there are many competing needs.

The DES is requiring the form of Agreement that is attached to this staff summary.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:
DDS providers provide important services to the Flagstaff community.

Community Involvement:
Local DDS providers Hozhoni Foundation and Quality Connection expressed concerns of keeping their services within the City limits due to the increase in labor costs associated with the Minimum Wage Act coupled with the FWHFA. City staff had numerous discussions with Hozhoni staff and social service provider associations regarding the SB1225, HB2747 and the voluntary amount the City will allocate towards reducing their labor costs.

Expanded Options and Alternatives:
None.

Attachments: Res. 2019-45
IGA
HB 2747 pg 78-79
DES_COF PPT

RESOLUTION NO. 2019-45

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY AND THE CITY OF FLAGSTAFF TO PROVIDE $150,000 IN VOLUNTARY CITY TO QUALIFIED DEVELOPMENTAL DISABILITY SERVICE PROVIDERS WITHIN THE CITY LIMITS OF FLAGSTAFF, AZ AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Flagstaff voters passed the Minimum Wage Act or Proposition 414, a voter initiative, in the November 2016 election increasing the City of Flagstaff's minimum wage from $8.05 per hour in 2016 to $15.00 by 2021 through established increases on determined dates to begin on July 1, 2017; and

WHEREAS, Arizona voters passed the Fair Wages and Healthy Families Act or Proposition 206, a voter Initiative in the November 2016 election raising the state minimum wage from $8.05 per hour to $12.00 per hour by 2020 through established increases on determined dates to begin on July 1, 2017; and

WHEREAS, On March 21, 2017, the city council passed an amendment to the Minimum Wage Act (Ordinance 2017-08) with a supermajority vote of 6-1 authorized by Article 4, Section 1(6)(C) and 1(14) of the Arizona constitution to combat the compounding effects of the Fair Wages and Healthy Families Act (Proposition 206) and the Minimum Wage Act passing concurrently, which would of required Flagstaff's minimum wage to increase to $12.00 per hour July 1, 2017, a drastic increase; and

WHEREAS, developmental disability service providers within the City of Flagstaff are experiencing increased labor costs due to the higher minimum wage rate established by the two propositions; and

WHEREAS, On January 29, 2019, SB1225 *Appropriation; Developmental Disabilities Services Providers,* was introduced by Senator Sylvia Allen (LD6) to provide emergency funding in the amount of $508,600 from the state general fund and $1,176,100 from developmental disabilities Medicaid authority to Developmental Disabilities Service Providers that experienced the highest mandated labor cost increases for services provided in a geographic service area located in northern Arizona; and

WHEREAS, On April 4, 2019, a proposed amendment to SB1225 was introduced by Representative Regina Cobb (LD5) and passed with a 9-2 due pass vote in the Appropriation Committee.

WHEREAS, the city council approved $150,000 during the FY20 budget process as a one-time voluntary payment to assist qualified Developmental Disabilities Service Providers within the city limits of Flagstaff that have experienced increased labor costs due to the higher minimum wage rate in Flagstaff, AZ; and

WHEREAS, the Arizona Department of Economic Security is duly authorized to execute and administer contracts under A.R.S. §41-1954 and the City attest that is has the authority to enter into this IGA by virtue of the authorities set forth in Arizona Revised Statutes §11-951, §11-952; and the parties further attest that the scope and purpose of this agreement does not exceed the powers inherent to each party by virtue of their organizational statutory authorities. Arizona Revised Statutes §11-954.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Arizona Department of Economic Security and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of October 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Direct Contract

Contract No.: CTR046165

Description: Flagstaff Voluntary Payment

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and City of Flagstaff (the "City or Contractor").

WHEREAS the Contractor is:

[ ] a Non-profit Organization as defined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200;

[ ] a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE, the Department and City agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective 9/1/2019 (or date of last signature) and shall terminate on 8/31/2020, unless extended in accordance with the Section six (6) Extension.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE
ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Signature of Authorized Individual

Yesenia *Sandoval*

Typed Name

Procurement Manager

Title

Date

FOR AND ON BEHALF OF THE CITY OF FLAGSTAFF:

Signature of Authorized Individual

Typed Name

Title

Date

Contractor Mailing Address

Contractor Mailing Address (cont.)

Contact Name and Title

Phone number and Email address

Direct Contract	
Contract No.:	CTR046165
Description:	Flagstaff Voluntary Payment

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Scope of Work

1. Arizona Department of Economic Security (ADES) Mission and Vision Statement

1.1 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

1.2 ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.

2. Purpose of Contract

2.1. Purpose Statement: The purpose of this agreement is for the City of Flagstaff to provide funding to the Arizona Department of Economic Security that will be matched through the Developmental Disabilities Medicaid expenditure authority, and then distributed to Division of Developmental Disabilities (DDD) Qualified Vendors that have experienced cost increases in the City of Flagstaff as a result of the Proposition 414 Minimum Wage Act.

2.2. Legal Authority: A.R.S. § 41-1954(A)(6) provides ADES, hereafter referred to as the Department, the authority to contract and incur obligations within the general scope of its activities and operations.

