FINAL AGENDA
A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 17, 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 Budget Retreat of January 16, 2019; Special Work Session of January 22, 2019; and Work Session of December 10, 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. **Recognition:** Heart of Gold Award Recipients

B. **Recognition:** Water Services Director Brad Hill

7. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Ariel Chanko, "Grand Canyon Beverage Distributor," 4600 E. Nestle Purina Avenue, Series 04 (wholesaler), New License.

STAFF RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

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 Contract:** Airport Security Upgrades at the Flagstaff Airport.

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchase Contract for the purchase and installation of security equipment at the Flagstaff Airport from Enterprise Security, Inc. (2020-53), under Maricopa County Contract (190240) in an amount not to exceed $95,000.
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval:** 2020 Intergovernmental Priorities.

STAFF RECOMMENDED ACTION:

Staff recommends approving the revised 2020 intergovernmental priorities.

C. **Consideration and Approval of Contract:** Approve the purchase of an 800 HPR High-Pressure Sewer Cleaner and a JAJ-600WH Workhorse Easement Machine through a cooperative purchase contract between Sourcewell and Sewer Equipment of America and its Arizona Distributor Arizona Wastewater Industries in the amount of $373,092 plus fees.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of an 800 HPR High Pressure Sewer Cleaner and a JAJ-600WH Workhorse Easement Machine through a cooperative purchase contract with Sewer Equipment of America through their Arizona Distributor Arizona Wastewater Industries through the Sourcewell cooperative purchase Contract No. 122017-SCA for $373,092 plus any additional fees; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Cooperative Purchase Contract:** Capital Pump & Equipment LLC for the purchase of two 4” pumps for the Water Reclamation facilities and other Water Services sections through a cooperative purchase contract.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Capital Pump & Equipment LLC for the purchase of two 4” pumps in the amount of $67,207.20; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:**Consideration of a Contract for Compensation Study Services.

STAFF RECOMMENDED ACTION:

1. Approve a Contract for Professional Services between the City of Flagstaff and Evergreen Solutions, LLC, in an amount not to exceed $78,000; and
2. Authorize the City Manager to execute the necessary documents.

9. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** Category 5 Master Cost Recovery Agreement between USDA, Forest Service, Coconino National Forest and the City of Flagstaff.

STAFF RECOMMENDED ACTION:

Approve the Master Cost Recovery Agreement Between U.S. Department of Agriculture (USDA), Forest Service, Coconino National Forest, and City of Flagstaff.

B. **Consideration and Adoption of Resolution No. 2019-57:** A resolution of the Flagstaff City Council approving an Intergovernmental Agreement between Coconino Community College (CCC) and the City of Flagstaff East Library for the lease of the East Library.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-57 by title only
2) City Clerk reads Resolution No. 2019-57 by title only (if approved above)
3) Adopt Resolution No. 2019-57

C. **Consideration and Adoption of Resolution No. 2019-61:** A resolution of the Flagstaff City Council authorizing the settlement of the claims alleged by Theatrikos, Inc. in its Notice of Claim dated August 23, 2019

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-61 by title only
2) City Clerk reads Resolution No. 2019-61 by title only (if approved above)
3) Adopt Resolution No. 2019-61

D. **Consideration and Adoption of Ordinance No. 2019-38:** An ordinance of the City Council of the City of Flagstaff, authorizing the transfer of a parcel of real property and a temporary construction easement to the State of Arizona, Department of Transportation ("ADOT"), for the Route 66 Bridge Replacement Project, in exchange for substantially equal value; providing for delegation of authority, severability, repeal of conflicting ordinances, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the December 17, 2019 Council Meeting:

1) Read Ordinance No. 2019-38 by title only for the first time
2) City Clerk reads Ordinance No. 2019-38 by title only (if approved above)
3) Read Ordinance No. 2019-38 by title only for the final time (requires unanimous vote)
4) City Clerk reads Ordinance No. 2019-38 by title only (if approved above)
5) Adopt Ordinance No. 2019-38

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 ODEGAARD
COUNCILMEMBER ASLAN	COUNCILMEMBER SALAS
COUNCILMEMBER MCCARTHY	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 Ordinance No. 2019-39: An ordinance amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date. *(An ordinance potentially changing City Council salaries.)*

STAFF RECOMMENDED ACTION:

At the December 17, 2019 Council Meeting:
1) Read Ordinance No. 2019-39 by title only for the first time
2) City Clerk reads Ordinance No. 2019-39 by title only (if approved above)

At the January 7, 2020 Council Meeting:
3) Read Ordinance No. 2019-39 by title only for the final time
4) City Clerk reads Ordinance No. 2019-39 by title only (if approved above)
5) Adopt Ordinance No. 2019-39

B. Consideration and Adoption of Resolution No. 2019-62: A resolution adopting the City Council 2020 Commemorative Flag Designations

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-62 by title only
2) City Clerk reads Resolution No. 2019-62 by title only (if approved above)
3) Adopt Resolution No. 2019-62

15. DISCUSSION ITEMS

A. Discussion: Pending Minimum Wage Impact Study

B. Discussion: Coconino County Flood Control District Potential Project Funding Options.

C. Discussion: Priority Based Budgeting Program Inventory and Costing Update.

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 Odegaard to have a discussion about placing a meaningful designation that Flagstaff is a Purple Heart City from a Proclamation in 2016. A plaque at City Hall and where appropriate of said designation. Signage at the entrance of the City limits and for City public parking spaces where appropriate for "Combat Wounded Veterans"

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to have a discussion about reaffirming that the City of Flagstaff is a "Golden Rule City" by the current City Council by pledging Resolution #2008-68 or updating the Resolution to the Council wishes.

18. CITY MANAGER REPORT

A. **City Manager Report**

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

20. 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:	12/13/2019
Meeting Date:	12/17/2019

TITLE

Consideration and Approval of Minutes: City Council Budget Retreat of January 16, 2019; Special Work Session of January 22, 2019; and Work Session of December 10, 2019.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Budget Retreat of January 16, 2019; Special Work Session of January 22, 2019; and Work Session of December 10, 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: 01.16.2019.CCBR
01.22.2019.CCSWS
12.10.2019.CCWS

CITY COUNCIL BUDGET RETREAT
WEDNESDAY, JANUARY 16, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
8:15 A.M.

1. CALL TO ORDER

Mayor Evans called the Budget Retreat of the Flagstaff City Council held January 16, 2019, to order at 8:15 a.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 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.

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY (arrived at 8:19 a.m.)	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Vice Mayor Shimoni 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.

4. City Council Fiscal Year 2020 Budget Retreat-Council Goals and Objectives

Ms. Goodrich opened the retreat stating that the meeting will continue discussions from the prior meeting on January 9, 2019. Ms. Goodrich introduced Water Services Director Brad Hill who provided a PowerPoint presentation that covered the following:

WATER SERVICES
SECTIONS
ADMINISTRATION
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

WATER PRODUCTION
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

WATER DISTRIBUTION
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

WATER RESOURCE MANAGEMENT
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

ENGINEERING
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

REGULATORY COMPLIANCE
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

WASTEWATER TREATMENT
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

WASTEWATER COLLECTION
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

RECLAIMED WATER
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

STORMWATER
- ACCOMPLISHMENTS
- CHALLENGES
- PRIORITIES/INITIATIVES

WHAT ELSE DO YOU NEED TO KNOW?

The Council briefly discussed expansion of the reclaimed water system. Councilmember Aslan expressed his desire to learn more about a possible project to turn Sinclair Wash into a perennial spring with water to create new recreational greenspace both on and off the NAU campus.

There was discussion about the challenges that water conservation can have on the wastewater operations. Mr. Hill explained that it is a delicate balance between the two and staff is working on ways to balance the efforts of water conservation with the operational needs of the wastewater system. There will be updates to Council in the future to discuss these ideas and plans.

Ms. Goodrich continued the presentation by moving into the Council Goals for discussion.

The Council agreed to reduce the number of objectives for each Council Goal to three. After discussion they updated their existing goals and objectives to reflect the following:

ECONOMIC DEVELOPMENT

- Support minimum wage impact through a comprehensive analysis to provide best practices for Flagstaff businesses
- Grow industrial corridor along I40/Red Gap
- Create greater collaboration on workforce development

AFFORDABLE HOUSING

- Seek partnerships with private developers and others to increase overall inventory of more affordable rental and ownership housing
- Create housing commission to advance affordable housing in Flagstaff
- Staff and Council education on emerging housing models

A break was held from 10:19 a.m. through 10:31 a.m.

ADVANCE SOCIAL JUSTICE

- Consulate/Embassy service coordination with City Manager's Office and City Council
- Support early education efforts in the community
- Continue to evaluate and improve Flagstaff Police Department interaction with immigrant community to include enhanced translation

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

- Evaluate timing of I40/Lone Tree interchange
- Advocate for Fourth Street connection with John Wesley Powell Boulevard to plan and incorporate zoning changes
- Evaluate and create alternative models of transportation to improve bike and pedestrian safety and an emphasis on downtown travel

BUILDING AND ZONING/REGIONAL PLAN

- Complete and update neighborhood plans specific to the Housing and Urban Development (HUD) consolidated plan and target neighborhoods within that plan and a path forward for accelerating development of neighborhood plans
- Propose zoning and/or better incentives that are desirable and used for more affordable housing
- Finish promised neighborhood and capital projects on time

CLIMATE CHANGE

- Continue implementation of a Climate Action Adaptation Plan (CAAP)
- Sustainability through the CAAP lens for all city services
- Enhance community engagement on CAAP

A break was held from 11:25 a.m. through 12:00 p.m.

WATER CONSERVATION

- Study a path forward of one water and/or reclaimed expansion
- City to be a national leader in water conservation
- Reclaim water usage at Jay Lively and Fort Tuthill

ENVIRONMENTAL AND NATURAL RESOURCES

- Ensure adequate resources to implement SLEDS for all Dark Sky endeavors
- Plan for upcoming Material Recycling Facility contractual/facility changes
- Develop sustainable funding for Flagstaff Watershed Protection Project Phase 3 and ongoing maintenance

PERSONNEL

- Evaluate Council needs based on current engagement expectations
- Provide ongoing pay raises for all employees or develop a plan to recruit and retain employees through systematic pay increases
- Evaluate ways to pay down unfunded pension liabilities in a quicker manner

A break was held from 1:11 p.m. through 1:19 p.m.

COMMUNITY OUTREACH

- Develop an outreach & engagement plan to communicate the City's story utilizing varied methods (written, verbal, video, etc.) from a holistic approach
- Build and enhance neighborhood services

TOWN AND GOWN

- Strengthen internship program through Coconino Community College and Northern Arizona University
- Identify 5-7 projects being co-managed by the City and NAU
- Education and training for Council and staff on how to increase attraction of additional educational and training institutions

CODE COMPLIANCE

- Evaluate staffing levels and funding sources to increase Dark Sky compliance
- Review and prioritize current ordinances as related to code enforcement
- Establish proactive strategic enforcement of the city code to maximize compliance

A break was held from 2:15 p.m. through 2:28 p.m.

Deputy City Manager Shane Dille provided a presentation on High Performing Governments that covered the following:

JOURNEY OF EXCELLENCE
EXCELLENCE
A PEEK INSIDE
CITY OF FLAGSTAFF
TO EMBARK
POCKETS OF EXCELLENCE
CREATING ALIGNMENT
LOCAL GOVERNMENT EXCELLENCE
THE JOURNEY

Councilmember Whelan stated that this topic had been a long time coming and she is excited to see it move forward. She asked if the timing was right with a new City Manager coming on board.

Mr. Dille explained that there had been a lot of conversation about that and it was determined that it would be unlikely that the Council would hire a professional who did not want to be part of this type of movement. Staff believes that this effort can be incorporated into the recruitment process should Council wish to move forward.

Vice Mayor Shimoni agreed and offered that now is the time. He is looking forward to supporting the efforts and believes that it will be something that the community will appreciate.

Councilmember McCarthy expressed his support stating that he is eager to learn more about the process and efforts to achieve the goal.

Councilmember Aslan also expressed his enthusiasm and indicated that he is excited about discussing its potential with the City Manager candidates.

Councilmember Salas stated that the presentation embodies the City's goals of making the City better with service at a higher elevation. She is excited about moving forward on the path of incorporating an attitude of excellence in every facet of the organization. She requested information about how the City's budget has evolved over the last ten years including the major challenges, how funding has evolved, and the changed in the allocation of resources.

Councilmember Odegaard stated that it is very preliminary but he knows that there is

support and he is ready to go forward and see what happens.

Mayor Evans offered that she is excited about the effort and hopes that the process will help the City hone in on its core values and tying appropriate funding to those values. This change will open up transparency on how money is allocated, it will allow staff and the Council to look at the services that are provided, and allocate a measurement of value to the service.

5. PUBLIC PARTICIPATION

Joe Galli with the Chamber of Commerce addressed the Council in support of a comprehensive study on minimum wage and indicated that the Chamber is happy to assist in distribution of materials to the business community. He shared concern about sales taxes pushing business out of the community. He indicated that the Chamber would be interested in participating on the housing commission once established. Mr. Galli also expressed concern about the new building codes and higher standards placed on building in Flagstaff. He stated that there is always as cost to do those types of changes and he would like to see them vetted in public before they come to the Council for adoption.

6. ADJOURNMENT

The Flagstaff City Council Budget Retreat of January 16, 2019, adjourned at 3:28 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION
TUESDAY, JANUARY 22, 2019
JOE C. MONTOYA COMMUNITY
AND SENIOR CENTER
2451 NORTH THORPE ROAD
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Special Work Session of the Flagstaff City Council held January 22, 2019, 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 McCarthy 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:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

ABSENT:

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.

Housing Director Sarah Darr addressed Council with a brief update on Silar Homes

A public comment was received from a resident of Pinnacle Pines expressing concern about a student housing development on John Wesley Powell. His concerns focused on density, parking, and loss of walkability in the area.

Johnathan Wright addressed Council regarding a program called Flagstaff Environmental Equity program. The program focuses on water and elements of the community related to nature. He proposed a comprehensive waste management program that sells compost back to the community.

5. Martin Luther King Day Proclamation

Councilmember Whelan read the Martin Luther King Day Proclamation and presented it to the Commission on Diversity Awareness.

6. Discussion of the parking inventory study performed by Rich and Associates regarding parking spaces on the north and south sides of Flagstaff's Downtown.

Community Investment Director David McIntire introduced Dave Burr with Rich and Associates present via telephone. Mr. McIntire provided a PowerPoint presentation that covered the following:

PARKING DEMAND STUDY UPDATE
METHODOLOGY

Mayor Evans stated that the study used the land use data; she asked if there were discussions with the neighborhood groups such as the Downtown Business Alliance (DBA), Townsite, and Southside about methodology.

Mr. McIntire stated that the study was focused more on data sets and was a technical count methodology. He indicated that there would be discussions with the residents about the results.

Mr. McIntire continued.

PARKING ANALYSIS AERIAL MAP

NORTH SIDE DOWNTOWN
SUMMARY
PARKING DEMAND
PARKING SUPPLY
OCCUPANCY RESULTS

Councilmember Whelan stated that the count occurred during peak tourist visitation but during that time of the year there were a limited number of students. She asked why this factor was not considered as part of the count.

Mr. McIntire offered that when determining when to conduct the study staff believed that peak tourism was more impactful than peak students; they were looking to find the highest use day for the count. The intent was to be early enough to use the data this winter and also capture some of the high density. The consultant has been asked to return in August for a follow-up knowing that it is also a high demand parking time.

Councilmember Whelan asked why the report and update were not being done in August when there is a full picture of the situation. Mr. McIntire stated that this is the first year of managing parking and having this data now allows for some analysis to begin. This is not the only data point that will be consider when developing and making recommendations. The early information is a way to see that there have been changes since 2009 and to measure some of the behavior change that has come with the implementation of parking management. It will help staff to begin identifying the problem areas and how the program can be tweaked to better accommodate.

Vice Mayor Shimoni agreed that a second set of data points that capture the student impact is appropriate. He indicated that he would like parking management to be expanded to the Southside neighborhood.

Mayor Evans stated that she is concerned that the study stopped at Butler when there are commercial and residential areas in the Southside that are impacted by parking north of the tracks. She also expressed concern about conducting the count on a Thursday in the summer when it was possible that not everyone was at work. The count did not include all commercial corridors and did not include students. While the information is great, it does not give a full picture of the situation. People are parking further away from the downtown and that information needs to be quantified as well.

Councilmember McCarthy asked why a Friday was not considered because that would be a higher use for tourists. Mr. Burr stated that when an occupancy study is conducted Thursday is a good day to use to capture the restaurants and workers who will be there rather than taking a long weekend. In their experience when they conduct studies on Thursday and also on Saturday, the numbers are higher on Thursday in all instances.

Ms. Goodrich offered that she had asked for the 2009 study to be updated based on current usage. Just from general observation there is a general consensus that parking has improved since the introduction of Park Flag. The study was a way to help quantify that observation. The study was just a point in time study and it is not the only study that will be needed to get the full picture, but there needed to be some sort of baseline as the City redevelops its current property.

Mr. McIntire continued.

PARKING SUPPLY NORTH SIDE DOWNTOWN
PUBLIC PARKING MAP
DOWNTOWN OCCUPANCY COUNTS
PEAK HOUR – NORTH DOWNTOWN MAP
NORTH SIDE DOWNTOWN OBSERVED PARKING OCCUPANCY
SHARED PARKING OCCUPANCY
ASSESSING THE ADEQUACY OF THE PARKING SUPPLY
NORTH STUDY AREA CURRENT SURPLUS/DEFICIT PEAK HOUR 3:00-4:00 PM
GOV'T PEAK HOUR
NORTH STUDY AREA – GOVERNMENT PEAK HOUR MAP
PEAK PARKING ADJUSTMENTS
PUBLIC PARKING
SOUTH SIDE DOWNTOWN
SUMMARY
- PARKING DEMAND
- PARKING SUPPLY
- OCCUPANCY RESULTS

SOUTH SIDE DOWNTOWN
SOUTHSIDE STUDY AREA
SOUTH STUDY AREA PEAK OCCUPANCY 5:00-7:00 PM
SOUTH SIDE DOWNTOWN PARKING OCCUPANCY
SHARED PARKING OCCUPANCY
SOUTH STUDY AREA CURRENT SURPLUS DEFICIT
PEAK PARKING ADJUSTMENTS
CONCLUSIONS – NORTH SIDE
CONCLUSIONS – SOUTH SIDE

Terry Madeksza, Executive Director of the DBA, addressed Council asking that they stay the course on securing additional parking supply. Shortage of supply has been an issue for many years and Park Flag is doing what it is supposed to do right now. There will always be different numbers in terms of the shortage of parking spaces, regardless of the number of studies done. At the end of the day it is about having the funds in place and a vision for a vibrant downtown with adequate parking.

Councilmember Salas stated that she has concerns about the day the survey was conducted and asked Ms. Madeksza her thoughts. Ms. Madeksza stated that revenue data shows that Thursday, Friday, and Saturday are the busiest days downtown. She is not in a position to answer about the choice of Thursday but agrees that Fridays and Saturdays are generally busier, and the parking revenues correspond with that.

Mayor Evans asked Ms. Madeksza her thoughts on the study and what she may have done differently. Ms. Madeksza stated that the DBA and the City are great partners and she looks forward to trying to go through the data set and come up with a vision for downtown together. The timing of the study was a surprise to them but going forward, the goal is to provide adequate parking downtown.

Mayor Evans stated the shortage of 162 spaces from the current study versus 600

spaces from the prior study is a large gap and she is concerned about growth if there is no parking garage built. Ms. Madeksza agreed stated that the Flagstaff Downtown Business Improvement and Revitalization District (FDBIRD) was formed on the premise that they would work together to acquire additional parking, that was one of the key tenets for the formation. Park Flag is doing a great job and they are huge advocates of the program but is there still a need for parking.

John VanLandingham addressed Council and expressed frustration with the study. The original 2009 study had a two-page executive summary and it clearly showed a 600-parking space need and 15 recommendations on how best to address the need. Of the 15 items 14 have been achieved with the last one being a parking structure. It is difficult to understand what the new study is recommending. He expressed concern about the timing of the study because the Hub had not opened yet and there was no engagement of the downtown. He also expressed concern about there being no future demand referenced in the study. He encouraged Council to reject the study and not let it influence future policy. Displaced demand needs to be addressed, there needs to be greater reconciliation between the 2009 study and this study, and the downtown needs to be involved in the methodology.

David Stephens also addressed Council with concerns about the study. He noted discrepancies between the 2009 study and the current study with regards to the AWD parking garage and the number of spaces available. He encouraged the City to go back to the 2009 report and update that study using a similar methodology. It is difficult to compare when the methodology is different between the two studies.

Ms. Goodrich stated that everyone is interested in accurate and meaningful data. She explained that there was never an intent for this study to mirror the 2009 study and it was known that the methodology would be different. There are plans to provide data that looks at future growth in this area and she emphasized that the study was not the be all end all for analysis of the downtown area. The methodology was completely different because it was measuring something different than 2009. The City is still actively engaged in looking at a parking garage and other parking inventory increases.

Councilmember Whelan stated that the context is helpful. The courthouse ballot question said that it would build additional parking and now in the middle of things there could be a change based on a study that is comparing apples to oranges. The 2009 study and Proposition 412 both reference a parking structure and now the Council is being asked to consider surface parking. To do this kind of study without a five-year plan or input from the community is not helpful. There needs to be clarification about what has happened to reduce the need from 600 to 150 spaces when growth has increased and the NAU campus has grown. The vision needs to be built with input from the DBA, NAIPTA, the citizens, and the City.

Vice Mayor Shimoni stated that there is a lot more data that is needed, he is disappointed that NAU students were not included in the report and that there was no consideration for the opening of the Hub. He would like a study that includes an event such as first Friday with students, locals, tourists attending. He would also like the study to go further into the Southside for those impacted by the NAU population. Mr. McIntire offered that some of those elements will be included as part of later addendum to the report. He stated that conversations are ongoing about structured

parking and there is no change in vision at this point.

A break was held from 7:54 p.m. through 8:05 p.m.

7. Council Update: City of Flagstaff Municipal Court Facility Project.

Community Development Senior Project Manager James Duval provided a PowerPoint presentation that covered the following:

CITY COURT FACILITY PROJECT
OVERVIEW – TONIGHT'S DISCUSSION POINTS
PROJECT LOCATION
PROJECT HISTORY
PROJECT ELEVATION DRAWINGS
- NE PERSPECTIVE
- NW PERSPECTIVE
- SE PERSPECTIVE

PROJECT FLOOR PLAN – 1ST FLOOR
PROJECT FLOOR PLAN – 2ND FLOOR
PROJECT FLOOR PLAN – 3RD FLOOR
CURRENT PLAN REVIEW STATUS
PATH FORWARD

Mayor Evans asked if the surface parking lot at the site of the old courthouse will be temporary for now and considered for different development in the future. Mr. Duval indicated that it will be temporary, and they are aware that the best use of the land is not surface parking.

Councilmember McCarthy expressed concern about the parking being over two blocks from the building. Mr. Duval explained that the building and zoning codes allow for a 600-foot radius for parking and the surface lot is roughly 400 feet from the building.

Councilmember Whelan asked how the plans fit within Proposition 412; the pamphlet mentions a 200-space parking garage and she would not like for that to change mid-project. She asked if there was a timeline to create the structure. Ms. Goodrich explained that when the courthouse was envisioned staff knew there was a parking issue downtown and it was before Park Flag was implemented. Park Flag has made a difference of parking availability and behavior change. It is incumbent upon the City to be the best fiduciary to the public. A parking structure is very expensive with estimates being $20,000 to $30,000 per space. It is expected that the sale of the current courthouse will generate $2 million but that will not be enough to get to a parking structure. It is hoped that the RFP will garner some parking options to consider. Surface parking is easily converted to a parking garage but if there is not a partner in the effort for the construction and maintenance of a parking garage, she is not sure how it will be funded ongoing.

Councilmember Salas expressed that she is excited about seeing the courthouse come to fruition. She indicated that she wants to be realistic in terms of funding; the project is estimated at $19.5 million and the bond was for $12 million. Mr. Duval explained that the design-build process provides a guaranteed maximum price and there are no

change orders. There is still some work to do on the budget and they are looking at areas to do some value engineering to stay within budget.

8. Update on Redevelopment of City Courthouse Property.

Interim Community Development Director Dan Folke addressed Council and stated that planning staff worked with procurement to develop a Request for Proposals (RFP) for the redevelopment of the existing courthouse. It was suggested that there be a type of community design charrette and then the feedback received during that be incorporated into the development of the RFP. There would be a facilitator to help guide the conversations and document the information from the public. The charrette would look at access issues, parking, and other elements. The charrette will guide a community vison for the entire block and an opportunity for the community to come together to develop their vision for the area. The hope is to do this by May with a draft RFP for approval before summer break.

Mayor Evans stated that she is excited about the charrette process. She asked that the general public and the downtown stakeholders be included. She also suggested having NAIPTA participate because they have ideas about expansion in the downtown area as well.

Vice Mayor Shimoni stated that it will be important to engage the Historic Preservation Commission and other historical groups because of the location on Route 66. He expressed some concerns about the charrette because of challenges that there might be with people who are unable to attend. He suggested having videos and social media surveys and polls to include more than the 20 people who might show up to the meetings.

Charlie Silver addressed Council stating that he is supportive of the charrette process. He encouraged the Council to remember that character matters and must be preserved.

Councilmember Odegaard stated that including NAIPTA will be important and looking for public/private partnerships can help bring private dollars into the project. He expressed a desire to see a housing element included in the proposals that come forward.

9. Discussion regarding 2019 State Legislative Trip and Priorities

Interim Assistant to the City Manager Cliff Bryson addressed Council regarding the upcoming state legislative trip. They are tentatively schedule for the week of February 11, 2019 and the City’s state lobbyist Richard Travis will be in attendance.

Councilmember Odegaard asked to add the component of biomass under the forest health priority.

Councilmember Whelan stated that she would like to see the Council put some focused energy behind the dark skies priority. She agreed with Councilmember Odegaard about forest health. She suggested removing the liquor license and state highway funds items from the priorities list.

Vice Mayor Shimoni stated that he would like to add Proposition 126 and the online tax issue.

Mayor Evans stated that the issues of SB1487 and short-term rentals should be included with the discussions.

Councilmember Aslan expressed his support for adding the emphasis on dark skies.

Councilmember Odegaard suggested that the HURF sweeps remain on the agenda because there is a push to turnover the newly instituted fee as well as other changes to that fund. He also suggested removing the fourth street project since the tiger grant was unsuccessful.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to continue the meeting in accordance with the Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

10. Public Participation

Joe Galli addressed Council thanking them for the movement on the courthouse.

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

Councilmember Odegaard stated that January 21, 2019 was the kick off to Girl Scout cookie season.

Councilmember Salas stated that the winter recreation maps published on the website have been great and the digital versions are well done. She encouraged City staff and the public to continue promoting the map and the utilization of the designated snow play areas.

Councilmember McCarthy requested a F.A.I.R. item to discuss a possible resolution opposing wildlife killing events.

Councilmember Whelan reported that she, Vice Mayor Shimoni, and Councilmember Odegaard attended a Flagstaff High School community forum. She stated that it was great to speak with students about things that were important to them such as a new grading system, school safety, and ways to lower stress. She indicated that those types of topics would be good for a youth committee to engage in.

Councilmember Whelan stated that she attended a Flagstaff Initiative Against Trafficking meeting; they are looking at making more connections with BNSF and Amtrak to bring more awareness to the issues in northern Arizona. She also reported that she attended a NAMWA meeting in Sedona.

Councilmember Whelan requested a F.A.I.R. item to consider a plastic sled ordinance to stop the sale of plastic sleds or attach a tariff to the sale of plastic sleds to pay for the

cleanup.

Vice Mayor Shimoni thanked City staff and management for their work at Silar Homes. He also offered that the Flagstaff High School students mentioned online bullying as an issue.

Councilmember McCarthy thanked staff for their work in dealing with the Silar Homes situation. He also thanked the local businesses that provided assistance and resources to the displaced residents. He asked that a thank you letter be sent to these various organizations.

Ms. Goodrich reported that she received a request from the Coconino County Board of Supervisors to have a special meeting with the Council regarding the Flood Control District. Council agreed that this would be a good meeting to have with the County.

Mayor Evans thanked staff for their work in coordinating the meeting this evening, she noted that it takes a lot to move the Council into community locations for meetings. Mayor Evans also thanked the Housing staff and all the others who were involved for their response to the Silar Homes situation.

Mayor Evans reported that she presented her annual State of the City report to the Greater Flagstaff Chamber of Commerce and extended an invitation for the Chamber President and Chairperson to participate in a joint meeting with the Council.

Mayor Evans requested the following F.A.I.R. items:

1. To have a Council discussion about how to move forward with development of affordable housing on the City owned property in Cheshire.
2. To have a community conversation about impact fees.

Ms. Goodrich stated that the impact fees are already on the future agenda item list and staff is preparing the information prior to scheduling. Mayor Evans requested that the Chamber, realtors, builders, and other impacted agencies be made aware when the discussion is scheduled.

12. Adjournment

The Flagstaff City Council Special Work Session of January 22, 2019, adjourned at 9:49 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, DECEMBER 10, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Vice Mayor Shimoni called the Work Session of December 10, 2019, 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 Deputy City Manager Anderson 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:
VICE MAYOR SHIMONI	MAYOR EVANS
COUNCILMEMBER MCCARTHY	COUNCILMEMBER ASLAN
COUNCILMEMBER SALAS	COUNCILMEMBER ODEGAARD
COUNCILMEMBER WHELAN	

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.

Aaron Kane addressed Vice Mayor and Council regarding declaring a climate emergency in the City of Flagstaff.

5. Review of Draft Agenda for the December 17, 2019 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 Whelan stated that she will send some questions to staff by email and Vice Mayor Shimoni stated that he had his questions answered on Monday.

6. Flagstaff Airport Parking Update

Airport Director Barney Helmick gave a presentation to Council regarding the temporary parking solution, winter snow parking, and the permanent parking program. Operations/ARFF Manager Tim Skinner, Public Works Senior Project Manager Adam Miele, and Streets Director Scott Overton joined Mr. Helmick in the presentation. Mr. Helmick discussed the successes and the challenges at the airport. There are currently 385 parking spots at the airport with an average of 335 passengers per day with about 500 cars parking at the airport each day.

Mr. Overton took over the presentation. He stated that the permanent parking solution is being worked on and addressed the challenges faced by the airport. He also discussed the current temporary solutions and the steps that have been taken regarding design of a permanent solution. Within three weeks of identifying the need for a temporary solution, a parking lot with 235 temporary spaces was developed.

Vice Mayor Shimoni asked who will park in the new parking lot. Mr. Overton stated that there are two areas and everything to the east of the watershed is for rental car parking and everything to the west is for airport employees, TSA employees, and overflow airport patrons.

Councilmember Whelan asked how many spaces are left for patrons after employees park in the lot. Mr. Helmick stated that there are about 135 employees working just in the terminal facilities. He elaborated that there is a daily average of 45 employees parking with 100 parking spots designated for employees and temporary overflow.

Mr. Skinner resumed the presentation and addressed the controls of the temporary parking lot. He reviewed the map of the overflow parking and the temporary lot.

Mr. Helmick added that another factor in the creation of the temporary lot was winter snow removal since snow plows could not get through when cars are parked illegally in the roadway and in the landscaping. He also covered the Request for Information (RFI) for a permanent parking solution and the challenges with the RFI and the next steps. He stated that there is an aggressive timeline with the hope of starting on the next steps in the spring.

Councilmember Whelan asked how much growth the permanent parking lot would encompass. Mr. Helmick stated that they will know more after the concept plan is completed. The existing parking lot is supposed to manage today's numbers, but the numbers are not accurate. Councilmember Whelan asked about potential growth at the airport and if the parking lot will be large enough to incorporate potential growth. Economic Vitality Director Heidi Hanson added that an Airport Master Plan for 20 years was approved earlier this year and it includes parking. They were looking at surface parking versus a vertical parking structure because of pricing. Also, a two-lot solution was identified to create short-term and long-term parking lots with a paid parking solution. She believes that the lot would last for at least five years, but she does not know how the commercial growth will develop. United Airlines has seen 90% load rate when they expected a 70% load rate. Ms. Hansen stated that she expects to see more routes in the future and that American Airlines is currently seeing about a 78% load rate.

Vice Mayor Shimoni asked if there is adjacent land next to the parking lot to expand. Mr. Helmick added that the old master plan identified a second permanent lot location. The cost of a vertical parking structure was identified to be about $8 million dollars ten years ago versus $3 million to develop the surface lot. There would be options in the future to develop a parking structure. Vice Mayor Shimoni asked NAIPTA CEO Erika Mazza about the participation of NAIPTA at the airport. Ms. Mazza stated that there is currently a route there and that there could be more routes developed. The initial proposal is for the route to run from the downtown connection center through Ponderosa Trails.

Councilmember Whelan inquired about the purchase of the land by the hospital off I-17 and to see if NAIPTA has looked at running a temporary shuttle in that area for a test. Ms. Mazza stated that there is a nominal difference between a shuttle and a fixed route bus. They have not looked at a shuttle solution at this time, but that if the will of the organization is to try a shuttle to start, that is a possibility. NAIPTA is happy to support this project in any way possible. Councilmember Whelan added that she believes that the airport usage will continue to grow and that she would like to put in a structure that can handle the growth along with transit rather than addressing it in another ten years. She is concerned that the project will not last if future growth is not taken into consideration.

Vice Mayor Shimoni stated that the parking needs could be based on the downtown parking model and can be done with phases like the downtown parking model as money is raised. Mr. Helmick added that building a parking garage would close the front lot, so that a new lot would be necessary. Mr. Helmick added that if the lot does

not fill up,it could be used for a park and ride if a transit route is established.

Councilmember Whelan asked about hotel shuttle service. Mr. Helmick and Ms. Hansen stated that they have had discussions with hotels in the area on that subject.

Mr. Helmick resumed the presentation. He shared the initial conceptional design created by Mr. Miele and then addressed the potential of a paid parking system. Mr. Helmick is not convinced that a kiosk system would work well at the airport and recommended a gate arm system. Over a twenty-year period, the paid lots would pay off the required loan and would create additional revenue as well. The cost of the parking lots would come back to Council for direction and a decision.

Councilmember Whelan asked if the overflow lot has lights at this time. Mr. Helmick stated that there are not, but there are plans to do so. Mr. Miele stated that there are plans to get dark-sky compliant lighting there as soon as possible. The staff parking lot overflow area would be in the temporary lot until the construction on the new permanent lot is completed.

Councilmember Salas stated that she is looking forward to the next presentation and invited everyone to look at budget requirements for capital improvements for the necessary improvements and maintenance of the airport. She added that the City needs to identify permanent revenue streams for the airport. Ms. Hansen stated that a paid parking system would be one revenue stream that would allow for improvements to the airport. Staff will come in front of Council again regarding the 32-acre parcel to see what to do with it to create an additional revenue stream for the airport.

Slides included in the presentation were:

- Airline Success and Airport Parking
- Temporary Parking Solution
- Winter Snow & Parking
- Permanent Parking System

7. Flagstaff Metropolitan Planning Organization (FMPO) Update

FMPO Executive Director Jeff Meilbeck reported to the Council on the progress of FMPO transitioning to an independent organization. He stated that Councilmember McCarthy serves on the FMPO Board with Councilmember Salas as an alternate and Councilmember Odegaard and Mayor Evans also serve on the Board. FMPO has been hosted by the City of Flagstaff for the past 20 years. He discussed the plans for becoming independent, the potential expansion of the Board, and the reasons for the change. He also thanked the CVB staff for their assistance with the rebranding effort. Mr. Meilbeck thanked the City of Flagstaff for their support.

Slides included:

- Rebrand and Independence
- Why Metroplan Exists
- Vision
- Mission
- Rebranding to Metroplan

- Project Description
- Timeline

Councilmember McCarthy asked if going independent is revenue neutral or if it will take additional resources to cover staffing for HR, office space, legal, and more. Mr. Meilbeck stated that the increased costs are estimated to be about $20,000 a year.

Councilmember Whelan asked how FMPO was originally funded, how the City is part of the funding, and where FMPO wants to be when they are independent. She wanted to see where the funds come from. Mr. Meilbeck replied that because the metropolitan organization was formed that the organization and the City became eligible for federal funding. Approximately $750,000 a year comes to the FMPO. The City provided services to FMPO and some of the awarded grants received would go to the City to pay for the services. The City for the past ten years or so has made a $22,500 a year contribution in matching funds so that about $750,000 in federal funds could be accepted.

Vice Mayor Shimoni reiterated that the reason for FMPO to go independent is for more flexibility. Mr. Meilbeck stated that his synopsis is correct. Vice Mayor Shimoni asked Mr. Meilbeck to review the timeline. He asked if Mr. Meilbeck is planning to come back to Council for another presentation. Mr. Meilbeck stated that he does not have a date scheduled at this time, but he will try to set up annual updates at least. Vice Mayor Shimoni asked for the FMPO to come back perhaps in the fall and to let Council know if there are any major hurdles that the City can assist with. Mr. Meilbeck stated that the process is moving ahead and that he can come back in the fall next year with an update. He believes that the timeframe is realistic at this time and does not anticipate challenges. If the FMPO is unable to make the deadline to become independent by January 1, 2020, there is an agreement in place for the City to host the organization for another year.

Councilmember McCarthy stated that the long-term goal is reorganization which could result in larger and more grants. Mr. Meilbeck agreed.

8. Public Participation

None

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

Councilmember Salas spoke about the meeting with the Chamber last night.

Deputy City Manager Anderson notified that the two F.A.I.R. items for the January 7, 2020 meeting were requested to be pulled by the proposing Councilmember. The first was an item proposed by Vice Mayor Shimoni to have a discussion about cyclist safety infrastructure and planning, evaluate the plan and how the City approaches cyclist safety. The second F.A.I.R. item pulled was proposed by Mayor Evans to have a presentation by Citizens Climate Lobby to brief the Council on HR 763: The Energy Innovation & Carbon Dividend Act. A community meeting will be planned on this topic.

Councilmember McCarthy asked that the F.A.I.R. items be emailed to Council.

Vice Mayor Shimoni added his reasons for removing the F.A.I.R. item. He added that tomorrow there is a 2020 Census Open House.

10. Adjournment

The Flagstaff City Council Work Session of December 10, 2019, adjourned at 7:05 p.m.

_____
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:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Action on Liquor License Application: Ariel Chanko, "Grand Canyon Beverage Distributor," 4600 E. Nestle Purina Avenue, Series 04 (wholesaler), New License.

STAFF RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 04 license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers. Grand Canyon Beverage Distributor is a new business in Flagstaff; if approved, it will be the 6th active series 04 license in Flagstaff. Series 04 liquor licenses are a non-quota license.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and have recommended approval.

Financial Impact:

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

Policy Impact:

Not applicable.