2. Definitions

3.1 *Division of Developmental Disabilities (DDD)* **-** A Division of the Department of Economic Security that provides supports and services that help enable eligible individuals with opportunities to exercise their rights and responsibilities of independent decision-making and engagement in the community.

3.2 *DDD Qualified Vendors –* For the purposes of this agreement, this term applies to DDD Qualified Vendors who also provide services to ALTCS/DDD members in zip codes 86001, 86003, and 86004 (City of Flagstaff limits).

3.3 *Proposition 414* – Minimum Wage Act that established a new City of Flagstaff minimum wage schedule effective July 1, 2017.

3. Service Description

The City will provide ADES voluntary payment for labor cost increases for DDD Qualified Vendors.

4. Background

On November 8, 2016 Proposition 414 the Minimum Wage Act (the "**Act**"), was a citizen initiative on Flagstaff ballot. It was approved by 53.99% of voters. The Act established a new City of Flagstaff minimum wage schedule effective July 1, 2017.

5. Contractor Requirements

The Contractor Shall:

5.1. Provide voluntary payment not to exceed $150,000 to ADES.

ADES will:

5.2. Provide funding not to exceed $350,000 from DDD's Medicaid expenditure authority, the combined funds from DDD and the City will go to DDD Qualified Vendors in Flagstaff.

5.3. Spend two dollars ($2) of the DDD's Medicaid expenditure authority monies for each dollar ($1) that the City provides as voluntary payments to DDD's Qualified Vendors.

5.4. Determine which DDD Qualified Vendors are eligible to be funded as authorized by House Bill 2747, Section 108 on pages 78 - 79.

5.5. Refund any of the City's unspent voluntary payment to the City by July 31, 2020.

6. EXTENSION

This agreement may be extended through a mutual written amendment of the parties, but in no event for a total period that exceeds five (5) years.

7. TERMINATION

7.1. This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

7.2. Each Party shall have the right to terminate this agreement by personal delivery or by certified mail, return receipt requested, to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination. Either party may terminate this Agreement upon thirty (30) working days written notice to the other party.

8. AMENDMENTS

8.1. This agreement may be amended only by mutual written amendment. No agent, employee, or other representative of either Party is empowered to alter any of the terms of this Agreement, unless amended in writing and signed by an authorized representative of the respective Parties.

8.2. Each party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

8.2.1. Change of telephone number;

8.2.2. Change in authorized signatory; and/or

8.2.3. Change in the name and/or address of the person to whom notices are to be sent.

9. MANNER OF FINANCING

9.1. Funds paid by the City to ADES shall not be derived from federal source or federal funds. Payments to ADES by the City shall be voluntary permissible non-federal funds.

9.2. Each party shall appropriate funding called for hereunder.

10. REPORTING REQUIREMENTS

ADES shall provide to the City the following reports:

10.1. Quarterly funding distribution reports within thirty (30) days of quarter end. Reports will include DDD Qualified Vendors name, date of payment, ADES amount and City amount.

11. PAYMENT REQUIREMENTS

City will provide voluntary payment to ADES within 30 days of execution of this IGA.

12. NOTICES, REPORTS, AND CORRESPONDENCE

12.1. All notices to the City regarding this agreement shall be sent to the following address:

City of Flagstaff
ATTN: Cliff Bryson
211 W. Aspen Avenue
Flagstaff, AZ 86001

Or via email
CBryson@flagstaffaz.gov

12.2. All notices to ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
ATTN:DDD Contracts - 2HC3
1789 W Jefferson St.
Phoenix, AZ 850007

13. APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws. The Contractor shall maintain all applicable licenses and permit requirements.

14. ARBITRATION

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S.§§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

15. AUDIT

15.1. In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of this Agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce an original copy of any or all such records.

15.2. All contracts and subcontracts for the furnishing of goods, equipment, labor, materials or services to the state, or any of its agencies, boards, commissions or departments, there shall be a provision that all books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. The contract provision shall also require that such records be produced at such state offices as designated by the state in the contract

16. CONFLICT OF INTEREST

16.1. In accordance with A.R.S. § 38-511, the State may within three years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

16.2. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

17. E-VERIFY

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

18.1. By entering into the agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

18.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the agreement for default, and suspension and/or debarment of the City. All costs necessary to verify compliance are the responsibility of the City.

19. INDEMNIFICATION:

19.1. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

19.2. In addition, should (City of Flagstaff) utilize a contractor(s) and subcontractor(s) the indemnification clause between (City of Flagstaff) and its contractor(s) and subcontractor(s) shall include the following:

19.3. To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless the (City of Flagstaff) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims

arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

20. IT 508 COMPLIANCE

Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and §§ 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

21. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

22. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

23. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

24. PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

25. RIGHT OF OFFSET

ADES shall be entitled to offset against any sums due the City, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Contractor's non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

26. THIRD- PARTY ANTITRUST VIOLATIONS

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

27. CONFIDENTIALITY

27.1. The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

27.2. The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

28. DATA SHARING AGREEMENT

When determined by ADES that sharing of confidential data will occur with the City, the Contractor shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

House Engrossed

State of Arizona
House of Representatives
Fifty-fourth Legislature
First Regular Session
2019

CHAPTER 263

HOUSE BILL 2747

AN ACT

AMENDING LAWS 2014, SECOND SPECIAL SESSION, CHAPTER 2, SECTION 9; AMENDING LAWS 2017, CHAPTER 305, SECTION 115, AS AMENDED BY LAWS 2018, CHAPTER 276, SECTION 2; AMENDING LAWS 2018, CHAPTER 276, SECTIONS 118 AND 141; APPROPRIATING MONIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

for child care subsidies to increase the number of children served and to increase maximum reimbursement levels.