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

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

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to the applicant's personal qualifications. A Series 4 license may not be denied based on location.

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

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on November 19, 2019. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 04 Description
Grand Canyon Beverage - PD Memo
Grand Canyon Beverage - Code Memo
Map

OFFICE OF THE CITY CLERK

November 20, 2019

Grand Canyon Beverage Distributor
613 W. Grand Canyon Avenue
Flagstaff, AZ 86001

Dear Ms. Chanko:

Your application for a new Series 04 Liquor License for Mountain Grand Canyon Beverage Distributor located at 4600 E. Nestle Purina Avenue was posted on November 19, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 17, 2019 which begins at 4:30 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on December 9, 2019 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

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

Sincerely,

Stacy M. Fobar
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 04 Wholesaler

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

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

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

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

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo # 19-079

TO **Chief Kevin Treadway**

FROM **Sgt. Collin Seay**

DATE **November 12th, 2019**

REF **Series 4 Liquor License Application for "Grand Canyon Beverage Distributor"**

On November 12th, 2019, I initiated an investigation into a liquor license application filed by Ariel Chanko for Grand Canyon Beverage Distributor. Grand Canyon Beverage Distributor will be located at 4600 E Nestle Purina Avenue. This is a series 4 wholesale license application for license number #04079762. A series 4 license is for wholesale distributing only. I contacted Ariel Chanko over the phone, and she will be distributing Blendz Wine as a wholesaler, and she will be storing and distributing the wine from a refrigerated five by five storage facility located within 4600 E Nestle Purina Avenue.

I conducted a query of local systems and public access on Ariel, and I discovered through public records that Ariel had been charged with Driving Under the Influence (DUI) in 2017, but the charge had been dismissed. Ariel provided a statement to me that the case was dismissed because her blood alcohol concentration did not meet the DUI statute in Arizona. I also discovered in a local database search that Ariel was arrested in 2010 by NAU Police Department for theft. I was unable to locate the disposition to this case as it did not appear in public access. I did not locate any liquor violations against Ariel, and she also advised this is her first liquor license application. She indicated on her application she has attended the mandatory liquor license training.

Ariel advised me that she is a bartender currently for Blendz in Flagstaff, and she will wholesale wine from Blendz and store the wine at 4600 E Nestle Purina. She will distribute the wine to her local clients and restaurants in town. She is not a listed party on the Blendz liquor license in Flagstaff, and this license is separate from Blendz. She advised she will be able to attend the December 17th, 2019 council meeting.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

Date: Oct. 24, 2019

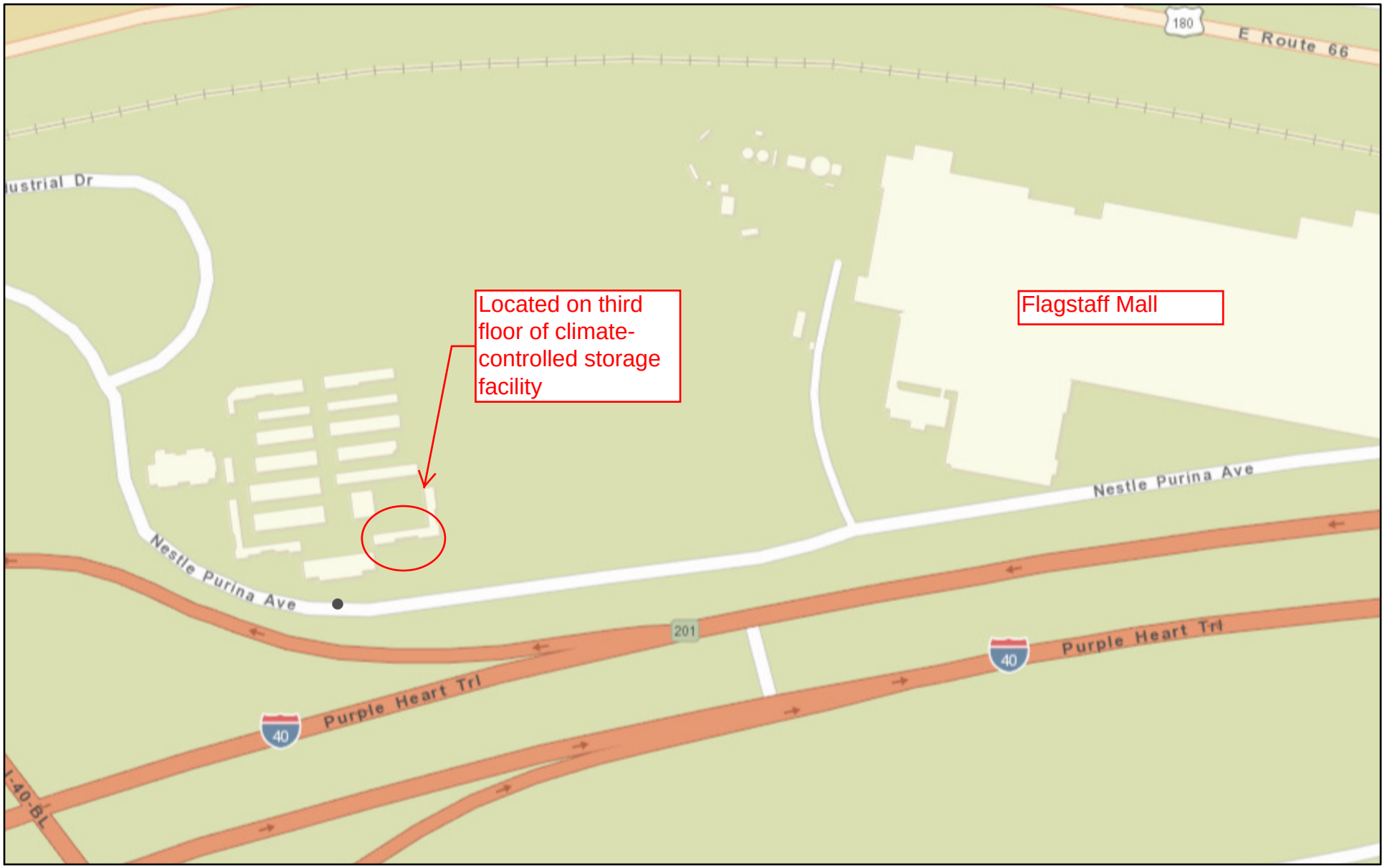
Re: Application for Liquor License #79762
4600 E. Nestle Purina Ave., Flagstaff, Arizona 86004
Assessor's Parcel Number 113-28-004B
Ariel E. Chanko on behalf of Grand Canyon Beverage Distributor

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This application is a request for a new Series 04 Wholesale liquor license by Ariel E. Chanko on behalf of Grand Canyon Beverage Distributor. This business is located within the Light Industrial Open district. This district does allow for this use.

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

Grand Canyon Beverage Distributor



11/20/2019, 2:20:49 PM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Coconino County, County of Yavapai, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Barney Helmick, Airport Director
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Approval of Contract: Airport Security Upgrades at the Flagstaff Airport.

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchase Contract for the purchase and installation of security equipment at the Flagstaff Airport from Enterprise Security, Inc. (2020-53), under Maricopa County Contract (190240) in an amount not to exceed $95,000.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The proposed contract with Enterprise Security, Inc. (Enterprise Security) provides for the procurement and installation of security equipment at the Flagstaff Airport. Currently, the airport and other City facilities are utilizing Enterprise Security systems. This contract will save the City money in working with the existing platform. The Transportation Security Administration (TSA) required the Flagstaff Airport to install an access control system to portals into secured areas of the airport. Costs and details can be found in the attached proposal documents. This contract will allow the airport to continue work started last fiscal year.

Financial Impact:

Financing this phase of the project was approved in the FY 2019-20 budget for $91,189 (221-07-222-0883-0-4435) with a proposed total cost not to exceed $95,000. This agreement will cover phase II and III security upgrades. All future phase work will continue to go through budget and council approval.

Policy Impact:

None

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

Team Flagstaff Strategic Plan: Policy 3.4, Promote policies that promote a positive and safe community.

Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all populations areas, demographics.

Goal: Transportation and Other Public Infrastructure - Support the airport with needed infrastructure and upgrades in order to enhance our tenant and patron experience as well as additional airline attraction.

Has There Been Previous Council Decision on This:

Yes, in the FY2019-20 budget, the Flagstaff City Council approved the budget containing a Request for Service Level (RSL) increase for Phase II and III of the Airport Security upgrade. The City of Flagstaff was approved to enter into an agreement with Enterprise Security to purchase and install an access control system.

Options and Alternatives:

1. Approve the contract with Enterprise Security, Inc. for the purchase and installation of equipment for phase II and III of the airport security upgrades.
2. Do not approve the contract and direct staff to conduct a formal solicitation for a new system to replace existing and new equipment.

Background/History:

This system has been installed in the Core Facilities, City Hall and the first phase was installed at the airport. Other systems are not compatible with this system. Funding was approved in the FY 2019-20 budget to continue with the installation of phase II and phase III. Phase I met the basic Transportation Security Administration (TSA) requirements with positive access control. Phase II and III will expand that to provide positive access control of vehicle access points to the airport. The TSA has let us know they will be requiring the work scheduled in phases II and III in the future. Staff is requesting to work on these phases now because when the security requirements become formal, we only have 90 days to complete.

Key Considerations:

This agreement will allow the next phases of security upgrades at the airport before the TSA mandates the upgrades. The project funding was approved by council in the FY 2019-20 budget, by utilizing the same company through a cooperative purchasing agreement, the City would not have to go to bid which if not confirmed with this company, would require replacement of the work installed in the last fiscal year in Phase I of this project.

Expanded Financial Considerations:

Not accepting this agreement would require a new bid, which if won by a different company could require replacement of the work done in fiscal year 2018-19. Enterprise Security, Inc. won the bid to install this system at City Hall and Core Facilities in previous budget years.

Community Benefits and Considerations:

Phase II and III security will provide increased security control of vehicles to the General Aviation area, commercial air service ramp, runways and businesses located inside the fence at the Flagstaff Airport.

Community Involvement:

Security upgrades will positively impact airport tenants and end-users and is required.

Expanded Options and Alternatives:

None

Attachments: City Cooperative Purchase Contract
Statement of Work
Agency Cooperatvie Contract

COOPERATIVE PURCHASE CONTRACT

Maricopa Contract No. 190240
Contract No. 2020–53

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 Enterprise Security Inc., an Arizona Corporation ("Contractor").

RECITALS:

A. Contractor has Contract No. 190240 with Maricopa County which includes cooperative purchasing language for the purchase of repair and installation services for the card access system and devices.

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:

Security Card Access System Devices; Maintenance and Installation

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 materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract and not to exceed ninety-five thousand dollars ($95,000.00).

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. 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.

Enterprise Security, Inc.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

ATTACHED

EXHIBIT B

AGENCY CONTRACT

Maricopa County Cooperative Purchasing Contract Number: 190240 (attached)

Project: CAS: 37167

City of Flagstaff Airport Phase II Security Gate Card Access with Options

Project Location:

City of Flagstaff Airport

6200 S Pilliam Dr.
Flagstaff, AZ 86005

Thursday, October 31, 2019

Presented to
Joel Barnett
Security
City of Flagstaff Airport

Prepared by
Paul Farrell
Enterprise Security, Inc.
480-745-4231
paul.farrell@entersecurity.com

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October 31, 2019

Joel Barnett
Security
City of Flagstaff Airport
6200 S Pilliam Dr.
Flagstaff, AZ 86005

Dear Joel,

We are pleased to have the opportunity to provide this proposal for consideration.

After talking to your purchasing department about our existing COOP contract #190240 with the City of Flagstaff we have made some minor changes to the response times, trip charges, per diem and lodging costs. Our contract with Maricopa is for Maricopa County so in Flagstaff we are making the following changes to Exhibit C for these items and listing them below. Your total contract price comes to **$91,189.00** for Phase II, Option 1 and Option II.

Exhibit C 2.2 – Our response time has changed to 8 hours instead of 4 hours.
Exhibit C 2.4 – Our emergency response has also changed to 8 hours.
Exhibit C 3.0 – Trip charges need to be billable port to port at $60, lodging at cost plus 5% and Per Diem at $50 per day per person.

Proposal Contents Phase II

Enterprise Security proposes to install card readers and Hirsch-Identiv card access panels at the Blue entrance and Blue man gates. The existing Blue man gate will be replaced with a new 4' single walk gate 7' high chain-link with barb wire that has a silver mounting plate by the Buffalo Fence Company. This new man gate will match the existing. On the interior side of the gate we will mount a free egress exit bar on the silver mounting plate. Also included is to install entrance card readers and Hirsch-Identiv access panels at the Red and White gates. All the Hirsch-Identiv reader panels will be tied into your existing Hirsch-Identiv card access system in the Airport Terminal using Ubiquiti Networks NanoBridge wireless Ethernet transmitters. These NanoBridge Ethernet transmitters at your 3 gates will transmit data to an Ubiquiti 120 degree Antenna that will be mounted on the Airport terminal on the NW corner of the building and wired to the existing Hirsch-Identiv panel in the NW IDF. Excluded from this proposal are permit fees, after hours work, cold fill, excavation of rock, surveying and locating services. We don't feel any permits will need to be pulled and the only digging we will be doing is close to the surface so we don't think we will need any surveying and or locating services. Cold fill is needed only if the Asphalt plant is closed due to colder weather. I will provide a cost below if we need to return to do a cold fill.

We will be bringing power from the existing gate motors at the Red; White and Blue gates to a Nema 4 enclosure mounted on poles installed next the existing gate motors. NJ Shaun Electrical will provide a power outlet in the enclosure that will power the radio transmitter, card reader and future camera. The existing card reader conduit will be used to connect to the readers. We are assuming that the existing conduit leading to the existing card readers is clear enough for us to pull new card access wire. Also, we will remove the existing wireless gate transmitters. The existing wireless gates openers will be replaced with your new card access installation.

I will also include options below to add cameras to the Blue: White and Red gates, Operations gate, and add 2 additional card readers with a 4 door controller to the Terminal. An additional budgetary proposal will be provide as an attachment to add a new card reader to future wall under construction. A map with card reader locations will be provided. The proposal for Phase III: to add 7 card access doors to the main terminal is not

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included in this proposal because of budgetary reasons per Tim Skinner. The original budgetary proposal for Phase III of $28,975.05 is still a viable option for the future.

Clarifications and considerations:

Red Gate

1. Install poles and strut for rack. Includes auguring and concrete.
2. Install access controller on rack with 120V circuit fed from gate service power.
3. Extend conduit feeding card reader to access controller.
4. Pull wire in existing conduit to existing card reader location.
5. Install Nema 3 box with power on pole for camera.
6. Install conduit for controls from access controller to gate cabinet.
7. Remove old card reader and replace with new Hirsch reader.
8. Install 8' extension to pole for radio antenna.
9. Install radio antenna for wireless bridge.

White Gate

1. Install poles and strut for rack. Includes auguring and concrete.
2. Install access controller on rack with 120V circuit fed from gate service power.
3. Extend conduit feeding card reader to access controller.
4. Pull wire in existing conduit to existing card reader location.
5. Install Nema 3 box with power on pole for camera.
6. Install conduit for controls from access controller to gate cabinet.
7. Remove old card reader and replace with new Hirsch reader.
8. Install 8' extension to pole for radio antenna.
9. Install radio antenna for wireless bridge

Blue Gate

1. Install poles and strut for rack. Includes auguring and concrete.
2. Install access controller on rack with 120V circuit fed from gate service power.
3. Extend conduit feeding card reader to access controller.
4. Pull wire in existing conduit to existing card reader location.
5. Install Nema 3 box with power on pole for camera.
6. Install conduit for controls from access controller to gate cabinet.
7. Install conduit and wire from access controller to man gate. Includes saw cutting, trenching, shading, backfill and asphalt patch. Asphalt patch figured as summer work, cold patch is not included. The local asphalt plant closes down when the weather gets too cold. If we can't get the asphalt we will do a temporary patch and come back when the asphalt plant opens. The cost to do a return visit is $950.00
8. Remove old card reader at entrance gate and replace with new Hirsch reader.
9. Remove and replace man gate.
10. Add new Hirsch card reader to new man gate.
11. Install 8' extension to pole for radio antenna.
12. Install radio antenna for wireless bridge

The cost to do a return visit because the asphalt plant is closed is $950.00

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Option I – GATE CAMERAS

Included in this option is to add cameras that will transmit data using the existing Ubiquiti Networks infrastructure to your existing camera system for the Blue; White and Red entrance gates. We will be mounting these cameras on poles already installed and getting power from electrical receptacles already installed in phase II. By adding these additional cameras your existing NVR will be getting 30 days of storage for all cameras. If you add any additional cameras in the future we will have to add Hard Drives for additional storage space if you want to keep 30 days of retained video coverage on your CCTV NVR.

The 3 Axis high quality cameras we will be installing provide excellent image quality in HDTV 1080p resolution. The day and night camera is ideal for 24/7 video surveillance, in exposed outdoor areas such as your gates. Your Axis P1435-LE camera has a vairfocal lens with remote zoom and focus so you will be able to adjust the shot from your computer. Also, your cameras have WDR (Wide Dynamic Range) which provides excellent shots in areas where the lighting is always changing.

Option III. – Two ADDITIONAL CARD READERS IN TERMINAL

Included in this option is to add 2 (read in only) card readers and a Hirsch-Identiv 4 door controller to the terminal. The MX-4 control panel will be mounted in the existing west IDF room. There is currently only 1 available port on the existing 8 door so we will have to add the 4 door controller. We will run a cord to the closest outlet for power. We do recommend having an electrician hard wire your card access panels. I will provide a map showing the reader locations.

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Investment Summary

DESCRIPTION	UNIT PRICE	QTY	LINE TOTAL
UBIQUITI WIRELESS ETHERNET BRIDGE LISTED BELOW FOR BLUE, RED & WHITE GATES			
5 GHZ NANOBEAM AC GEN2 ACCESS	$111.49	3	$334.47
LITEBEAM 5AC 16DBI 120 DEGREE ACCESS	$99.28	1	$99.28
EXTEND EXISTING POLE FOR LITEBEAM 4'	$32.83	1	$32.83
ENCLFRP 24X16X9 W/MOUNTING BACK PLATE(TAX EXCLUDED)	$1,113.57	3	$3,340.72
EDGESWITCH 8 PORT 150W PERP	$244.38	4	$977.52
TRANSFORMER 12VAC 16HZ 12VDC	$19.68	4	$78.72
STEEL TUBE 8' FOR EXTENDING POLE FOR ANTENNAS AND CAMERAS	$168.31	3	$504.94
STEEL TUBE SQ 3X3X11 GA48"	$84.50	3	$253.49
CAT 6 UNDERGROUND D.B.	$122.10	1	$122.10
DEMO EXISTING CARD ACCESS EQUIPMENT	$0.00	1	$0.00
CONSUMABLES	$32.83	1	$32.83

CARD ACCESS PANEL AND READERS FOR BLUE GATE WITH MAN GATE, RED GATE & WHITE GATE			
MX-1 CONTROLLER - 1 DOOR POE+ EDGE	$590.80	4	$2,363.19
ALTRONIX POWER SUPPLY-BLUE GATE WITH MAN GATE	$160.16	1	$160.16
UTRUST WALL READER TOUCHSECURE (SMARTCARD & PROX) PGT	$180.52	4	$722.09
EXTERIOR HEAVY DUTY SURFACE MOUNTING BOX	$82.06	4	$328.22
MINIATURE EMBEDDED LINE MODULE 2	$7.22	4	$28.89
12V 7AH SLA BATTERY FOR AZ STOCK	$13.34	8	$106.71
STANDARD PANIC EXIT BAR KIT FOR CHAIN LINK PEDESTRIAN GATE	$393.86	1	$393.86
HES 9600 STRIKE W/630 FINSIH	$334.78	1	$334.78
1000' 22/6 SHIELDED, WATER BARRIER, GRAY JACKETED	$319.04	0.5	$159.52
CONSUMABLES	$32.83	1	$32.83
ELECTRICAL WORK, ENCLOSURE WITH POWER RECEPTACLE FOR CARD	$13,763.64	1	$13,763.64
BUFFALO GATE WORK FOR BLUE MAN GATE WITH WIRE MESH	$2,551.58	1	$2,551.58
LIFT FOR 1 WEEK	$1,740.98	1	$1,740.98
PERDIEM	$196.68	44	$8,654.10
OPTION 1 = GATE CAMERAS			
P1435LE/1080P/BULLET/IR/WDR/IP66	$639.97	3	$1,919.91
T91B47 100-410MM-POLE MNT AXIS	$84.34	3	$253.01
AXIS T94F01P CONDUIT BACK BOX	$29.44	3	$88.32
AXIS WEATHERSHEILD K	$29.44	3	$88.32
NITEK SURGE PROTECTION	$74.98	3	$224.93
ENTERPRISE OPTION PER IP CHL	$202.16	3	$606.47
CAT 6 UNDERGROUND D.B.	$124.55	0.2	$24.91
CONSUMABLES	$33.07	1	$33.07
OPTION #3 = 2 ADDITIONAL CARD READERS IN TERMINAL			
CONTROLS 4 FULLY SUPERVISED DOORS. 4000 USERS	$1,673.60	1	$1,673.60
ALTRONIX AL1024ULACMCB POWER SUPPLY 10A 8OUTPUT, CIRCUIT	$317.30	1	$317.30
12V 7AH SLA BATTERY FOR AZ STOCK	$13.60	4	$54.41
UTRUST MIGRATION KEYPAD READER PIGTAIL	$334.72	2	$669.44
MINIATURE EMBEDDED LINE MODULE 2	$7.37	2	$14.73
BEIGE BOX 8'X7'X'3.5	$16.06	2	$32.11
ACCESS COMPOSITE 4C22FS/2C22FS/3P22FS/4C18FS/CMP	$1,117.26	0.5	$558.63
3/4 REC S-DR LEAD 3/8" DPDT BROWN	$10.70	2	$21.39
2" J HOOK AZ STOCK	$4.19	10	$41.91
DOOR LOCKING HARDWARE FOR OPTION #3	$0.00	1	$0.00
FAIL SECURE GRADE 1 MORTISE LOCK WITH REX FOR DOOR #1	$836.80	1	$836.80
FOR DOOR #2, 24V STOREROOM LOCK W/RX	$703.72	1	$703.72
WRAP AROUND 5IN X 14IN	$37.36	2	$74.71
DOORS #1 & 2 CAT ETH4W 4.5 " X 4.5", 626 FINISH	$84.35	2	$168.70
DOOR #5 KEE K-DLA ARMORED DOOR LOOP	$27.85	2	$55.70
CORE DOORS FOR LOCKSETS	$0.00	2	$0.00
LABOR FOR ENGINEERING	$85.00	65	$5,525.10
LABOR FOR TRAVEL	$60.00	96	$5,760.39
LABOR FOR PREWIRE	$70.00	42.1	$2,947.13
LABOR FOR DEVICES	$70.00	150.8	$10,556.47
LABOR FOR HEAD END	$70.00	111	$7,770.34

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LABOR FOR COMMISSIONING AND TESTING	$70.00	22	$1,540.07
LABOR FOR TRAINING	$105.00	23	$2,414.99
LABOR FOR PROJECT MANAGEMENT AND ADMINSITRATION	$85.00	74	$6,290.12
		PARTS	$18,869.24
		LABOR	$69,514.91
		TAXES	$1,688.80
		SHIPPING	$1,116.05
		TOTAL	**$91,189.00**

TERMS & CONDITIONS

ACCEPTANCE OF THIS SALES QUOTE IS SUBJECT TO AGREEMENT BY CUSTOMER TO THE FOLLOWING CONDITIONS:

- WORK IS TO BE PERFORMED DURING NORMAL WORKING HOURS.
- ONLY EQUIPMENT LISTED ABOVE SHALL BE INSTALLED AND WARRANTED BY ENTERPRISE SECURITY.
- PAINTING, PATCHING ARE EXCLUDED.
- 110 VOLT POWER TO BE PROVIDED BY OTHERS.
- PROPOSAL INCLUDES EQUIPMENT AS LISTED BASED ON DESIGN INFORMATION AVAILABLE AT TIME OF PROPOSAL. ADDITIONAL EQUIPMENT AND DESIGN CHANGES WILL BE QUOTED AND BILLED AS CHANGE ORDERS.
- STANDARD WARRANTY - ENTERPRISE SECURITY PROVIDES A 1 YEAR WARRANTY ON **PARTS AND LABOR** FOR THE INSTALLATION OF THE ABOVE SYSTEM. WARRANTY SERVICES ARE PROVIDED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY, 7:00 AM TO 5:00 PM (EXCLUDING HOLIDAYS). EMERGENCY RESPONSE DURING PREMIUM HOURS AND HOLIDAYS WILL BE CHARGED AT THE PREVAILING SERVICE RATES.
- ALL INVOICES ARE DUE AND PAYABLE TO ENTERPRISE SECURITY UPON RECEIPT.
- THE CUSTOMER AGREES TO HOLD HARMLESS AND INDEMNIFY ENTERPRISE SECURITY, INC. FROM ANY LOSS, DAMAGE AND/OR LITIGATION EXPENSE ARISING FROM ANY CLAIM OF INFRINGEMENT OF ANY PATENT, BY THE USE OR MANUFACTURE BY ANY ARTICLE FURNISHED TO IT BY THE SELLER UNDER THIS ORDER.
- MATERIALS NOT EXPLICITLY LISTED HEREIN ARE "BY OTHER" AND ARE EXCLUDED FROM THIS SCOPE OF WORK. NO ASSUMPTIONS SHOULD BE MADE REGARDING WHAT MATERIALS WILL BE PROVIDED, OTHER THAN WHAT IS LISTED IN THE ABOVE DESCRIPTION.

Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lighting and Acts of God. Also, any items designed to fail in order to protect equipment, such as power/lightening suppressors.

Conclusion

Thank you for the opportunity to be of service to you, as we know you have many choices for a solutions-provider and business-partner. With this project, it is our sincere intention to deliver a world class solution and to nurture a long-term relationship based on caring and integrity.

Should you have any questions, please do not hesitate to call me.

Sincerely,

Paul Farrell, Sales
TEL: 480-745-4231
paul.farrell@entersecurity.com

CUSTOMER SIGNATURE DATE

PO NUMBER **AMOUNT**

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SERIAL 190240 RFP CARD ACCESS SYSTEM DEVICES- REPAIR AND INSTALLATION
Contract - Enterprise Security, Inc.

DATE OF LAST REVISION: June 06, 2019 **CONTRACT END DATE: May 31, 2021**

CONTRACT PERIOD THROUGH MAY 31, 2021

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **CARD ACCESS SYSTEM DEVICES- REPAIR AND INSTALLATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 06, 2019.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LA/mm
Attach

Copy to: Office of Procurement Services
Ron Forster, Facilities Management

(Please remove Serial 12075-S from your contract notebooks)

CONTRACT 190240-RFP CARD ACCESS SYSTEM DEVICES: REPAIR AND INSTALLATION

This Contract is entered into this 6th day of June, 2019 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Enterprise Security, Inc.,** an Arizona corporation ("Contractor") for the purchase of repair and installation services for the card access system and devices.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of two (2) years, beginning on the 6th day of June, 2019 and ending the day 31st of May, 2021.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) calendar days prior to the Contract expiration anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.5 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.6 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

3.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit.

The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.2.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Certificates of Insurance:

6.2.11.1 Prior to Contract award**,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.11.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.2.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.3 FORCE MAJEURE:

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4 WARRANTY OF SERVICES:

6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 INSPECTION OF SERVICES:

6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.

6.5.2 County 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. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.5.4 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, County may:

6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.5.4.2 Terminate the Contract for default.

6.6 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.7.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.7.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.9 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.10 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.11 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar 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 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

6.11.1 Cancel the stop work order; or

6.11.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

6.11.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.12 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.13 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.13.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.13.2 Make progress, so as to endanger performance of this Contract; or

6.13.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.14 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.15 CONTRACTOR LICENSE REQUIREMENT:

6.15.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of

Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

6.15.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.16 SUBCONTRACTING:

6.16.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.16.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

6.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.18 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.19 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.20 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.21 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall

supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.23 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.24.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

6.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.24.1.2 have not within three (3) year period preceding this Contract;

6.24.1.3 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.24.1.4 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.24.1.5 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.24.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.24.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.25 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The

Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.25.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.26 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.27 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.28 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.28.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.28.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.29 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.30 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.31 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.32 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.33 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.34 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.35 RELATIONSHIPS:

6.35.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.35.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within Two (2) business days, unless previously approved by the County.

6.36 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.37 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.38 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.38.1 Exhibit A, Pricing;

6.38.2 Exhibit B, Scope of Work;

6.38.3 Exhibit C, Facilities Management Requirements

6.38.4 Exhibit D, Monitored Sites

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Enterprise Security, Inc.
1060 N. Tustin Ave.
Anaheim, CA 92807

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

AUTHORIZED SIGNATURE

Joseph D. Emens, VP
PRINTED NAME AND TITLE

1060 N. Tustin Ave Anaheim CA
ADDRESS

6/5/19
DATE

MARICOPA COUNTY:

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

June 11, 2019
DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

June 10, 2019
DATE

EXHIBIT A

PRICING

RESPONDENT'S NAME:	Enterprise Security, Inc. (ESI)
COUNTY VENDOR NUMBER:	VC000004318
ADDRESS:	505 S. 48th St #103
	Tempe, AZ 85281
P.O. ADDRESS:	
TELEPHONE NUMBER:	480-223-8098
FACSIMILE NUMBER:	480-557-9110
WEB SITE:	www.entersecurity.com
CONTACT (REPRESENTATIVE):	Dave Toon
REPRESENTATIVE'S E-MAIL ADDRESS:	Dave.toon@entersecurity.com

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	
ACCEPTS PROCUREMENT CARD FOR PAYMENT:	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:		[X]

[X] NET 30 DAYS

1st CALL:

T & M HOURLY RATES INCLUDE A ONE (1) HOUR MINIMUM PER CALL. THEN ARE BILLED FIFTEEN (15) MINUTE INCREMENTS THEREAFTER			
LABOR	**UOM**	**PRICE**	**NOTES**
TECHNICIAN, REGULAR HOURS	HR	$70.00	
TECHNICIAN, AFTER HOURS	HR	$105.00	
TECHNICIAN, WEEKENDS AND HOLIDAYS	HR	$105.00	
DESIGN ASSIST TIME	HR	$85.00	
SOFTWARE ENGINEERING SERVICES	HR	$175.00**	Based on ESI's Professional Services Group (PSG) Rate-
LABOR PERFORMED OUTSIDE THE SCOPE OF THIS CONTRACT	HR	$85.00	

MATERIALS (COST PLUS or LIST MINUS) ***Contractor shall use whichever pricing is most advantageous to the County at time of purchase**	**COST PLUS %**	**LIST MINUS %**
IDENTIV PARTS		33%
NON-IDENTIV PARTS	30%	

ALARM SERVICES	UOM	PRICE	NOTES
24/7 ALARM MONITORING FEE PER ACCOUNT	MONTHLY	$20.00	
FLAT RATE REPAIR OF MOTHER BOARDS, M2, M8, M16, MX2, MX4, MX8, MX16	PER COMPONENT		Repairs require an estimate from Identiv-Hirsch

SOFTWARE	COST PLUS %	
ANNUAL SOFTWARE SUPPORT AGREEMENT MARK-UP NTE 2% or $500 (not to exceed $500)	COST PLUS NTE 2%	**AGREE**

OTHER SERVICES	UOM	PRICE
TRAINING	HR	$105.00

EXHIBIT B

SCOPE OF WORK

INTENT:

The intent of this contract is to obtain services to perform factory authorized card access device repair, upgrades, and installation and monitoring of new or existing hardware and software for Identiv Velocity Series 3.6 and higher client enterprise software/server and related systems

Other County departments may use this contract, however; if installing devices that will communicate with the County Velocity server, work must be approved or performed through the Facilities management department. Facilities Management Department/security services are not responsible for financial payments or invoicing for services requested by other County agencies. All work will be completed as Time & Material (T&M) work or Project work. T&M and Project work thresholds will apply as outlined below.

SCOPE OF SERVICES:

1.1 Contractor shall work mainly with the Maricopa County Facilities Management Department (FMD) to perform work.

1.2 The Scope of Work for this Contract may consist of work which will include but is not limited to the following systems: the Identiv Velocity system; electric lock hardware, door switches, motion detectors, card readers, electronic photo identification badging systems, readers on applicable elevator systems, and wiring (i.e., detection/signal circuit, door hardware devices). Further work may include upgrades of all security control devices, ancillary components, and software as needed.

1.2.1 Repairs may be performed under a Time and Material and include all profit, overhead and project coordination.

1.2.2 New Installations may be performed under a Time and Material basis and include all profit, overhead, and project coordination.

1.2.3 The Contractor shall also monitor remote alarm signals which are already installed and outlined in Exhibit D “MONITORED SITES”. **No sites shall be added without prior written approval of the Office of Procurement Services.**

1.3 Work outside the scope includes but is not limited to: running electrical power to a new panel or device, and modifying a door jamb to accept releasing devices, or work unrelated to performance of a card access system.

1.4 CURRENT CARD READER SYSTEM DESCRIPTION:

1.4.1 The Identiv Electronics Velocity Series 3.6 and higher Security Information Management System is currently installed at Maricopa County departments. Identiv’s Velocity Security Management System delivers a broad range of security management features utilized by Building Security, Facility Management and Security personnel. Velocity seamlessly integrates access control, photo ID badging, smart cards, biometrics, and interoperability with other building and business systems. From a single door application to an enterprise-class system connecting hundreds of doors for thousands of users.

1.4.2 Equipment which will be maintained in whole or in part includes (An approximate of the current configuration as of June 2018)*:

Count	Equipment
847	Control Panels consisting of M2, MX2, M8, MX8 and M16 model controllers with various configurations utilizing SNIB, SNIB2, AEM's

	and/or REM's and Expansion Memory Boards
4095	Proximity Card Readers
3495	Doors with peripheral hardware (Door contacts, REX, Electric Locking Device, etc.)
36	Workstations
3	Dye Sublimation Card Printers

*Please note these are subject to change through the life of the contract.

1.5 CONTRACTOR REQUIREMENTS:

1.5.1 Contractor shall be a factory authorized Identiv Velocity systems distributor through the life of this contract, contractor shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide notice of such change to Maricopa County, within two (2) business days of receipt, if they receive notice of suspension, cancellation, or expiration.

1.5.2 Contractor shall currently employ at least five (5) local technical staff currently certified as Identiv Velocity technicians, each with more than three (3) years of experience in card access systems or similar work.

1.5.3 Display proof of ownership of a minimum of five (5) service vehicles which are sufficiently stocked to perform a wide variety of jobs which may be required under this scope of work and which shall be inspected by the County prior to award.

1.5.4 TECHNICAL SUPPORT:

1.5.4.1 Contractor should have the ability to provide help desk support and troubleshooting over the phone 24/7/365.

1.5.4.2 Contractor shall provide in-depth specialized help with any Hirsch problems that may arise.

1.5.4.3 Contractors shall be able to support all editions of the systems. Contractors shall provide round the clock technical support and shall propose in their bid response, procedures and a priority list to handle County service requests.

1.5.4.4 All testing and inspections will be performed by a Certified Identiv Software Technician.

1.6 SYSTEM UPGRADES:

1.6.1 The software system may require updating to a software that is newer and offers advanced capabilities and accomplishes operational goals more effectively. Should the County exercise this option, the Contractor(s) shall be notified and shall respond with a written scope of work and fixed price quote for such upgrade. Any upgrade offered MUST be factory authorized and sourced. At the time of upgrade the County might request a copy of software and its configuration.

1.6.2 The Contractor agrees to arrange all new software licenses as stipulated by the supplier. The Contractor also agrees to supply the County appropriate software maintenance quotes for full support and maintenance of all system software as available from the supplier, as requested. The administrative mark-up of all software licenses and maintenance agreements shall be included in the price schedule.

1.7 ALARM MONITORING:

Exhibit D "MONITORED SITES", contains all locations identified throughout Maricopa County with various sites to be monitored and serviced. Procedures shall be established in conjunction with Facilities Management and are subject to change through the life of this contract upon mutual approval of both parties.

1.8 TIME AND MATERIALS WORK AND PROJECT WORK:

1.8.1 **Time and Materials Work:**

1.8.1.1 Cost estimates for work may be requested from Contractors by County Project Managers which will not constitute a firm fixed quote. Estimated work with costs below **$15,000** may be performed either as Time and Material (T&M) work or may, at the County's option, be bid as among the Contractors awarded in the contract. The County reserves the right to adjust the **$15,000** Time and Materials (T&M) threshold if deemed in the County's best interest. Time and Materials (T&M) hourly labor rates shall include all overhead, profit, and coordination time.

1.8.1.2 Regardless of value, Repairs may be completed under T&M work except when it is deemed in the County's best interest to bid.

1.8.1.3 All T&M work shall only require the County to issue a work order/project number to a Contractor as Authorization to Proceed. The work order/project numbers shall be included on the vendor invoice.

1.8.2 **Project Work:**

1.8.2.1 Project work shall be work that has been planned in advance and has estimated costs in excess of **$15,000**. The County reserves the right to adjust the **$15,000** project threshold if deemed in the County's best interest.

1.8.2.2 Project Work estimated to be in excess of **$15,000** may be bid as follows:

1.8.2.3 Each of the contractors awarded this contract shall be provided a request for bid containing a general Scope of Work. Contractor bid responses shall be inclusive of all costs required to perform the work as outlined by the Scope of Work (i.e. all necessary labor, materials, shipping, rentals, tools, sub-contractors, permits, project coordination, consumables, sales taxes (as a separate line item), overhead, profit and mark-up etc.). As such, each contractor MUST submit a response, with award being made to the lowest responsive and responsible, response, excluding taxes, for the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this contract. After site review of the project, all contractors listed on this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or marked as "No Bid".

1.8.2.4 Contractors who have submitted a "No Bid" or declined project work a minimum of three times during any six-month period will be removed from the list of bidders for project work for the remaining period of this contract. A contractor removed from the list may request to be returned to the list. The County has the sole discretion to return the contractor to the list but is under no obligation or requirement to do so.

1.8.2.5 If there is only a single response to a request for project quote, the County may choose to negotiate with the responding contractor. The responding contractor

shall be required to submit all back-up documentation (line item material costs, labor hours with rates, etc.) to the FMD Project Manager within three (3) days of a request. This documentation shall include all sub-contractor documentation. If an agreement cannot be reached between the County and the Contactor, either party may terminate the discussions and the County may seek to re-bid and/or deliver the project through other procurement options.

1.8.2.6 Upon project completion, closeout packages will contain the following documents: warranty letters, product list, operation and maintenance manuals, vendor list, etc.; and shall be requested by the County in the project bid.

1.9 ALLOWABLE PASS-THRU COSTS UNDER TIME AND MATERIALS WORK (WITH MARK-UP):

1.9.1 The following fees will be allowed a **five percent (5%)** administrative mark-up. Supporting documents for any allowable pass-thru cost shall accompany each final invoice. All pass-thru supporting documents must be itemized for labor, materials, and taxes.