B. In addition to any other appropriations made in fiscal year 2018-2019, the sum of $48,400,000 is appropriated from the federal child care and development fund block grant to the department of economic security for child care subsidies to increase the number of children served and to increase maximum reimbursement levels.

C. The appropriations made in subsections A and B of this section are exempt from the provisions of section 35-190, Arizona Revised Statutes, relating to lapsing of appropriations, through June 30, 2020.

Sec. 106. Department of economic security; food bank storage and distribution; supplemental appropriation; fiscal year 2018-2019; exemption

A. In addition to any other appropriations made in fiscal year 2018-2019, the sum of $950,000 is appropriated from the state general fund in fiscal year 2018-2019 to the department of economic security for food bank storage and distribution of food.

B. The appropriation made in subsection A of this section is exempt from the provisions of section 35-190, Arizona Revised Statutes, relating to lapsing of appropriations.

Sec. 107. Department of economic security; developmental disabilities program expenses; supplemental appropriations; fiscal year 2018-2019

In addition to any other appropriations made in fiscal year 2018-2019, the sum of $10,400,000 from the state general fund, $1,000,000 from the health services lottery monies fund established by section 36-108.01, Arizona Revised Statutes, and $24,071,300 from developmental disabilities medicaid expenditure authority are appropriated in fiscal year 2018-2019 to the department of economic security for division of developmental disabilities program expenses.

Sec. 108. Supplemental appropriation; department of economic security; developmental disabilities services providers; mandated labor costs; exemption

A. In addition to any other appropriations made in fiscal year 2018-2019, the sum of $500,000 from expenditure authority is appropriated in fiscal year 2018-2019 to the department of economic security for assistance to developmental disabilities services providers. The total includes the following changes by fund:

1. $150,000 from voluntary payments made by political subdivisions.

2. $350,000 from developmental disabilities medicaid expenditure authority.

B. The department may spend $2 of the developmental disabilities medicaid expenditure authority monies appropriated in subsection A of this section for each $1 that the city of Flagstaff provides as voluntary payments for this purpose. The department shall distribute the monies to

for child care subsidies to increase the number of children served and to increase maximum reimbursement levels.

B. In addition to any other appropriations made in fiscal year 2018-2019, the sum of $48,400,000 is appropriated from the federal child care and development fund block grant to the department of economic security for child care subsidies to increase the number of children served and to increase maximum reimbursement levels.

C. The appropriations made in subsections A and B of this section are exempt from the provisions of section 35-190, Arizona Revised Statutes, relating to lapsing of appropriations, through June 30, 2020.

Sec. 106. Department of economic security; food bank storage and distribution; supplemental appropriation; fiscal year 2018-2019; exemption

A. In addition to any other appropriations made in fiscal year 2018-2019, the sum of $950,000 is appropriated from the state general fund in fiscal year 2018-2019 to the department of economic security for food bank storage and distribution of food.

B. The appropriation made in subsection A of this section is exempt from the provisions of section 35-190, Arizona Revised Statutes, relating to lapsing of appropriations.

Sec. 107. Department of economic security; developmental disabilities program expenses; supplemental appropriations; fiscal year 2018-2019

In addition to any other appropriations made in fiscal year 2018-2019, the sum of $10,400,000 from the state general fund, $1,000,000 from the health services lottery monies fund established by section 36-108.01, Arizona Revised Statutes, and $24,071,300 from developmental disabilities medicaid expenditure authority are appropriated in fiscal year 2018-2019 to the department of economic security for division of developmental disabilities program expenses.

Sec. 108. Supplemental appropriation; department of economic security; developmental disabilities services providers; mandated labor costs; exemption

A. In addition to any other appropriations made in fiscal year 2018-2019, the sum of $500,000 from expenditure authority is appropriated in fiscal year 2018-2019 to the department of economic security for assistance to developmental disabilities services providers. The total includes the following changes by fund:

1. $150,000 from voluntary payments made by political subdivisions.

2. $350,000 from developmental disabilities medicaid expenditure authority.

B. The department may spend $2 of the developmental disabilities medicaid expenditure authority monies appropriated in subsection A of this section for each $1 that the city of Flagstaff provides as voluntary payments for this purpose. The department shall distribute the monies to

IGA CTR046165
Developmental Disabilities Service Providers

CLIFF BRYSON

TEAM FLAGSTAFF
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10/01/19 Presentation Outline

1. History
2. IGA Language
3. Resolution

DES/COF IGA

History

- 11/06/16
  - Passage of the Minimum Wage Act or Proposition 414 voter initiative, rasining the City of Flagstaff's minimum wage from $8.05 per hour in 2016 to $15.00 by 2021.
  - Arizona voters passed the Fair Wages and Healthy Families Act or Proposition 206 voter initiative, raising the state minimum wage from $8.05 per hour to $12.00 per hour by 2020.