1.9.2 EQUIPMENT AND TOOL RENTALS: Pricing for Equipment outlined on Attachment A will be charged at the rate specified in the bidder response with NO MARK-UP. Other tools or equipment rented or charged on a per use basis by Contractors while conducting County business shall be approved by the County in advance of work being performed. If applicable, Equipment Operator hourly rates as provided by the Contractor ~~bid~~ **initial solicitation** response pricing, shall apply to both owned and rented equipment operated by the Contractor. Operating costs for rented equipment which include a condition that equipment only be operated by an employee of the rental company are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the Contractor and invoiced to the County. Authorized rentals which not listed on Attachment A shall be paid for by the Contractor and invoiced to the County with mark-up.

1.9.3 PERMITS: Any permits related to the performance of County work shall be obtained by the Contractor. Permit costs shall be paid by the Contractor and invoiced to the County with mark-up.

1.9.4 DUMP FEES: Any dump fees incurred by the Contractor related to work performed for the County shall be paid by the Contractor and invoiced to the County with mark-up.

1.9.5 SUB-CONTRACTOR FEES: Sub-contractor fees will be allowed a five percent (5%) administrative mark-up only when a prime contractor is performing work under the original Scope of Work in this contract AND only when the work is not listed on Attachment A PRICING. Sub-contractor fees are an allowable pass-thru cost with NO MARK-UP when contractor performs T&M work either as a General Contractor or under one of the disciplines listed in Attachment A PRICING.

1.10 TIME AND MATERIALS CONSUMABLES CHARGE ALLOWED:

Contractor(s) must provide, all equipment, consumable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time consumables charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25.00 limit, will be provided at the contractor's own expense.

1.11 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished at no cost to the County.

1.12 ABESTOS ABATEMENT:

1.12.1 Contractor shall notify the County immediately of any concerns regarding asbestos or other hazardous conditions.

1.12.2 Any asbestos or other hazardous conditions discovered on the site that would impact the repairs must be abated through a licensed asbestos abatement contractor providing air quality and disposal certificates. This subcontracting can be coordinated either by the contractor or the County.

1.12.3 The Contractor, if certified to handle asbestos containing materials including: sampling, removal, abatement, and disposal, must submit proof of such with bid package.

EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

1.1 REGULAR HOURS are between the hours of 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS are between the hours of 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime on a Saturday or a Sunday.

1.4 HOLIDAYS are County holidays.

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 AM to 3:00 PM weekdays except for County holidays.

2.0 BEGINING OF WORK:

2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt via phone or email.

2.2 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.

2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 PM. The Contractor will be required to begin work by 8:00 AM the following day.

2.4 Contractors shall respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

One-time trip charges of $50.00 (one per work order) are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

4.0 DEAD END CHARGE:

If the contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 CONTRACTOR REQUIREMENTS:

5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.

5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.

5.4 Contractors must have a facility sufficient to support the work contemplated by this contract within 50 miles of 401 W Jefferson St, Phoenix AZ 85003.

5.5 The County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.

5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.

5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.

5.8 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

- Shirt/blouse
- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety

rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 BUILDING ACCESS:

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 WARRANTY:

7.1 Service and/or Repair Warranty:

The Warranty shall cover all parts and labor for a period of ninety (90) days from formal acceptance by the County. Any manufacturer warranty beyond ninety (90) days shall be passed on to the County.

7.2 Project and/or New Installation Warranty:

The Warranty shall cover all parts and labor for a period of one (1) year from formal acceptance by the County. Any manufacturer warranty beyond one (1) year shall be passed on to the County.

8.0 CANCELLATION COST:

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

9.0 SALVAGE:

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of contractor's salvaged materials is not permitted.

10.0 DELIVERY:

10.1 Delivery shall be made to the County no later than 3:00 PM on the seventh (7^{th}) calendar day after order is received.

10.2 Exceptions to delivery schedule will be special order items that must be identified to the County.

10.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.

10.4 Delivery will be made to the following address:

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 AM – 3:00 PM

11.0 FACILITIES MANAGEMENT INVOICES AND PAYMENTS:

11.1 Payment terms shall be calculated based on the date a properly completed invoice is received by the County.

11.2 Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.

11.3 Invoices should contain all of the following information at a minimum:

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building name and building number
- County purchase order number
- Contract or BidSync agreement number
- Maximo (Facilities Management) work order number
- Invoice number and date
- Date of service or delivery (for Project work: use “Completion date”)
- Description of services performed
- Line item description of parts and materials (Time and Materials work)
- Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
- Total amount due with tax amounts separated (Time and Materials work).
  *On a separate line, clearly indicate the tax rate being applied
- Payment Terms as stated in the agreement

11.4 Questions regarding billing or invoicing shall be directed to the email address below.

11.5 Invoices shall be e-mailed to: **FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

11.6 If invoices cannot be e-mailed, send by mail to:

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson
Phoenix, Arizona 85003

11.7 Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site. **http://www.maricopa.gov/Finance/Vendors.aspx**

11.8 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

EXHIBIT D

MONITORED SITES

Location Name	Address	City	State	Zip Code
SOUTHWEST JUSTICE CENTER	10420 W. VAN BUREN ST	AVONDALE	AZ	85323
MESA FLOOD CONTROL	5211 E MAIN STREET	MESA	AZ	85205
NORTH FLOOD YARD	9601 NORTH 21ST DRIVE	PHOENIX	AZ	85021
WIC 48TH ST.	2737 W. SOUTHERN AVE.	TEMPE	AZ	85282
SUNNYSLOPE WIC	8828 N CENTRAL AVE	PHOENIX	AZ	85020
MESA WIC	430 N DOBSON RD STE 111	MESA	AZ	85201
VITAL RECORDS GREENFIELD	4419 E MAIN ST STE 105	MESA	AZ	85205
CHANDLER WIC	3002 N ARIZONA AVE STE 113	CHANDLER	AZ	85225
GLENDALE WIC	5141 W LAMAR RD	GLENDALE	AZ	85301
ST MARYS WIC	3003 W THOMAS RD	PHOENIX	AZ	85012
BAYWOOD WIC	6641 E BAYWOOD AVE, BLDG C	MESA	AZ	85206
VITAL RECORDS 16TH ST	3221 N 16TH ST STE 100	PHOENIX	AZ	85016
LUHRS BUILDING	11 W JEFFERSON	PHOENIX	AZ	85003
ANIMAL CONTROL-WEST SIDE	2500 S 27TH AVE	PHOENIX	AZ	85009
ANIMAL CONTROL-EAST SIDE	2630 W RIO SALADO PARKWAY	MESA	AZ	85201
SOUTH PHOENIX HEALTHY START	3230 E. BROADWAY RD. STE# 200	PHOENIX	AZ	85040
AIR QUALITY RECEPTION	1001 N CENTRAL AVE WEST STE 125	PHOENIX	AZ	85004
NORTH FLOOD YARD	9601 N 21ST DR	PHOENIX	AZ	85021
AIR QUALITY	2145 S 11TH AVE STE 170	PHOENIX	AZ	85007
IMPOUND BUILDING	3465 W DURANGO	PHOENIX	AZ	85009
MCSO-BUCKEYE HILLS SHOOTING RANGE	26900 W BUCKEYE HILLS DR	BUCKEYE	AZ	85326
MESA YARD	5211 E MAIN ST	MESA	AZ	85213
MC VITAL RECORDS / IMMUNIZATION	1850 N. 95TH AVE / SUITES 182 & 184	PHOENIX	AZ	85037
MC ENVIRONMENTAL SERVICES FACILITY	106 E BASELINE ROAD	MESA	AZ	85210
MCDOT WAREHOUSE	2222 S 27TH AVENUE	PHOENIX	AZ	85009
MC COMMUNICATIONS BUILDING 1511	3324 W GIBSON LANE	PHOENIX	AZ	85009
MC VITAL RECORDS DUNLAP	2423 W DUNLAP	PHOENIX	AZ	85021

ENTERPRISE SECURITY, INC., 1060 N TUSTIN AVE, ANAHEIM, CA 92807

PRICING SHEET: NIGP CODE 99022

Terms:	NET 30
Vendor Number:	VC0000004318
Certificates of Insurance	Required
Contract Period:	To cover the period ending **May 31, 2021.**

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jack Fitchett, Management Analyst
Co-Submitter:	Sarah Langley
Co-Submitter:	Sarah Langley
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Approval: 2020 Intergovernmental Priorities.

STAFF RECOMMENDED ACTION:

Staff recommends approving the revised 2020 intergovernmental priorities.

Executive Summary:

Adoption of the 2020 Intergovernmental Priorities will provide Staff, State Lobbyist Todd Madeksza, and Federal Lobbyist Bob Holmes with substantive direction to guide their work through the 2020 legislative session. The 2020 Intergovernmental Priorities are divided into State and Federal priorities.

A draft version of the 2020 Intergovernmental Priorities was presented to Council on November 19, 2019. The attached documents represent revised versions of the 2020 state and federal intergovernmental priorities. Please note that highlighted text represents changes made from the version presented on November 19, 2019.

Financial Impact:

-

Policy Impact:

-

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

Connection to Council Goals:

- Economic Development
- Affordable Housing
- Social Justice
- Transportation and other public infrastructure
- Climate change
- Environmental & Natural Resources

Connection to Priority Based Budgeting Results:

- Safe & Healthy Community
- Inclusive & Engaged Community
- Sustainable, Innovative Infrastructure
- Robust, Resilient Economy
- Livable Community
- Environmental Stewardship

Previous Council Decision on This:

On February 7th, 2019, the City Council agreed upon its 2019 – 2021 State Legislative Priorities. On January 17, 2017, the City Council approved its Federal Legislative Priorities. On November 19, 2019, the City Council gave feedback on the draft 2020 State and Federal Intergovernmental Priorities.

Attachments: Federal Priorities
State Agenda & Priorities

2020 City of Flagstaff Federal Legislative Agenda

ECONOMY

- **Rio de Flag Flood Control Project -** Fully fund this important community project at $52 million that will remove more than half of the City's residents, as well as the downtown and NAU areas, from the flood plain and protect $1 billion or more in property assets, as well as encourage future economic development in the Historic Downtown and Southside areas.

TRANSPORTATION & INFASTRUCTURE

- **Flagstaff Airport** – Advocate for funding for projects included in the Flagstaff Airport five-year Capital Improvement Program.
- **Gasoline Tax -** Advocate for an increase in the gasoline tax in order to help fund transportation improvements.
- **4th Street Project** – Advocate for $15.8 million BUILD grant for the Fourth Street Complete Street Corridor Project.
- **Amtrak** – Promote funding and infrastructure renewal for long-distance passenger train services as a generator of economic development for municipalities located in the I-40 corridor.

COMMUNITY INFRASTRUCTURE

- **Affordable Housing** – Support legislative action to ensure full funding of Public Housing, Section 8 Housing Choice Voucher Program and the Community Development Block Grant program.
- **Immigration Reform –** Advocate for Deferred Action for Childhood Arrivals (DACA) and other federal immigration policies that help keep familiarizes together while supporting their higher education goals.

ENVIRONMENT

- **Ensure Public Health Near Uranium Mining Sites** - Support H.R. 1373 in preventing uranium mining in areas surrounding Grand Canyon National Park and strengthen the laws, regulations and policies that govern uranium mining to ensure protection for public health and safety.
- **Strengthen Uranium Transport Standards** – Urge Arizona Department of Transportation and/or United States Department of Transportation to strengthen uranium transport standards to reduce the possibility of contamination.
- **Flagstaff Watershed Protection Project** – Leverage City voter approved Flagstaff Watershed Protection Project (FWPP) funding with federal dollars to maximize investments in community and watershed protection and forest health; $8.5M is required to complete FWPP. Additionally, ensure that resources and funding continue to flow to important regional projects such as the Four Forests Restoration Initiative (4FRI), NAU's Ecological Restoration Institute (ERI) and USFS forest products modernization efforts.
- **Carbon Fee & Dividend Legislation** – Urge the federal government to pass carbon fee and dividend legislation in support of climate change mitigation.
- **Transfer of Federal Jurisdictions:** Oppose the transfer of federal lands to state or municipal governments unless funding has also been provided to effectively manage those lands. Additionally, support the clarification of jurisdictional authorities over Waters of the United States as well as the opportunity to provide consistent state-run protection of Arizona's waters.

2020 CITY OF FLAGSTAFF STATE LEGISLATIVE AGENDA

MUNICIPAL PRINCIPLES OVERVIEW

- **Preserve Local Decision-making** – Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.
- **Preserve Existing Revenue Sources** –Support legislation that preserves or enhances existing revenue sources and oppose proposals that reduce or restrict the use of existing revenues.
- **Maintain Flexibility in Service Delivery** –Support legislation that enables the City to provide services desired by residents and oppose legislative attempts to require additional services without providing the revenue necessary to fund the services.
- **Preserve Local Investments** –Support proposals that protect the City's investment in infrastructure, capital, enterprises, proactive forest health and restoration, and partnerships for Rio De Flag funding.

PLANNING AND GROWTH

- **Economic Development** – Support legislation that will enhance the City's economic development conditions; provide infrastructure to attract economic development, increase sustainable housing and strengthen the City's workforce.
- **Colleges & Universities:** Advocate for state funding and legislation that supports colleges and universities.
- **Land Use Planning** – Preserve local decision-making to set land use and development policies, allowing the City to continue to provide opportunities for citizen-driven planning while monitoring any legislation that may impact local planning authority.
- **Local Water Decisions** – Support proposals that strengthen the City's water management strategies and oppose those that lessen the ability of the City to proactively manage its water resources.
- **Statewide Water Management** – Support proposals that improve the state's management of the Colorado River water and groundwater and protect local groundwater for municipal stakeholders and municipal water users. Support local and state control of waters unique to Arizona and advocate for a Waters of Arizona definition.

INFRASTRUCTURE/TRANSPORTATION

- **Highway User Revenue Fund** – Support legislation that strengthens funding to the City and oppose policies that deplete City resources for road maintenance and infrastructure.
- **Aviation –** Support legislation that maintains necessary funding for city airports. Secure and maintain a greater and more consistent fuel supply.
- **Regional Transportation Funding, Projects, and Planning** – Support efforts to further develop and maintain the Northern Arizona regional freeway system and City-endorsed transit projects.

PUBLIC SAFETY & WELFARE

- **Weapons** – Oppose legislation that limits local decision-making in regulating weapons in publicly accessible building.
- **Emergency Response** – Support legislation that preserves and enhances the ability of the City to strategically plan for and respond to emergencies.

FISCAL POLICY/REVENUES/TAXES

- **Revenues** –Protect and recover state shared revenues.
- **Unfunded Mandates** – Support legislation that limits state unfunded mandates and that will enhance further fiscal analysis, prior to imposing state mandates on local governments.
- **Taxes** –Monitor policies that would restructure sales, property and income taxes and be vigilant of shifting tax burdens that would result from proposed changes.
- **Senate Bill 1487:** Repeal SB 1487, which allows for State Legislatures to file complaints that would potentially withhold state shared revenues and diminish local authority by circumventing the constitutional protections of due process.

LOCAL OPERATIONS

- **Dark Sky Community** – Support legislation that preserves and protects dark sky communities.
- **Elections** – Support legislation that maintains local decision-making for elections administration and protecting voter rights.
- **Supporting Partnerships** – Monitor and consider support for policies that favorably affect and adequately fund the City's municipal, educational and economic development partners.

2020 CITY OF FLAGTAFF STATE LEGISLATIVE PRIORITIES

SPECIFIC AREAS OF FOCUS FOR 2020 SESSION

List order is not indicative of priority level:

- **Short- Term / Vacation Rentals:** Support legislation in conjunction with stakeholders to allow for local regulations over investor-owned residential properties used as short-term /vacation rentals. Ensure fairness between hotels, motels, and short-term /vacation rentals.

- **State Shared Revenues:** Oppose new legislation that would further divert shared revenues, especially due to citizen initiatives. Support legislation that will protect and recover state shared revenues to municipalities.

- **Forest Health:** Advocate for investing in forest health treatments on state-owned land in the Flagstaff region.

- **State Highway Funds:** Advocate for additional funding to the Arizona Department of Transportation to plan, build and maintain projects that affect Northern Arizona.

- **Social Service Providers:** Advocate for 100% funding from the state legislature to fully fund and reimburse all social service providers.

- **Aquifer Protection Permits:** Urge ADEQ to require mine specific aquifer protection permits rather than general aquifer protection permits.

- **Emergency Response:** Support legislation preserving and enhancing the ability of the City to strategically plan for and respond to emergencies protecting the citizens, visitors, assets and natural resources.

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Richardson, Operations Manager
Co-Submitter:	Emily Markel
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Approval of Contract: Approve the purchase of an 800 HPR High-Pressure Sewer Cleaner and a JAJ-600WH Workhorse Easement Machine through a cooperative purchase contract between Sourcewell and Sewer Equipment of America and its Arizona Distributor Arizona Wastewater Industries in the amount of $373,092 plus fees.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of an 800 HPR High Pressure Sewer Cleaner and a JAJ-600WH Workhorse Easement Machine through a cooperative purchase contract with Sewer Equipment of America through their Arizona Distributor Arizona Wastewater Industries through the Sourcewell cooperative purchase Contract No. 122017-SCA for $373,092 plus any additional fees; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Flagstaff Water Services operates and maintains over 280 miles of sanitary sewer and 7,662 manholes. Wastewater Collection Section currently utilizes three hydro/vac combo trucks to perform most of the preventative cleaning in the system. We would be replacing the oldest of the Combo Trucks with a smaller High-Pressure Sewer cleaner and an easement machine due to the number of difficult easements we currently access. The Easement Machine will allow access into tight areas for longer distances without the need to manually pull the hose. This purchase would be for two crucial pieces of equipment for the Wastewater Collection Section.

Financial Impact:

The replacement of S4015 was budgeted for FY 2019-20 under Account 203-08-313-1132-0-4401 for $375,000, any additional overages due to cover ancillary expenses, fees and taxes will be covered from Account 203-08-313-1134-0-4237.

Policy Impact:

None

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

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to server all population, area, and demographics.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve this Cooperative Purchase Contract with AZ Wastewater Industries through the Sourcewell cooperative purchase contract No. 122017-SCA with Sewer Equipment Company of America; or
2. Forego the purchase of the new Truck Mounted High Pressure Sewer Cleaner and Easement Machine and require that the City continue to use the existing equipment and vehicle (S4015).

Background/History:

Part of getting a long and useful life in the wastewater collection system (sewer) is proper maintenance and operation of the system. Wastewater Collection crews use specialized equipment to inspect, maintain, and clean the miles of gravity sewer. Older sections of the collection system require more frequent cleaning and repair to help reduce roots and sediment buildup that can cause blockages which result in Sanitary Sewer Overflow (SSO).

For the last fifteen years, the City of Flagstaff has been using three large Hydro / Vacuum Combo trucks along with a rodder type truck to keep the system clean. The oldest of the Hydro / Vac Combo truck is being replaced with a smaller High-Pressure Sewer Cleaner and easement machine to access the many easements and cross-country runs that the Wastewater Collection Section maintains. This adjustment in the type of equipment will provide a more versatile piece of equipment better suited for narrow tight alleys and easement.

Key Considerations:

- The existing Truck S4015 is 15 years old with over 8,200 hours of use and needs major overhaul if not replaced.
- The new truck and easement machine are smaller and more versatile to fit in the tight alleys and easements.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

The equipment is used on a regular basis to maintain the wastewater collection system throughout the City of Flagstaff to perform preventative maintenance.