DES/COF IGA

History Cont.

- **03/21/17**
  - City council passed an amendment to the Minimum Age Act (Ordinance 2017-08) establishing a new timeline for the minimum wage increases.
  - Designed to combat the compounding effects of the Minimum Wage Act and the Fair Wages & Healthy Families Act passing concurrently, which would have required Flagstaff's minimum wage to increase to $12.00 per hour July 1, 2017, a drastic increase.

DES/COF IGA

History Cont.

- **07/01/17**
  - Flagstaff's Minimum Wage Act took effect raising the Flagstaff's minimum wage to $10.50 per hour instead of $12.00 per hour.
  - As of 01/01/19, the city's minimum wage is $12.00.
- **01/29/19**
  - SB1225 titled; *Appropriation; Developmental Disabilities Services Providers*, was introduced by Senator Sylvia Allen.

DES/COF IGA

History Cont.

- **SB1225:**

Emergency funding in the amount of $508,600 from the state general fund and $1,176,100 from developmental disabilities Medicaid authority to developmental disabilities services providers (DDSPs) that experienced the highest mandated labor cost increases for services provided in a geographic service area located in northern Arizona……

- ***Passed Assigned Committees***

DES/COF IGA

History Cont.

❖SB1225 Amended on 04/04/19:

- Decreasing the $508,600 amount to $172,924;
- Inserting the one-time emergency clause;
- Inserting that the department may spend $1 of the monies appropriated by this subsection for each $2 that the city of Flagstaff provides;
- Eliminating the “Arizona health care cost containment system administration” and replacing it with “the city of Flagstaff.” *(Amendment passed)*

DES/COF IGA

History Cont.

- City staff discussions on providing voluntary payment based on the amended language with council.
- Review of options to provide funding by staff as directed by council though FY20 budget process.
- $50k first identified
- Final amount of $150K approved by council.

DES/COF IGA

IGA Language

- 1x amount not to exceed $150k for FY20.
- Arizona Department of Economic amount not to exceed $350k from Division of Development Disabilities' (DDD) Medicaid expenditure authority.
- Dispersed to DDD qualified vendors who also provide services to ALTCS/DDD members in zip codes 86001, 86003, and 86004 (City of Flagstaff).
- DES to determine which DDD Qualified Vendors are eligible to be funded as authorized by House Bill 2747, Section 108 on pages 78 – 79.

DES/COF IGA

IGA Language Cont.

- DES to refund any of the City's unspent voluntary payment to the City by July 31, 2020.
- DES to provide quarterly funding distribution reports within thirty (30) days of quarter end.
  - *Reports include DDD Qualified Vendors name, date of payment, ADES amount and City amount.*
- *Contract expires 08/31/20*

DES/COF IGA

Resolution

See Attached Resolution

Questions

TEAM FLAGSTAFF

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15. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Martin Ince, Multi-Modal Planner
Co-Submitter:	Nicole Antonopoulos
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE:

Electric bicycles on FUTS trails - follow-up discussion

STAFF RECOMMENDED ACTION:

Following discussions at their respective meetings, the Transportation Commission, PAC, and BAC conducted straw polls regarding the question regarding the allowance of Class 1 and 2 e-bikes on our trails with the following results:

Transportation Commission
Allow e-bikes on the Nate Avery Trail: 2-3 (fails)
Allow e-bikes on the Arizona Trail: 4-1 (passes)
Allow e-bikes on other FUTS: 4-1 (passes)
Pedestrian Advisory Committee
Allow e-bikes on the Nate Avery Trail: 3-0-1 (passes)
Allow e-bikes on the Arizona Trail: 3-0-1 (passes)
Allow e-bikes on other FUTS: 3-0-1 (passes)
Bicycle Advisory Committee
Allow e-bikes on the Nate Avery Trail: 4-3 (passes)
Allow e-bikes on the Arizona Trail: 4-3 (passes)
Allow e-bikes on other FUTS: 6-1 (passes)

The panels provided a variety of reasons for their votes:•Class 1 and 2 electric bicycles should be treated the same as pedal bicycles.

- •Provides consistency for messaging and enforcement and avoids confusion
- •Electric bicycles can help promote bicycle use and reduce automobile use
- •Electric bicycles provide a more accessible transportation option for people with mobility limitations
- •The City should endeavor to better accommodate e-bikes and other devices in the planning and design of multi-modal facilities

Staff maintains its recommendation as stated to the City Council previously to allow Class 1 and 2 electric bicycles on all FUTS trails, including the Nate Avery Trail and the Arizona Trail.

Executive Summary:

On June 18, the City Council approved a series of revisions to Flagstaff City Code to address electric bicycles and electric scooters. Among other changes, the Code revisions allow Class 1 and Class 2 electric bicycles on FUTS and sidewalks with two exceptions: the Nate Avery Trail and the Arizona Trail.

In conjunction with approval of the Code revisions, Council directed staff to facilitate further discussion with relevant City commissions and committees – principally the Pedestrian Advisory Committee, Bicycle Advisory Committee, and Transportation Commission – regarding two issues:

First, to review the list of excepted FUTS trails and consider deletions or additions

Second, to consider opportunities for education and signing to promote trail etiquette and reduce potential user conflicts on FUTS trails.

Discussions were conducted with a variety of commissions and committees during July, August, and September. This report summarizes the results of those meetings.

Financial Impact:

Prohibiting electric bikes from designated trails and implementing steps to promote trail etiquette will create several potential financial impacts:

Signs and pavement markings must be installed. The FUTS capital program has budgeted funds for the second phase of FUTS signing, which is intended for signing on new FUTS trails and to complete signing for the trail steward program. A portion of this funding could be used for new etiquette and prohibition signs.

There will be some ancillary costs for printing informational materials and for promoting posts on social media.

Staff time and resources are needed to manage information, education, and outreach efforts.

Enforcement will be the responsibility of the Police Department and subject to their available resources.

Policy Impact:

Addressing electric bicycles on FUTS trails helps promote sustainable transportation options.

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

TRANSPORTATION & PUBLIC INFRASTRUCTURE: Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Previous Council Decision on This:

June 18, 2019: Approval of resolution and second reading of the ordinance
June 4, 2019: First reading of the ordinance
May 28, 2019: Council work session
April 30, 2019: Council work session

Options and Alternatives:

Allow Class 1 and 2 electric bicycles on all FUTS trails
Prohibit Class 1 and 2 electric bicycles on the Nate Avery Trail and/or the Arizona Trail

Background/History:

On June 18, 2019, the City Council approved revisions to City Code to address electric bicycles and electric scooters.

The revisions allow Class 1 and Class 2 electric bicycles on FUTS trails and sidewalks with two exceptions: the Nate Avery Trail and the Arizona Trail. The revisions also prohibit Class 3 electric bicycles on FUTS trails and sidewalks.

In conjunction with the revisions, City Council directed staff to return to relevant City commissions and committees for further discussion around two issues:

First, the Council asked for a review of prohibited FUTS trails, to consider if the Nate Avery Trail and Arizona Trail should be open or closed to Class 1 and 2 electric bicycles, and to consider if other trails should be included on the list of prohibited trails.

Second, the Council asked the commissions and committees to consider opportunities for signing and education to promote trail etiquette and courtesy

During July, August, and September, a discussion was conducted at the Transportation Commission, Pedestrian Advisory Committee, Bicycle Advisory Committee, Commission on Inclusion and Adaptive Living, Sustainability Commission, Open Spaces Commission, and FMPO/NAIPTA Coordinated Mobility Council.

Key Considerations:

Following discussion at their respective meetings, the Transportation Commission, PAC, and BAC conducted straw polls regarding the first question with the following results:

Transportation Commission

Allow e-bikes on the Nate Avery Trail: 2-3 (fails)
Allow e-bikes on the Arizona Trail: 4-1
Allow e-bikes on other FUTS: 4-1

Pedestrian Advisory Committee

Allow e-bikes on the Nate Avery Trail: 3-0-1
Allow e-bikes on the Arizona Trail: 3-0-1
Allow e-bikes on other FUTS: 3-0-1

Bicycle Advisory Committee

Allow e-bikes on the Nate Avery Trail: 4-3
Allow e-bikes on the Arizona Trail: 4-3
Allow e-bikes on other FUTS: 6-1

The panels provided a variety of reasons for their votes:

- Class 1 and 2 electric bicycles should be treated the same as pedal bicycles
- Provides consistency for messaging and enforcement and avoids confusion
- Electric bicycles can help promote bicycle use and reduce automobile use
- Electric bicycles provide a more accessible transportation option for people with mobility limitations
- The City should endeavor to better accommodate e-bikes and other devices in the planning and design of multi-modal facilities

Discussion around the questions was also conducted at the other commissions' meetings; however straw polls were generally not conducted.

The commissions also discussed information and education for trail etiquette. A summary of the discussion and recommendations is included in the attached presentation and will be provided at the meeting.

Community Benefits and Considerations:

These actions will help clarify where electric bicycles are allowed or prohibited, and which classes are allowed or prohibited. In general, this discussion will promote bicycling as a sustainable transportation option.

Community Involvement:

Over the past year, the question of electric bicycles has been discussed extensively at a number of City commissions and committees:

Transportation Commission

August 7, 2019
May 1, 2019
April 3, 2019
February 6, 2019
December 5, 2018

Pedestrian Advisory Committee

September 12, 2019
August 8, 2019
May 9, 2019
March 14, 2019
February 14, 2019
December 13, 2018

Bicycle Advisory Committee

September 5, 2019
August 1, 2019
July 11, 2019
June 6, 2019
May 2, 2019
April 4, 2019
March 7, 2019
February 7, 2019
December 6, 2019

Commission on Inclusion and Adaptive Living

August 27, 2019
June 25, 2019
May 28, 2019

Open Spaces Commission

September 23, 2019
July 15, 2019
June 3, 2019

Sustainability Commission

August 22, 2019
July 25, 2019
March 26, 2019

FMPO/NAIPTA Coordinated Mobility Council

August 16, 2019
May 10, 2019

Attachments: Power point presentation

City Code Revisions

Electric bikes on FUTS trails

Follow-up discussion

October 1, 2019

Electric bicycles - context

- Improved technology has made electric bicycles more popular and available
- More jurisdictions are addressing:
  - States - ARS
  - Federal land managers (NPS, BLM, USFS)
- Concerns include speed and potential user conflicts
- Makes bicycling viable for more of the population
- Potential to get more people on bicycles, reduce vehicles on the road, and further our climate goals