Community Involvement:

None

Expanded Options and Alternatives:
None

Attachments:
Exhibit A Quote 4772 Sourcewell Truck Moubntred Jetter
Exhibit A Quote 14774 Sourcewell Easement Machine
Exhibit B Rep for Sewer Equipment
Exhibit B RFP and Addendum - Sewer Vac 122017.11
Exhibit B Sewer Equipment Contract 122017
Sole Source
Cooperative Contract
High Pressure Sewer Cleaner
Easement Machine Brochure
Specification for City of Flagstaff
S4015 Hydro / Vac Combo Truck

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**14772**
Quote Date	11/21/2019
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Desitnation
Prices Good For	120 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

Item	Item Description	Qty	Unit Cost	Total
800-HPR	Truck Mounted High Pressure Sewer Cleaner Body (per the attached Sourcewell contract #122017-SCA)	1	204,459.00	204,459.00T
Discount-Sales	Less 3% Sourcewell Discount		-3.00%	-6,133.77
Chassis	2021 Freightliner M2 106, Cummins B6.7 250 HP Engine, Allison 3000 RDS Auto Transmission	1	74,395.00	74,395.00T
Freight Charge	Freight/Delivery Charges		3,000.00	3,000.00

As always, it's a pleasure doing business with you!

Subtotal	$275,720.23
Sales Tax (8.6%)	$23,453.94
Total	**$299,174.17**

Signature _____

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**14773**
Quote Date	11/21/2019
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Destination
Prices Good For	120 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

Item	Item Description	Qty	Unit Cost	Total
	Optional Items for Quote #14773. Below Prices Reflect the 3% Sourcewell Discount. List price in [ ].			
Option	Upgrade to 2000 Gallon Duraprolene Water Tank Capacity with 10 Year Warranty (requires below chassis modification) [$6,033.00]	1	5,852.01	5,852.01T
Option	Upgrade to 18K Front Axle and 26k Rear Axle [$6,185.00]	1	5,999.45	5,999.45T
Option	Automatic Fill/Shut Off System [$1,650.00]	1	1,600.50	1,600.50T
Option	Upgrade to 80 GPM @ 2000 PSI Water Pump [$9,423.00]	1	9,140.31	9,140.31T
Option	Upgrade to 80 GPM @ 2500 PSI Water Pump [$10,532.00]	1	10,216.04	10,216.04T
Option	Upgrade to 55 GPM @ 3000 PSI Water Pump [$8,571.00]	1	8,313.87	8,313.87T
Option	Biodegradable Hydraulic Oil in lieu of Standard [$561.00]	1	544.17	544.17T
Option	Upgrade to 1000' Hose Reel Capacity in lieu of Standard [$2,670.00]	1	2,589.90	2,589.90T

As always, it's a pleasure doing business with you!

Subtotal	
Sales Tax (8.6%)	
Total	

Signature _____

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**14773**
Quote Date	11/21/2019
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Destination
Prices Good For	120 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

Item	Item Description	Qty	Unit Cost	Total
Option	Hydraulic Powered Rotating Hose Reel in lieu of Manual [$6,143.00]	1	5,958.71	5,958.71T
Option	Automatic Levelwind with Hydraulic Up/Down in lieu of Manual [$6,817.00]	1	6,612.49	6,612.49T
Option	Footage Meter on Levelwind in lieu of Reel (not avail with ALW) [$809.00]	1	784.73	784.73T
Option	Wired Master Pendant Control with 35' Cord in lieu of Wireless [$4,065.00]	1	-3,283.00	-3,283.00T
Option	Upgrade to Aluminum Rear Shroud in lieu of Steel [$11,802.00]	1	11,447.94	11,447.94T
Option	(5) Steel Tool Boxes in lieu of (5) Aluminum Tool Boxes [$5,275.00]	1	-443.00	-443.00T
Option	Additional (3) Paper Manuals [$81.00]	3	78.57333	235.72T
Option	Smart Cutter Kit, 1" with Saws and Skids for 4"-15" Pipe [$3,840.00]	1	3,724.80	3,724.80T

As always, it's a pleasure doing business with you!

Subtotal	$69,294.64
Sales Tax (8.6%)	$5,959.34
Total	**$75,253.98**

Signature _____

AWI
ARIZONA WASTEWATER IND.

3201 W. Virginia Ave, Suite 3 I Phoenix, AZ 85009

p 800-778-9359 I f 480-425-3321

www.azwastewaterindustries.com

Sourcewell Formerly NJPA
Awarded Contract
Contract #122017-SCA

SEWER EQUIPMENT

November 21, 2019

CITY OF FLAGSTAFF QUOTE #14772

800-HPR-ECO Truck Mounted High Pressure Sewer Cleaner

Engine & Pump:
- Giant 65 GPM @ 2000 PSI w/30 Min Run Dry Capability
- Hydrostatic Drive Via. World Trans
- Lighted Nema 4 Control Panel
- Tachometer / Hour Meter
- Air Purge Valve
- Recirculation System
- Painted Steel Shroud Enclosure w/3 Roll-Up Doors
- 80,000 BTU Compartment Heater

Hose Reel & Hose:
- Telescoping & Rotating Safety Reel w/700' Capacity of 1" Hose

Tank & Fill:
- 1500 Gallon Duraprolene™ (Black) Water Tank w/10 Year Warranty
- 2.5" Fill System

Truck:
- Mounting to Approved Chassis
- Mudflaps
- Bumper / Hitch Receiver
- D.O.T. Approved LED Lighting

Accessories:
- 10' Leader Hose
- BB Hose Guide
- Tri-Star (Chisel Point) Nozzle
- DD (High Flow) Nozzle
- Finned Nozzle Extension
- Nozzle Rack
- 25' Fill Hose
- Washdown Gun w/25' Ext. Hose
- Upstream Pulley Guide
- Paper Operator / Owner Manual

BASE UNIT AS OUTLINED ABOVE	**$118,691.00**	1	**$118,691.00**
---------Specify Chassis Details---------	LIST PRICE OF SELECTED OPTIONS:		$85,768.00
FACTORY SUPPLIED CHASSIS	LESS PERCENTAGE DISCOUNT (*enter %* →)	**3%**	$ (6,133.77)
SINGLE AXLE	**NET PRICE OF UNIT:**		**$198,325.23**
	FACTORY SUPPLIED CHASSIS:		$74,395.00
ALLISON AUTOMATIC - 3000RDS	*ESTIMATED FREIGHT:*		$3,000.00
	ESTIMATED TOTAL:		**$275,720.23**

STANDARD OPTIONS:	LIST PRICE	QTY	TOTAL
REAR COMPARTMENT OPTIONS:			
FOOTAGE METER (MOUNTED ON JET HOSE REEL)	$764.00	1	$764.00
DRAIN VALVES FOR WATER PUMP *RECOMMENDED FOR COLD CLIMATES*	$165.00	1	$165.00
HYDRAULIC PRESSURE GAUGE	$319.00	1	$319.00
HYDRAULIC TOOL CIRCUIT (RATED @ 9.5 GPM, SYSTEM ENGAGED VIA MANUAL DIVERTER VALVE AND SUPPLIED W/ PARKER 60 SERIES CONNECTORS	$2,062.00	1	$2,062.00
SEWER HOSE (1" I.D. X 2500 PSI OPERATING PRESSURE) PER FT.	$4.56	600	$2,736.00
WASHDOWN SYSTEM W/50' RETRACTABLE HOSE REEL	$1,350.00	1	$1,350.00
VAPOROOTER SYSTEM: INCLUDES PATENTED ROOT FOAMING SYSTEM W/TOUCH SCREEN CONTROLLER AND AUTOMATIC MIXING SYSTEM FOR AIR, WATER, & FOAMING AGENT	$41,523.00	1	$41,523.00
VAPOROOTER INSTALLATION	$4,371.00	1	$4,371.00
TANK & FILL OPTIONS:			
FILL HOSE STORAGE RACK	$215.00	1	$215.00
ELECTRICAL & LIGHTING:			
ENGINE/WATER PUMP COMPARTMENT LIGHT	$216.00	1	$216.00
LED FLOOD LIGHT (FACTORY STANDARD)	$458.00	4	$1,832.00
LED STROBE LIGHT (FACTORY STANDARD)	$534.00	4	$2,136.00
LED ARROW BOARD (FACTORY STANDARD)	$1,289.00	1	$1,289.00
HAND-HELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT W/STORAGE BRACKET	$341.00	1	$341.00
WIRELESS REMOTE PENDANT CONTROL (WITH HOSE REEL F-N-R CONTROL, THROTTLE UP/DOWN, WATER ON/OFF, AND KILL SWITCH) INCLUDES MANIFOLD HYDRAULICS	$7,348.00	1	$7,348.00
PAINT:			
SHROUD: STANDARD WHITE PAINT •	**Included**	1	
HOSE REEL - UPRIGHT: SEWER BLUE •	**Included**	1	
TRUCK MOUNTING AND TOOL STORAGE OPTIONS:			
AIR PURGE SYSTEM (POWERED VIA CHASSIS)	$1,388.00	1	$1,388.00
REAR GAUGE CLUSTER (VOLTS, WATER TEMP, OIL PRESSURE): OPTION REQUIRES CHASSIS TO BE PROVIDED WITH EITHER A SAE J1939 INTERFACE (MULTIPLEX SYSTEMS) OR ENGINE ACCESS FOR ANALOG GAUGE SENDERS	$1,077.00	1	$1,077.00
STEEL SKIRTING & (5) ALUMINUM TOOLBOXES	$5,718.00	1	$5,718.00
LONG HANDLED TOOL STORAGE (2) 4" TUBES	$312.00	1	$312.00
ROLL-OUT ROOT CUTTER MAINTENANCE BOX	$2,456.00	1	$2,456.00
REAR BACK UP CAMERA W/7 INCH COLOR MONITOR MOUNTED IN CAB	$1,129.00	1	$1,129.00
COMBINATION HEAVY DUTY BALL HITCH (20,000 LBS MAXIMUM LOAD) W/CAB MOUNTED BRAKE CONTROLLER AND 7-PIN RV TYPE RECEPTACLE	$1,098.00	1	$1,098.00

MANUALS & TRAINING:			
ADDITIONAL PAPER OPERATOR'S MANUAL	$81.00	3	$243.00
USB OPERATOR'S MANUAL	$60.00	1	$60.00
FACTORY TRAINING - CUSTOMER LOCATION (1 DAY)	$1,700.00	1	$1,700.00
SPECIAL ITEMS:			
UPGRADE TO (4) FLUSH MOUNT WORK LIGHTS FROM STANDARD	$500.00	1	$500.00
ADD FORWARD FACING DASH CAMERA WITH SD CARD	$500.00	1	$500.00
REAR ROLL UP DOOR INDICATOR LIGHT	$400.00	1	$400.00
SPARE TIRE MOUNTED ON RIM	$750.00	1	$750.00
WIG-WAG LIGHTS MOUNTED ON FRONT/REAR BUMPERS & FRAME RAILS W/ CONTROLLER	$1,770.00	1	$1,770.00
			$0.00
			$0.00
			$0.00
			$0.00

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**14774**
Quote Date	11/21/2019
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Destination
Prices Good For	120 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

Item	Item Description	Qty	Unit Cost	Total
JAJ-600WH	Work Horse Easement Machine with Trailer (per the attached Sourcewell contract #122017-SCA)	1	70,169.00	70,169.00T
Discount-Sales	Less 3% Sourcewell Discount		-3.00%	-2,105.07

As always, it's a pleasure doing business with you!

Subtotal	$68,063.93
Sales Tax (8.6%)	$5,853.50
Total	**$73,917.43**

Signature _____

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**14775**
Quote Date	11/21/2019
Sales Rep.	BLM
Payment Terms	Net 30
F.O.B.	Desitnation
Prices Good For	120 Days

Customer:

City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

Item	Item Description	Qty	Unit Cost	Total
	Optional Items for Quote #14774. Below Prices Reflect the 3% Sourcewell Discount. List price in [ ].			
Option	Automatic Levelwind with Hydraulic Up/Down in lieu of Manual [$5,665.00]	1	5,495.05	5,495.05T
Option	Hydraulic Surge Brakes for Trailer in lieu of Electric [$1,310.00]	1	1,270.70	1,270.70T
Option	Pintle Ring Style Hitch in lieu of 2-5/16" Ball [$250.00]	1	242.50	242.50T
Freight Charge	Freight/Delivery Charges (if unit is not shipped with truck jetter)		3,000.00	3,000.00

As always, it's a pleasure doing business with you!

Subtotal	$10,008.25
Sales Tax (8.6%)	$602.71
Total	**$10,610.96**

Signature _____

AWI
ARIZONA WASTEWATER IND.

3201 W. Virginia Ave, Suite 3 I Phoenix, AZ 85009

p 800-778-9359 I f 480-425-3321

www.azwastewaterindustries.com

Sourcewell Formerly NJPA
Awarded Contract
Contract #122017-SCA

SEWER EQUIPMENT

November 21, 2019

CITY OF FLAGSTAFF QUOTE #14774

JAJ-600WH Work Horse Easement Machine

Power System:
- Gas powered, Hydraulically driven
- Dual Independent Extendable Tracks
- Skid Style steering
- Dual Hydraulic Tool Circuit 5 or 10gpm

Hose Reel:
- Rotating Safety Hose Reel
- 600' x 1" Sewer Hose Capacity
- Pressure Relief Valve
- Hose Reel Variable Speed Control

Features:
- 10' Leader Hose
- Hydraulic Pressure Gauge
- Water Pressure Gauge
- Hour Meter
- (1) Paper Operator Manual

BASE UNIT AS OUTLINED ABOVE	**$56,194.00**	1	**$56,194.00**
LIST PRICE OF SELECTED OPTIONS:			$13,975.00
LESS PERCENTAGE DISCOUNT (*enter %* →)	**3%**	$	(2,105.07)
NET PRICE OF UNIT:			**$68,063.93**
ESTIMATED FREIGHT:			
ESTIMATED TOTAL:			**$68,063.93**

STANDARD OPTIONS:

HOSE REEL / HOSE OPTIONS:	LIST PRICE	QTY	TOTAL
Footage Meter Mounted on Hose Reel	$809.00	1	$809.00
Sewer Hose (1" I.D., 2500 P.S.I. Operating Pressure) Per Ft	$4.56	600	$2,736.00
LIGHTING OPTIONS:			
Flood Light (LED)	$458.00	1	$458.00
Strobe Light (LED)	$415.00	1	$415.00
Handheld Wireless 12V/110V Rechargeable Led Spotlight With Storage Bracket	$341.00	1	$341.00
PAINT:			
HOSE REEL - UPRIGHT: SEWER BLUE	INCLUDED		
MANUALS & TRAINING:			
Additional Paper Operator's Manual	$81.00	1	$81.00
USB Operator's Manual	$60.00	1	$60.00
TRANSPORT TRAILER OPTIONS:			
Trailer - 8' X 12', Tandem Axle, 7000# Gvwr, 5' Fold Down Split Gate W/ Electric Brakes	$5,800.00	1	$5,800.00
Aluminum Toolbox, Tongue Mounted	$947.00	1	$947.00
SPECIAL ITEMS:			
Three (3) 1" nozzles jetted to match 1200' hose (Dual Degree, HW Flusher & Tri-Star Chisel)	$2,328.00	1	$2,328.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Search

FIND YOUR SALES REPRESENTATIVE

MARKET CATEGORY

Municipality

LOCATION

Arizona - AZ

ARIZONA WASTEWATER INDUSTRIES | 800-778-9359

State of Arizona, State of New Mexico and State of Nevada (Clark County Only)

Send a Message

SEWER EQUIPMENT
ADDRESS: 1590 DUTCH ROAD, DIXON, IL 61021
PHONE: 815-835-5566
FAX: 815-284-0453
EMAIL: SALES@SEWEREQUIPMENT.COM

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National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

DECEMBER 21, 2017

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #122017

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 #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 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 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

RFP Timeline

November 16, 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.**
December 5, 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.**
December 13, 2017	**Deadline for RFP questions.**
December 20, 2017 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
December 21, 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Equipment, accessories and supplies for the purpose of cleaning sewer lines, catch basins and storm sewers, such as sewer vacuums, jetters, rodders, and self-propelled or chassis-mounted hydro-excavators; and,

3.17.2 Equipment, accessories and supplies for the purpose of street or parking lot sweeping, such as mechanical, vacuum, air, and high efficiency sweepers.

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 Respondent's proposal may include no more than an incidental offering of trailer or skid-mounted hydro-excavation equipment. Respondent's primary offerings must be the equipment identified in sub-sections 3.17.1 or 3.17.2 above.

3.17.3.2 This solicitation is not intended to include pumps. Such items in a proposal will be considered out of scope.

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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

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

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

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

3.27 [This section is intentionally blank.]

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

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

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

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

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

G. SOLUTIONS-BASED SOLICITATION

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

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

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

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

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's

competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

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

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

I. NJPA'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

4.24.9 Extend proposal due dates.

4 PRICING

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

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $150 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

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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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES 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 #122017

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, 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: _____

CAGE Code/Duns & Bradstreet Number:_____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #122017 _____

_____

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 #122017**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #122017**

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 #122017**

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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

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) Describe the top three market differentiators of your products/services relative to the industry.

20) Identify how your products, services and supplies address the scope of this RFP.

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

County
- Hawaii County
- Kauai County
- Maui County

Municipality
- City and County of Honolulu

Higher Education
- Hawaii Community College
- Honolulu Community College
- University of Hawaii
- University of Hawaii Research Corporation
- Windward Community College

Education (K-12)
- Hanalani Schools
- Kamehameha Schools

Special District
- Hawaii Community Development Authority
- Hawaii Public Housing Authority
- Hawaii Tourism Authority
- Honolulu Authority for Rapid Transportation
- Natural Energy Laboratory of Hawaii Authority

State
- Hawaii Department of Accounting and General Servic
- Hawaii Department of Finance and Administration
- Hawaii Department of Health
- Hawaii Employer-Union Health Benefits Trust Fund
- Hawaii Health Systems Corporation
- State Of Hawaii

Idaho

County
- Ada County
- Adams County
- Bannock County
- Bear Lake County
- Benewah County
- Bingham County
- Blaine County
- Boise County
- Bonner County
- Bonneville County
- Boundary County
- Butte County
- Camas County
- Canyon County
- Caribou County
- Cassia County
- Clark County
- Clearwater County
- Custer County
- Elmore County
- Franklin County
- Fremont County
- Gem County
- Gooding County
- Idaho County
- Jefferson County
- Jerome County
- Kootenai County
- Latah County
- Lemhi County
- Lewis County
- Lincoln County
- Madison County
- Minidoka County
- Nez Perce County
- Oneida County
- Owyhee County
- Payette County
- Power County
- Shoshone County
- Teton County
- Twin Falls County
- Valley County
- Washington County

Municipality
- City of Aberdeen
- City of Albion
- City of American Falls
- City of Ammon
- City of Arco
- City of Arimo
- City of Ashton
- City of Athol
- City of Atomic City
- City of Bancroft
- City of Bellevue
- City of Blackfoot
- City of Bliss
- City of Bloomington
- City of Boise
- City of Bonners Ferry
- City of Bovill
- City of Buhl
- City of Burley
- City of Caldwell
- City of Cambridge
- City of Carey
- City of Cascade
- City of Castleford
- City of Challis
- City of Chubbuck
- City of Clayton
- City of Clifton
- City of Coeur d'Alene
- City of Council
- City of Craigmont
- City of Crouch
- City of Culdesac
- City of Dalton Gardens
- City of Dayton
- City of Deary
- City of Dietrich
- City of Donnelly

Oregon

County
- Baker County
- Benton County
- Central Oregon Intergovernmental Council
- Clackamas County
- Clackamas County Service District No. 1
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane Council of Governments
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Marion County Housing Authority
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

Municipality
- City of Adair Village
- City of Adrian
- City of Albany
- City of Amity
- City of Arlington
- City of Ashland
- City of Astoria
- City of Athena
- City of Aumsville
- City of Aurora
- City of Baker City
- City of Bandon
- City of Banks
- City of Bay City
- City of Beaverton
- City of Bend
- City of Boardman
- City of Brookings
- City of Brownsville
- City of Burns
- City of Canby
- City of Cannon Beach
- City of Canyonville
- City of Carlton
- City of Cascade Locks
- City of Cave Junction
- City of Central Point
- City of Chiloquin
- City of Clatskanie
- City of Coburg
- City of Columbia City
- City of Condon
- City of Coos Bay
- City of Coquille
- City of Cornelius
- City of Corvallis
- City of Cottage Grove
- City of Cove
- City of Creswell
- City of Culver
- City of Dallas
- City of Damascus

South Carolina

County
- Abbeville County
- Aiken County
- Allendale County
- Anderson County
- Bamberg County
- Barnwell County
- Beaufort County
- Berkeley County
- Calhoun County
- Catawba Regional Council of Governments
- Central Midlands Council of Governments
- Charleston County
- Cherokee County
- Chester County
- Chesterfield County
- Clarendon County
- Colleton County
- Darlington County
- Dillon County
- Dorchester County
- Edgefield County
- Fairfield County
- Florence County
- Georgetown County
- Greenville County
- Greenwood County
- Hampton County
- Horry County
- Jasper County
- Kershaw County
- Lancaster County
- Laurens County
- Lee County
- Lexington County
- Lower Savannah Council of Governments
- Marion County
- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County
- Richland County
- Saluda County
- Spartanburg County
- Sumter County
- Union County
- Williamsburg County
- York County

Municipality
- City of Abbeville
- City of Aiken
- City of Anderson
- City of Barnwell
- City of Beaufort
- City of Belton
- City of Bennettsville
- City of Bishopville
- City of Camden
- City of Cayce
- City of Charleston
- City of Chesnee
- City of Chester
- City of Clemson
- City of Clinton
- City of Columbia
- City of Conway
- City of Darlington
- City of Denmark
- City of Dillon
- City of Easley
- City of Florence
- City of Folly Beach
- City of Forest Acres
- City of Fountain Inn
- City of Gaffney
- City of Georgetown
- City of Goose Creek
- City of Greenville
- City of Greenwood
- City of Greer
- City of Hanahan
- City of Hardeeville

Utah

County
- Beaver County
- Box Elder County
- Cache County
- Carbon County
- Daggett County
- Davis County
- Duchesne County
- Duchesne County Special Service District No. 2
- Emery County
- Five County Association of Governments
- Garfield County
- Grand County
- Iron County
- Juab County
- Kane County
- Millard County
- Morgan County
- Piute County
- Rich County
- Salt Lake County
- San Juan County
- Sanpete County
- Sevier County
- Summit County
- Tooele County
- Uintah County
- Utah County
- Wasatch County
- Washington County
- Wayne County
- Weber County

Municipality
- Centerfield City
- City of Alpine City
- City of American Fork
- City of Aurora
- City of Ballard
- City of Beaver
- City of Blanding
- City of Bluffdale
- City of Bountiful
- City of Brigham
- City of Castle Dale
- City of Cedar City
- City of Cedar Hills
- City of Centerville
- City of Clearfield
- City of Clinton
- City of Coalville
- City of Colorado City
- City of Corinne City
- City of Cottonwood Heights
- City of Delta
- City of Draper
- City of Duchesne
- City of East Carbon
- City of Elk Ridge
- City of Elmo
- City of Enoch
- City of Enterprise
- City of Ephraim
- City of Escalante
- City of Eureka
- City of Fairview
- City of Farmington
- City of Farr West
- City of Ferron
- City of Fillmore
- City of Fountain Green
- City of Fruit Heights
- City of Garland
- City of Grantsville
- City of Green River
- City of Gunnison
- City of Harrisville
- City of Heber City
- City of Helper City
- City of Herriman
- City of Highland
- City of Hildale
- City of Holladay
- City of Honeyville
- City of Hooper

Washington

County
- Adams County
- Asotin County
- Benton County
- Chelan County
- Clallam County
- Clark County
- Columbia County
- Cowlitz County
- Douglas County
- Ferry County
- Franklin County
- Garfield County
- Grant County
- Grays Harbor County
- Island County
- Jefferson County
- King County
- King County Directors' Association
- Kitsap County
- Kittitas County
- Klickitat County
- Lewis County
- Lincoln County
- Mason County
- Okanogan County
- Pacific County
- Pend Oreille County
- Pierce County
- San Juan County
- Skagit County
- Skamania County
- Snohomish County
- Spokane County
- Stevens County
- Thurston County
- Thurston Regional Planning Council
- Wahkiakum County
- Walla Walla County
- Whatcom County
- Whitman County
- Yakima County
- Yakima County Public Services
- Yakima Valley Conference of Governments

Municipality
- City of Aberdeen
- City of Airway Heights
- City of Algona
- City of Anacortes
- City of Arlington
- City of Asotin
- City of Auburn
- City of Bainbridge Island
- City of Battle Ground
- City of Bellevue
- City of Bellingham
- City of Benton City
- City of Bingen
- City of Black Diamond
- City of Blaine
- City of Bonney Lake
- City of Bothell
- City of Bremerton
- City of Brewster
- City of Bridgeport
- City of Brier
- City of Buckley
- City of Burien
- City of Burlington
- City of Camas
- City of Carnation
- City of Cashmere
- City of Castle Rock
- City of Centralia
- City of Chehalis
- City of Chelan
- City of Cheney
- City of Chewelah
- City of Clarkston
- City of Cle Elum
- City of Clyde Hill
- City of Colfax
- City of College Place
- 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
Dayville 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 Educatio
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 Cent
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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					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						

ADDENDUM ONE (1)
To that certain
NJPA RFP #122017
Issued by
National Joint Powers Alliance®
For the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

Consider the following to be part of the above-titled RFP: Question and Answer.

QUESTION: Are sewer pipeline inspection cameras within the scope?

> **ANSWER:** Yes, as equipment or an accessory used in the cleaning of sewer lines, sewer pipeline inspection cameras are within the scope of this RFP.

Acknowledgment of Addendum One (1) to RFP 122017 emailed on December 7, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Sewer Equipment Co. of America

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: [signature] **Date:** 12/15/17

NJPA's clarification on exceptions listed above:

No exceptions taken.

Review and Approved:

2/6/18

NJPA Legal Department

Contract Award
RFP #122017

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, 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: Sewer Equipment Company of America Date: 12/13/17

Company Address: 1590 Dutch Rd

City: Dixon State: IL Zip: 61021

CAGE Code/Duns & Bradstreet Number: GLENVIEW-64138

Contact Person: Shawn Bondele Title: Inside Sales Manager

Authorized Signature: Shawn Bondele
(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 #: 122017-SCA

Proposer's full legal name: Sewer Equipment Company of America

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 February 20, 2018 and will expire on February 20, 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 February 19, 2018

NJPA Contract # 122017-SCA

Vendor Authorized Signatures:

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

Vendor Name Sewer Equipment Co. of America

Authorized Signatory's Title Inside Sales Manager

VENDOR AUTHORIZED SIGNATURE

Shawn Bondele
(NAME PRINTED OR TYPED)

Executed on 2/20, 2018

NJPA Contract # 122017-SCA

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: Sewer Equipment Co. of America

Address: 1590 Dutch Rd

City/State/Zip: Dixon, IL 61021

Telephone Number: 815-835-5623

E-mail Address: Shawnbondele @ Sewerequipment-com

Authorized Signature: [signature]

Authorized Name (printed): Shawn Bondele

Title: Inside Sales Manager

Date: 12/15/17

Notarized

OFFICIAL SEAL
BECKIE J KOCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/13/18

Subscribed and sworn to before me this 15th day of December, 2017

Notary Public in and for the County of Carroll State of Illinois

My commission expires: 05/13/2018

Signature: Beckie J. Koch

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Sewer Equipment Company of America

Questionnaire completed by: Tom Hochmuth

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? 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?. See supporting document: **20** Rental

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.

   Sewer Equipment Company handles all contract administration and order entry functions with NJPA. Our dealer network is a very important part of this proposal, as they present the NJPA opportunity to end user customers. They accept purchase orders from their end user customers as they customarily would with any order, and in turn enter a dealer purchase order with Sewer Equipment Company. The end user purchase order must be submitted to us along with the distributor PO in order to confirm the proper NJPA admin fee. All of our dealers are a part of the network, and will provide a list of said dealers to NJPA if necessary.

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?

   Not at this time

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.

   See supporting documents: 21a and 21c

   - Do your warranties cover all products, parts, and labor? Standard wear items are excluded as detailed in the attached warranty statements.
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Big equipment has a 12 month/2000hr limit. The hour limits intent is to protect us from extreme usage by contractors, and no municipal claim has ever been excluded due to excess hours.
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Sewer Equipment covers 3 hours of travel time with the idea that our distributors typically combine warranty service trips with other business. Distributors absorb additional costs. In summary, municipal customers do not see charges for 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?

As previously stated, our equipment is simple and non-proprietary in nature. It is not unusual for us to issue warranty reimbursement directly to a city that uses their own technicians for a repair or to partner with a local third party repair shop of the city's choosing.

- 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? Yes we do. The exception is auxiliary engines and chassis from manufacturers such as Caterpillar, Ford, Freightliner, Kenworth, etc which are serviced by their respective, local warranty centers. We are available to facilitate claims with these third parties if the customer desires our assistance. Also, we do recognize warranties that exceed ours on items such as Caterpillar engines that are covered for 2yrs/2000hrs.
- What are your proposed exchange and return programs and policies? No exchange or restocking charges will be applied on parts and nozzles purchased on the contract. The customer is responsible for return freight assuming the situation was not precipitated by a Sewer Equipment error.

6) Describe any service contract options for the items included in your proposal. We do offer on site service contracts that can cover both our module and the chassis if a customer desires. A typical package on a combination truck would include a quarterly visit from our mobile service tech (more often or less frequently as dictated by expected usage in hours). The package includes all fluids, filters, adjustments, and wear items. We also treat this as an opportunity to offer hands on training to customer fleet departments that wish to transition the service in-house. These packages are highly variable based on chassis, option content, and usage rate differences and are thus priced on a case by case basis. These package would carry our normal big equipment NJPA discount rate.

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.

We are offering all of the products from our 3 brands; Sewer Equipment Company of America. Mongoose, and RamVac. Combination jet/vacs, enclosed and heated jet trucks, open style jet trucks, and jet trailers used for high pressure water cleaning of Sewers. Our complete line of proprietary nozzles compliment these jet systems. All replacement parts and accessories will also be available. Rodder trucks and trailers offer a means of cleaning roots and other debris from sewers in a water free manner. Sewer rodders are also popular in areas with extreme geography where jet technologies are unable to climb steep hills. Bucket machines are another mechanical (waterless) means of cleaning sewer pipes, particularly those that are heavily laden with sediment. Our vacuum trailers can be used in conjunction with an existing jet truck to offer the same benefits and performance as a combination jet vac trucks. Easement machines allow combination and jet truck users to more easily access remote manholes for cleaning activities. A complete line of trailer and truck mounted Hydro Excavators from 3 yard to 15 yard capacity is also offered.

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.) Our pricing is very simply a discount off of MSRP. See attached price pages and answers to #9 for clarification. We do not utilize SCU's; all models are easily identifiable by our model numbering system.

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.

a. All systems/machines that we refer to as big equipment (combination trucks, jetters, rodders, bucket machines, easement machines, & hydro excavators) will be discounted at 3% off of MSRP.
b. Nozzles will be discounted at 5% off of MSRP
c. Parts and accessories will be discounted at 5% off of MSRP. Due to the sheer number of items, we have

not included line item pricing, but prices are listed at our web site: sewershop.com

d. Chassis are passed through to the customer at cost, so a discount will not be offered
e. Rental / rent to own payments will carry a 3% discount off of our published prices. The buyout price will be calculated per (a) and (d) above.
f. Discount levels above are the minimum that will be used for the contract. Situationally, Sewer Equipment and its distributors may extend additional discounts, which are clearly respresented on the quote as an additional manufacturer/distributor discount.

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.

__X__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. Distributors will have latitude to offer extended volume discounts as they see fit, but we will not offer a set volume rebate.

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.

In our business, 90+% of these instances are accounted for by customers wanting a substitute or non-standard option on their truck or trailer

a. If it is a like substitute in regards to cost and amount of labor, no additional charge is applied, and the substitute is simply noted in the order text
b. If it is an addition or a non-like substitute in regards to price and labor involved, the following formula is applied. Customer would be given credit for item being substituted. The dollar amount would simply be added to the pricing sheet and the substitute/addition described as needed on the customer order
c. Formula
    - Customer price = (1.75 x Sewer Equipment cost) – 3% NJPA discount
    - Labor or additional labor = $110.00/hr – 3% NJPA discount

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. A pre-delivery inspection may be provided at the discretion of the dealer and/or customer, particularly with vehicle that cover long distances for delivery. It is our desire to facilitate the charge for these inspections via a line item that would carry the 3% big equipment discount.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. To keep shipping charges to the customer as low as possible, we provide an estimate at time of order and then invoice the actual amount. Different customers prefer different methods of shipment, so it is impossible to have a blanket rate or policy. Some customers allow the trucks to be driven or trailers to be towed, some want them delivered on a flatbed, and some prefer to pick up. Sewer Equipment Company does make all shipping arrangements unless otherwise requested and prepays and adds freight to the invoice. All shipments are FOB origin in regards to the transfer of responsibility for shipped goods.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. As with other deliveries, the charges would be passed through to the customer without markup. We recommend that

shipments by sea include a rust inhibiting spray coating that we apply. This varies by size and shape of equipment and is disclosed to the customer during the quote process.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal. N/A

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.

The audit/checks and balances procedure is quite simple. All orders from distributors must include our quotation form (pricing sheet) that will assure the product has been properly priced and the proper discount applied. One point person processes all NJPA orders that we receive. That person will maintain a simple spreadsheet on our company hard drive listing distributor, end user customer, gross dollar amount of transaction, and NJPA fee due. When the order is entered, a commission (admin fee) document is submitted to accounting, for recording of the admin fee in our order data base. When we send our quarterly check to NJPA to cover admin fees, the spreadsheet from the order entry department must match the dollar amount shown in our accounting data base.

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.)

We will pay a fee to NJPA calculated as 2% of the NJPA sell price on all big equipment, nozzles, parts and accessories.

As chassis are passed through at cost to our customers, we are not offering a discount or an administrative fee on the chassis portion of the sale

We will offer a 2% administrative fee on rental for up to 18 months. If the customer exercises the buyout option during the 18 month period, we will pay a 2% administrative fee on the buyout amount. The total fee that we pay NJPA will be capped at 2% of the total value of the system at inception of the rental (calculated at MSRP-3% NJPA Discount. Described in another way, the maximum fee payed to NJPA will have a cap equal to the fee payed if the customer simply purchased the system outright on a traditional purchase order.

Industry-Specific Questions

19) Describe the top three market differentiators of your products/services relative to the industry.

Simplicity: We truly do stand out among the competition, particularly on our larger/higher end products such as our combination truck, truck mounted hydroexcavators, and truck mounted jetters. Nearly every other manufacturer has moved to computer controlled modules that utilize the CANbus communication protocol to piggyback on the chassis computer. Our customers share stories with us every day of the frustration of trying a diagnose and repair a very high tech system that can be upset by something as simple as getting an oil change at a chassis dealer in which the chassis ECU is reflashed or "Upgraded". All of our truck mounted units and trailers utlize a traditional 12 volt wiring architecture that is easily understood by anyone who has an understanding of basic electrical systems. This equates to the most simple and intuitive operator interface in the industry also, increasing safety and eliminating the need for extensive operator and mechanic training. A simple and non proprieatary system also increases trade value and eliminates the obsolescence associated with computers and circuit boards. This ideology is represented by our Sewer Equipment Company of America Brand tagline: "Driven by our customers, not our competition" Another saying coined by a new distributor is that you don't need a computer to run a log splitter.

Breadth of product: Sewer Equipment stands alone as the only manufacturer in our market that builds a $23,000 trailer jet rated at 12 gallons per minute, a $450,000 15 yard truck mounted hydro-excavator, and everything in between. Because of this, we engage in consultative selling that starts with a dialogue about the customers successes, challenges, desires, budget, and a description of what their needs look like, and then offering an unbiased suggestion of the best solution. It is typical to find that the last 5 salesmen through the door were pushing a $350,000 solution that exceeded the customers budget and needs because that was all they had to offer, while we could offer a $150,00-$200,000 truck jet that can fulfill their needs.

The most intensive demonstration program in the business: We currently maintain a $4.2 million demonstrator fleet consisting of 4 900-ECO combination trucks, 2 HX hydro-excavation trucks, 5 800-ECO jet trucks, 4 JAJ easement machines, 3 747 trailer jets, 1 747 truck jet, 5 mongoose 184 trailers, and one RamVac 2000 vacuum trailer. Three factory trained demonstration specialist cover the US and Canada with these units and they are also made available to distributors for their own demonstrations, trade shows, etc. While many manufacturers spend marketing dollars on co-oping with dealers on trade show booths and advertising, we choose to let the dealers pay for their own trade shows, print ads, and promo give aways. A majority of our marketing dollars are spent on putting our equipment in front of customers where we can clearly illustrate our superior build quality and simplicity. Our success rate on securing sales after demonstrations illustrates that this is a very successful model. These demonstrations are also and excellent opportunity for us to delivery the NJPA message in a face to face context. Another important aspect of this program is that is gives us a constant supply of units in the event that a customer requires immediate delivery. We also incentivize our dealers to procure their own demo units by offering 6 months free financing on up to 2 units per year for each dealer.

20) Identify how your products, services and supplies address the scope of this RFP.

SEWER VACUUM, HYDRO-EXCAVATION, AND ~~STREET SWEEPER~~ EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES Very simply, the title of this RFP is an exact description of our products and marketplace with the exception of street sweepers.

Signature: _____ Date: 12/15/17

SEWER EQUIPMENT CO. OF AMERICA

Trailer Jets, Truck Jets, TV Jetters, Trailer Vacs, Trailer Jet/Vac Combos
Bucket Machines, Rodders, Cables Machines, Nozzles & Accessories
Corporate: 2111 Chestnut Ave #270, Glenview, IL 60025 • Factory: 12 Howard St Chadwick, IL 61014
847-729-3316, fax: 847-729-3547, www.sewerequipment.com,sales@sewerequipment.com

January 1st, 2019

RE: Sole source letter

To Whom it May Concern:

This letter is to confirm that AZ Wastewater Industries, Inc. (AWI) is the only authorized distributor in the State of Arizona for our entire products line that includes but is not limited to: Smart Nozzles, water pumps, rodder machine, saws and tooling. This also includes high pressure jetting trailers/trucks and all related tooling as well as RamVac vacuum truck/trailer and related tooling. AWI is also the only authorized repair/service center in the state of Arizona.

Sincerely,

Tom Hochmuth
Western Regional Sales Manager
Sewer Equipment Company of America

COOPERATIVE PURCHASE CONTRACT
Contract No. 2020-69

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 AZ Wastewater Industries, Inc., an Arizona Corporation ("Contractor").