Previous action

Council approved revisions to City Code for e-bikes on June 18, 2019

- Resolution 2019-28
- Ordinance 2019-19

Classes of e-bikes

- **Class 1**: pedal-assist, up to 20 mph
- **Class 2**: throttle, up to 20 mph
- **Class 3**: pedal-assist, up to 28 mph

Revisions to City Code

Class 1 and 2 e-bikes

- Allowed on FUTS trails and sidewalks, with two exceptions:*
  - Nate Avery Trail
  - Arizona Trail

Class 3 e-bikes

- Prohibited on FUTS trails and sidewalks

*Prohibited trails must be posted

Council direction

Continue discussion with City commissions and committees:

Question 1

Review the list of prohibited trails and consider additions or deletions:

- Should the Nate Avery Trail and Arizona Trail be open or closed to Class 1 and 2 e-bikes
- Are there other FUTS trails that should be closed to e-bikes

Question 2

Consider opportunities for signing and education to promote trail etiquette and courtesy

Council direction

Continue discussion with City commissions and committees:

- Pedestrian Advisory Committee
- Bicycle Advisory Committee
- Transportation Commission
- Other stakeholder commissions:
  - Open Spaces
  - Sustainability
  - Inclusion and Adaptive Living

1
FUTS trails open/closed to e-bikes

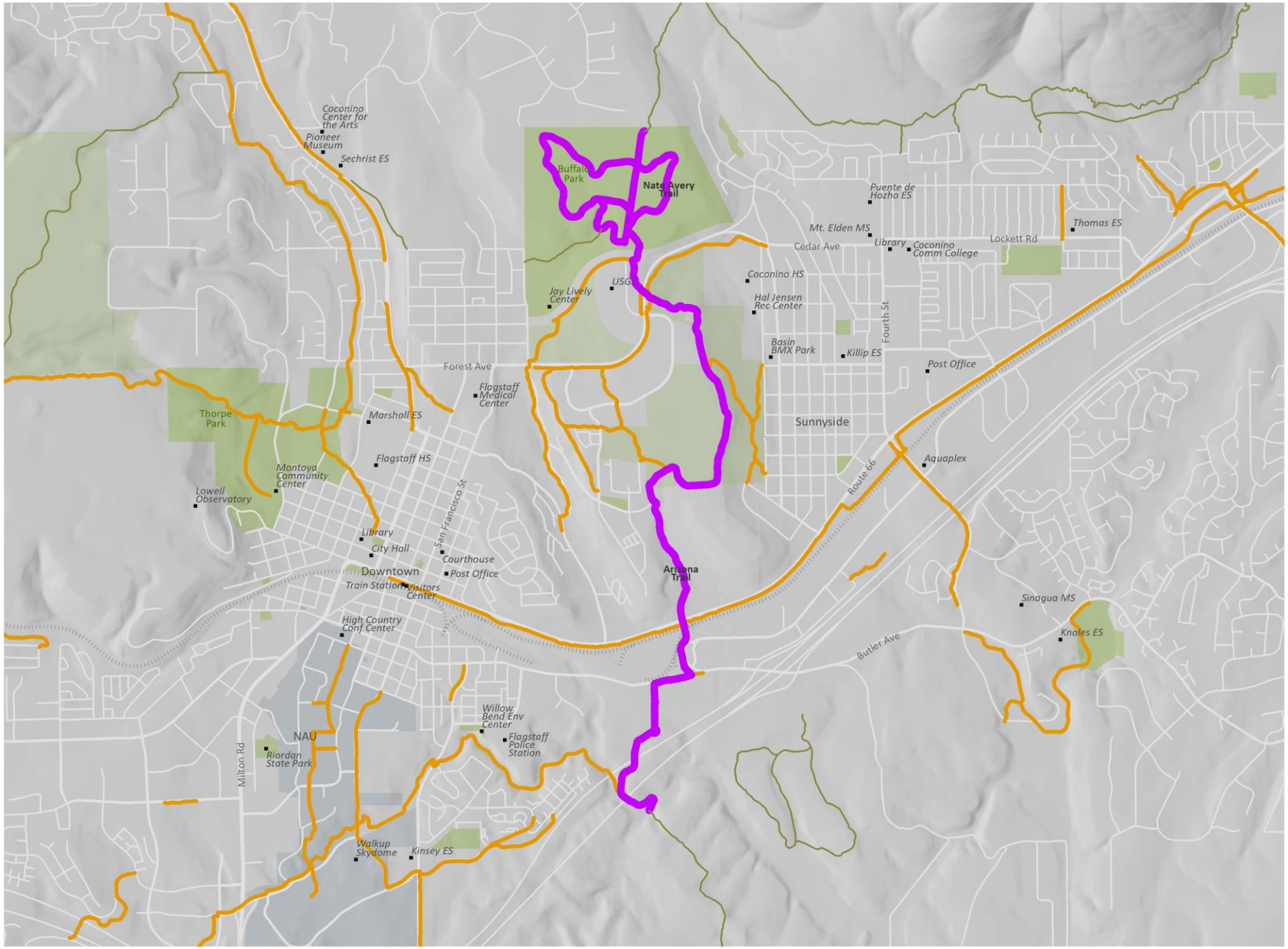
Trails under consideration

Nate Avery Trail

- 2-mile loop around Buffalo Park

Arizona Trail

- 4-mile segment through Flagstaff
- FUTS trail designated as Arizona Trail
- AZT continues north and south (not FUTS)



Flagstaff Urban Trails System

FUTS under consideration

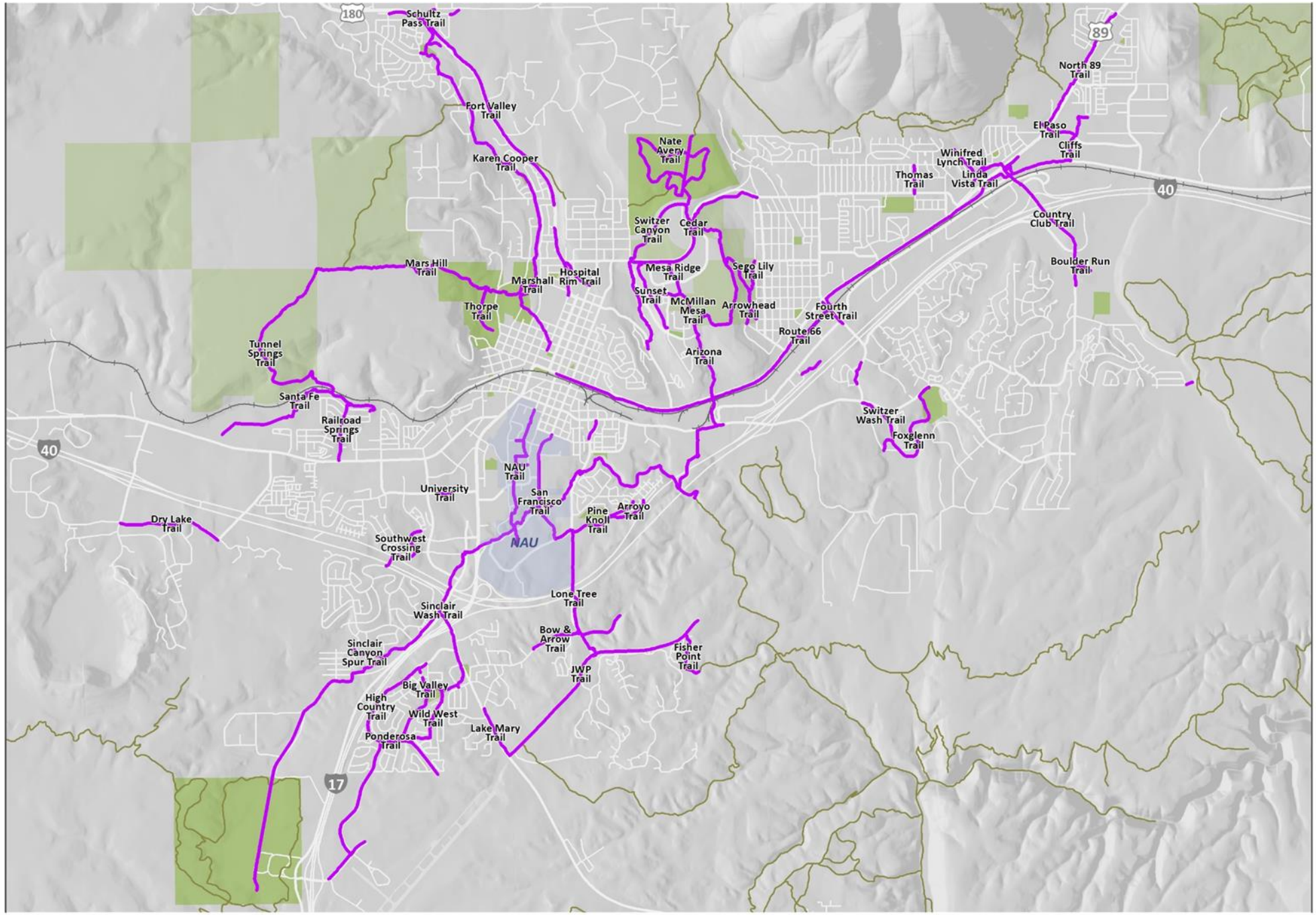
FUTS under consideration

Existing FUTS

0.5

Miles

City of Flagstaff
Aug 2019



Flagstaff Urban Trails System

Vicinity Map

FUTS System

Existing FUTS

Singletrack trails

1 Miles

City of Flagstaff
August 2019

Commission/committee review

Pedestrian Advisory Committee

- September 12, 2019
- August 8, 2019

Bicycle Advisory Committee

- September 5, 2019
- August 1, 2019
- July 11, 2019

Transportation Commission

- August 7, 2019

Results

	Pedestrian Advisory Committee	Bicycle Advisory Committee	Transportation Commission
Allow e-bikes on Nate Avery Trail	Yes	Yes	No
Allow e-bikes on Arizona Trail	Yes	Yes	Yes
Allow e-bikes on other FUTS	Yes	Yes	Yes