RECITALS:

A. Sewer Equipment of America has a Sourcewell Contract # 122017-SCA (formerly National Joint Powers Alliance) to supply materials and/or services ("Agency Contract");

B. Contractor is the only authorized distributor of the Sewer Equipment of America materials and/or services, which was awarded through a sole source procurement process; 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:

JETTER & EASMENT RIGS

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 three hundred and seventy-three thousand and ninety-two dollars and zero cents **($373,092 plus any additional fees);** 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.

AZ Wastewater Industries, 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

Sourcewell RFP and Addendum
Sourcewell Contract Number: 122017-SCA
Sole Source letter for distributer of Supplies
(Attached)

SEWER EQUIPMENT CO. of AMERICA



MODEL 800 SERIES

BEST PRODUCTS, BEST LOCAL SUPPORT

SEWER EQUIPMENT CO. of AMERICA

800 TRUCK Series

Whether you are looking for a truck mounted jetter with a rotating or fixed hose reel, hydrostatic drive or auxiliary engine, eco-friendly or television features, the Sewer Equipment Company of America 800 Truck Jet Series will have the machine to help get the job done right the first time.







The Sewer Equipment Company of America's most popular truck in this series is the 800HPR-ECO, which incorporates a host of unique design features, making it the most productive, environmentally-friendly, and safest truck mounted jetter available. Add to this, a long list of available options and the 800HPR-ECO makes a perfect choice for a wide range of customers and applications..

Maximizing run time is the best way to improve the performance of your cleaning crew and the 800ECO is designed with this in mind. A single axle package with 1500 gallons of water capacity provides operators with an easy-to-maneuver package while maximizing cleaning footage between water refills. If more is better, our exclusive Duraprolene water tanks allow capacities of 2000, 3000 and 4500 gallons. With water on board, our climate controlled environmental chamber with 80,000 BTU heater keeps the pump, rear hose reel and plumbing warm during sub-freezing temperatures, keeping your crew running long after traditional jetters have been taken off the job.

The 800HPR-ECO has built-in features that support operators in the area of job safety, therefore setting it apart from its competitors. The unique construction of the Duraprolene tank includes a fully baffled interior, eliminating the dangerous surging of water when stopping or turning with thousands of pounds of water on board. Additionally, the extendable, rotating hose reel allows operators to position themselves with minimal exposure to traffic and other potential hazards. For ultimate safety, equipping your system with our wireless pendant controller will allow full control of jetting operations from up to 1500 feet away.

The exclusive ECO operating system combines the simplicity and efficiency of a PTO hydrostatic pump drive with a power plant that operates at a 33% lower RPM than traditional designs. The benefits of our ECO system extend far beyond the expectations of a "smaller carbon footprint". Trucks equipped with ECO options experience less engine wear and lower fuel consumption, saving operators time and money. The lower noise emissions produced by these units equate to heightened safety and a more pleasant work environment, as operators can more easily communicate with each other, as well as hear the traffic around them.

One of the greatest dangers facing cleaning crews today is the intrusion of utilities into sewers; particularly natural gas lines. The availability of a TV systems allows operators to positively identify such obstructions before using aggressive cleaning nozzles or root cutters. Many other options, such as a rear backup camera, various pump configurations, safety lighting packages, wash down system and toolboxes can be chosen to maximize operator safety and productivity.

These innovative features and benefits combine to make the Sewer Equipment Company of America's 800 Truck Jet Series truly the "Best In Class".

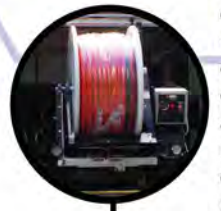






TOLL FREE 800.323.1604

MODEL 800 SERIES



ROTATING HOSE REEL: This unique design allows for storage of the hose reel in the temperature controlled chamber when not in use. During operation, the rear roll-up door opens and the hose reel extends out and is now able to rotate a total of 190 degrees. This allows maximum access to remote manholes, reduces operator fatigue, as well as minimizes operator exposure to "high traffic zones".



CLIMATE CONTROLLED ENVIRONMENTAL ENCLOSURE: Our unique, heated enclosure allows safe operation in temperatures well below freezing without worries of damaged pumps or plumbing. With a fully-welded one piece steel or all aluminum construction available, your truck will stil look great inside and outside after years of exposure to the elements. Regardless of your climate, the locking roll up doors offer unequalled security for your truck and the equipment you carry to your job site.





ECO OPERATING PLATFORM: Operating at 35% lower RPM's than the competition, the 800 Series Truck Jet consumes considerably less fuel than traditional designs, adding to your bottom line each year. Perhaps more importantly, low RPM's equate to low noise emissions. Complaints from residents are minimized, and operators recognize a higher level of safety when they can hear each other and the traffic around them.



OPERATOR CONTROL STATION: After simply parking the truck in neutral and engaging the parking brake, all jet functions are controlled from the operator control station via four switches moving from left to right:

1. Work Mode - ON
2. Water Valve - ON
3. Jet - ON
4. Throttle - ON

All controls are housed in a NEMA-4 watertight box with washdown rated switches and gauges. All wiring is color coded and each manual contains a wiring diagram specific to your truck's serial number.



DURAPROLENE WATER TANKS: Our exclusive Duraprolene™ water tank design has a multitude of benefits. Unlike aluminum or steel, Duraprolene is 100% immune to long term damage caused by water and deicers, such as magnesium chloride and common road salt. The square design holds more water per linear foot than round tanks, which is a major key to building a truck with a 1500 gallon water capacity that is under 23' in length. With driver safety in mind, each tank is fully baffled to eliminate water surge while turning and stopping.

BEST PRODUCTS, BEST LOCAL SUPPORT







MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
800-HPR	22' 6"	8'4"	11' 1"	1500 gallon	Single or Tandem Axle	1000'	1/2" - 1"







MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
800-HPRTV	22' 6"	8'4"	11' 1"	1500 gallon	Single or Tandem Axle	1000'	1/2" - 1"







MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
800-H	22' 6"	8'4"	11' 1"	1500 gallon	Single or Tandem Axle	1000'	1/2" - 1"

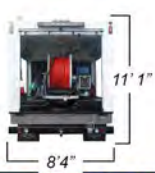






MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
800-HF	26'6"	8'4"	11'1"	1500 gallon	Single or Tandem Axle	1000'	1/2" - 1"

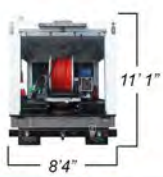






MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
800-A	22' 6"	8'4"	11' 1"	1500 gallon	Single or Tandem Axle	1000'	1/2" - 1"







MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
800-APR	24'6"	8'4"	11'1"	1500 gallon	Single or Tandem Axle	1000'	1/2" - 1"

TOLL FREE 800.323.1604

MODEL 800 SERIES

	800-HPR/ECO	800-HPRTV/ECO	800-H/ECO	800-HF/ECO	800-A	800-APR
Engine & Pump						
Triplex Plunger Water Pump w/ 30 Minue Run-Dry: 65gpm @ 2000psi	S	S	S	S	S	S
Auxiliary Diesel Engine					S	S
Hydrostatic Drive via World Trans	S	S	S	S		
30 Gallon Fuel Tank for Auxiliary Engine					O	O
80gpm @ 2000psi	O	O	O	O		
75gpm @ 2500psi	O	O	O	O		
55gpm @ 3000psi	O	O	O	O		
80gpm @ 2000psi & 122hp Diesel Engine					O	O
75gpm @ 2500psi & 137hp Diesel Engine					O	O
55gpm @ 3000psi & 122hp Diesel Engine					O	O
3000psi Sewer Hose	O	O	O	O	O	O
Upgrade to Single Piston Pump 65gpm @ 2500psi	O	O	O	O		
Upgrade to Single Piston Pump 80gpm @ 2500psi	O	O	O	O		
Accumulator for Single Piston Pump	O	O	O	O		
Upgrade to Environmental Friendly Hydraulic Fluid	O	O	O	O		
Hose Reel & Hose						
Rear-Mounted Safety Hose Reel 700' x 1" Hose capacity	S					S
Front-Mounted Safety Hose Reel 700' x 1" Hose capacity				S		
Rear-Mounted Fixed Hose Reel 700' x 1" Hose capacity			S		S	
Dual Telescoping Reel: Reel A- Rotating Safety Reel with 500' @ 2500psi Umbilical Hose Reel B- Rotating Safety Reel with 600' of 1" @ 2500psi Sewer Hose		S				
TV System						
Self-Leveling Color TV Camera		S				
4" Jet Pod Skid		S				
Color Monitor		S				
DVR with Removable SD Card		S				
Additional Self-Leveling Camera Head		O				
Additional 4" Jet Pod for Camera		O				
Jet Pod Skids from 6"-18"		O				
Truck						
Mounting to Approved Chassis	S	S	S	S	S	S
Mud Flaps	S	S	S	S	S	S
Bumper	S	S	S	S	S	S
Hitch Receiver	S	S	S	S	S	S
Tank & Fill System						
1000 Gallon Water Tank	O	O	O	O	O	O
1500 Gallon Duraprolene Water Tank	S	S	S	S	S	S
2000 Gallon Duraprolene Water Tank	O	O	O	O	O	O
2500 Gallon Duraprolene Water Tank	O	O	O	O	O	O
3000 Gallon Duraprolene Water Tank	O	O	O	O	O	O
10'x6" Low Profile 1500 Gallon Water Tank	O	O	O	O	O	
2.5" Fill System	S	S	S	S	S	S
Fill Hose Storage Rack	O	O	O	O	O	O
Tank Access Ladder	O	O	O	O	O	O
Duraprolene Water Tank Warranty for 7- 10 years	O	O	O	O	O	O
Lighting						
D.O.T. Approved LED Lighting	S	S	S	S	S	S
Compartment Lighting	O	O	O	O	O	O
LED Flood Light	O	O	O	O	O	O
LED Rotating Beacon	O	O	O	O	O	O
LED Strobe Light	O	O	O	O	O	O
LED Arrow Stick	O	O	O	O	O	O
LED Arrow Board	O	O	O	O	O	O
Handheld Wireless Spotlight	O	O	O	O	O	O

	800-HPR/ECO	800-HPRTV/ECO	800-H/ECO	800-HF/ECO	800-A	800-APR
Rear Compartment						
Lighted NEMA 4 control panel	S	S	S	S	S	S
Tachometer & Hour Meter	S	S		S	S	S
Tachometer	S	S	S	S	S	S
Hour Meter	S	S	S	S	S	S
Air Purge Valve	S	S	S	S	S	S
Recirculation System	S	S	S	S	S	S
Painted Steel Shroud (3 Roll-Up Doors)	S	S				S
Painted Steel Shroud (2 Roll-Up Doors)			S	S	S	
Hydraulically Powered Rotating Hose Reel	O	O		O		
Automatic Level Wind with Hydraulic Up/Down Action	O	O	O	O		
Additional Control Panel (Street Side)				O		
Digital Smart Counter	O	O	O	O	O	O
Smart Counter (for Dual Reel)	O	O	O	O	O	O
Footage Meter (Mounted to Jet Hose Reel)	O	O	O	O	O	O
Footage Meter (Mounted on Manual Level Wind)	O	O	O	O	O	O
Drain Valves for Water Pump	O	O	O	O	O	O
Hydraulic Manifold Reel Control	O	O	O	O	O	O
Manual Diverter Valve	O	O	O	O		O
Hydraulic Tool Circuit	O	O	O	O	O	O
Upgrade to 1000' Capacity Hose Reel	O		O	O	O	O
Sewer Hose 1" x 2500psi	O		O	O	O	O
Sewer Hose 1" x 3000psi	O		O	O	O	O
Sewer Hose 3/4" x 2500psi	O		O	O	O	O
Sewer Hose 3/4" x 3000psi	O		O	O	O	O
Sewer Hose 5/8" x 4000psi	O		O	O	O	O
Sewer Hose 1/2" x 4000psi	O		O	O	O	O
25'x1" Leader Hose	O	O	O	O	O	O
Lateral Line Cleaning Kit	O	O	O	O	O	O
50' Wash Down System	O	O	O	O	O	O
Upgrade to Aluminum Shroud	O	O	O	O	O	O
80,000 BTU Heater	S	S	S	S	S	O
Dual Reel						
Dual Reel System Capacity as follows: 400' x ¾", 700' x 5/8", 900' x ½"	O		O		O	O
Automatic Level Wind with Hydraulic Up/Down Action	O					
Pendant Controls						
Basic Pendant	O	O	O	O	O	O
Standard Pendant	O	O	O	O	O	O
Master Pendant	O	O	O	O	O	O
Wireless Pendant	O	O	O	O	O	O
Truck Mounting and Tool Storage						
Air Purge System	O	O	O	O	O	O
Hydrostatic Front Crankshaft	O	O	O			
Rear Gauge Cluster	O	O	O	O	O	O
Spray Bar (Front Frame Mounted)	O	O	O	O	O	O
Fixed Overhead Canopy	O	O		O		
Steel Skirting and Steel Toolboxes	O	O	O	O	O	O
Steel Skirting and Aluminum Toolboxes	O	O	O	O	O	O
Skirting Only	O	O	O	O	O	O
Long Handled Tool Storage	O	O	O	O	O	O
Long Handled Tool Storage Tray			O		O	O
Roll-Out Root Cutter Maintenance Box	O	O	O	O	O	O
Roll-Out Root Cutter Maintenance Box with Electric Pump	O	O	O	O	O	O
Rear Back-Up Camera System	O	O	O	O	O	O
Reese Style Hitch	O	O	O	O	O	O
Combination Heavy Duty Ball Hitch	O	O	O	O	O	O
(6) 18" D.O.T. Safety Cones and Holder	O	O	O	O	O	O

Legend	
Standard	S
Optional	O

BEST PRODUCTS, BEST LOCAL SUPPORT

SEWER EQUIPMENT CO. of AMERICA

800 Series Hose Reel

Sewer Equipment has been a leading manufacturer in the sewer cleaning industry for many years and when it comes to new equipment technology, we are always developing innovative ways to address the concerns and needs of our customers. Sewer Equipment holds a patent for the extendable/rectractable hose reel. This feature of our hose reel, paired with its ability to rotate 190 degrees and a number of other features, makes the Model 800-HPR the best jetting truck for your application.

HOSE REEL RETRACTED



190 Degree Rotation: The 800-HPR series offers a hose reel that rotates 190 degrees and locks at every two inch interval. This allows operators to set up the machine directly facing the manhole, while remianing out of the path of traffic, increasing safety for and effectiveness of the operator.

Extension/Retraction: The hose reel extends in and out of the shroud by means of a hydraulic cylinder, resulting in smooth and reliable movement of the hose reel.

Strong Bearing: Like a house, your hose reel needs a strong foundation. We mount our hose reel on an industrial bearing rated at 5,000 pounds for security and stability.

Hose Reel Construction: Sewer Equipment offers 1 1/2" rolled flanges as standard equipment on all hose reel asssemblies in order to eliminate the possiblity of the sewer hose being cut while interfacing with the hose reel. This design also increases the structural integretity of the hose reel side.

Automatic Level Wind: Exclusive to Sewer Equipment machines, the automatic level wind provides hydraulic up/down action which allows operators to access hard-to-reach manholes by raising and lowering the level wind to properly align the sewer hose with the manhole. This feature coupled with the rotating reel, will give any operator better alignment with the manhole.

HOSE REEL EXTENDED



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MODEL 800 SERIES

WHY A JETTING TRUCK WITH TELEVISING CAPABILITIES?

PRODUCTIVITY

Make your truck jet a true multi-purpose piece of equipment. With the Model 800-HPRTV, there is no more waiting around for a camera truck and crew when you hit an obstruction in the line. Your operator can utilize the televising capabilities of the 800-HPRTV to diagnose the issue on the spot and even go so far as document the obstruction or event, depending on the truck platform you choose.

LESS CAPITAL INVESTMENT REQUIRED

No need to purchase a camera truck and jetting truck, when you can have two funtions in one truck. You will require a smaller crew, as fewer operators are needed to run one truck equipped with both jetting and televising capapabilities.

ECO FRIENDLY FOOTPRINT

With the Model 800HPRTV or Crew you can decrease your physical footprint by having only one truck that can perform both televising and jetting functions, and not requiring the use of separate camera truck and jetting truck.

WHICH MODEL IS A FIT FOR YOUR APPLICATION?



Model 800-HPRTV

System: Integral to the 800-HPR, this system is powered by Cues and comes complete with a self-leveling straight-view camera, color monitor, keyboard, footage counter and SD storage card. All components are housed in a weather-rated enclosure, located at the jetting operator station.

Functionality The 800-HPRTV platform allows the operator to evaluate a line for blockages, general pipe conditions and the like. While this system will not replace a fully-equipped camera truck, it will improve your cleaning crew's productivity instantly.



Model 800-HPRTV*CREW*

System: The "Crew" platform allows you to outfit your jetting truck with the camera system of your choice. We provide a base adjacent to the jet hose on which to mount the system you choose. In addition, the truck can be configured to accommodate an extended cab chassis, which allows the space for your camera operator's mobile office.

Functionality: This platform allows for a level of evaluation beyond that of the HPRTV configuration. Depending on the type of equipment you choose, your operator can not only evaluate line conditions, but can do your PACP documentation using only one unit.



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Actual products may not be an exact match to product as shown.

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EASEMENT MACHINES

BEST PRODUCTS, BEST LOCAL SUPPORT

SEWER EQUIPMENT CO. of AMERICA

JAJ-600 Series

Are certain sewer pipes in your community neglected due to hard to reach manholes? Do your maintenance crews have to manually drag hose across easements or do they cause damage to yards, golf courses or environmentally sensitive areas when trying to get their trucks close enough to service these remote lines? If this is the case, a Sewer Equipment Company of America easement machine would be an invaluable asset to your fleet. Offered in two configurations, the JAJ-600WH (extendable track) and JAJ-600SK (skid mounted) units extend the reach of your sewer jetting truck or trailer by 500 feet or more and reduce sewer overflows by easing maintenance tasks.





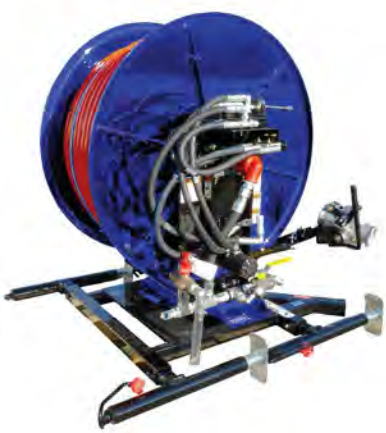


The JAJ-600WH is driven by a Honda V-twin engine on a hydrostatically powered tread drive platform. This simple design eliminates drive chains and sprockets and provides clean and quiet operation. Obstacles that leave wheel drive units spinning, such as small logs, rocks, creeks, hills, curbs, stairs, sand, mud and snow, are all easily traversed by the JAJ's tread drive system while pulling your jet hose to the manhole. While offering tremendous traction, rubber tracks distribute weight evenly and limit ground pressure to only four pounds per square inch; the same standard applied to golf course maintenance equipment.

Standard features for the tread drive unit includes skid steering with dual joystick controls, safety pressure relief valve, 180° rotating safety reel and a 5GPM/10GPM hydraulic tool circuit for powering bypass pumps and hydraulic saws. Available options include automatic level wind with hydraulic up/down action, safety lights, work lights, tandem transport trailer and more.

The JAJ-600WH has the ability to fit through standard 36" gates while offering superior lateral stability off road with tracks that hydraulically extend from 34" to 46" in seconds.

The JAJ-600SK mounts the same rotating hose reel assembly on a skid to be used with your existing skid steer