Discussion

- Class 1 and 2 e-bikes should be treated the same as pedal bicycles
- Provides consistency for messaging and enforcement; avoids confusion
- Helps promote bicycle use; reduces automobile use
- More accessible transportation option for people with mobility limitations
- Can we better accommodate e-bikes and other devices in planning and design of multi-modal facilities

Other commissions

Commission on Inclusion and Adaptive Living

- August 27, 2019

Open Spaces Commission

- July 15, 2019
- September 23, 2019

Sustainability Commission

- July 25, 2019
- August 22, 2019

Coordinated Mobility Council

- August 16, 2019

Discussion – two exceptions

- **Nate Avery Trail** is more recreational/less commuting
- Popular trail, but not significant bicycle use
- Concern about e-bike speeds and impact on character

- **Arizona Trail** is important for commuting
- In particular the segment at Route 66/Butler/Sams Club and the underpass
- Few options for bikes in this part of city
- Steep hill from Route 66 to top of mesa

Discussion - general

- E-bikes can help reduce the number of cars on the road
- Concerns about enforcement, given practical difficulties and resources required
- Can open opportunities for people with mobility challenges
- How does City address other emerging motorized devices
- Concerns about faster speeds of e-bikes
- Concerns about impact on “trail character”
- Concern that bicyclist behavior is inaccurately generalized

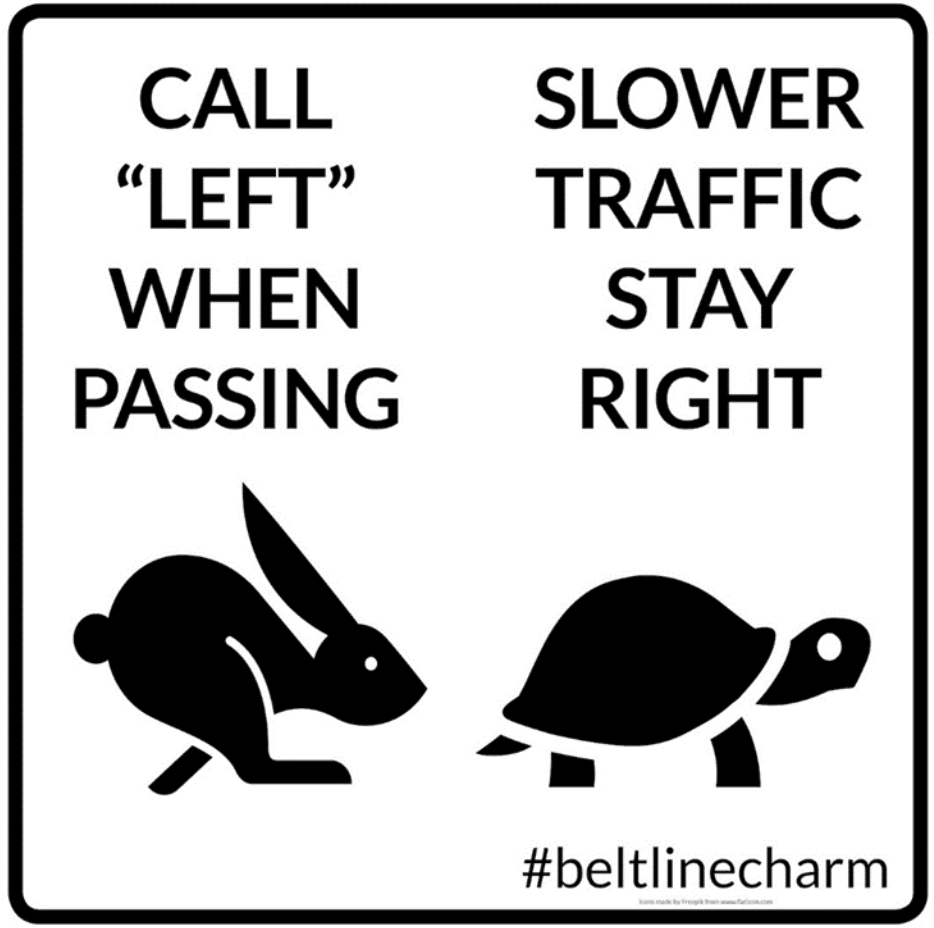
2
Trail etiquette

Etiquette - approach

- Stay positive
- Keep message simple
- Significant effort not required

Etiquette – key messages

- All users keep right
- Slow down, leave space, give an audible warning when passing
- Slow down in congested areas, yield to pedestrians
- Keep dogs on a leash/clean up after pets
- Where are e-bikes allowed/ prohibited and what classes



Etiquette – recommended steps

- Opportunities for new signs
- Condensed trail courtesy information
- Signing, bag dispensers, trash cans for dogs
- Social media campaign
- Bike share apps
- E-bike information card

Questions?

Thank you

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Whelan to place on a future agenda a discussion about a policy to allow all employees to live outside city limits except by those who are specified by City Charter

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. Councilmember Whelan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

17. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	09/25/2019
Meeting Date:	10/01/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Odegaard to place on a future agenda a discussion about the Land Trust Model

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. Councilmember Odegaard has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: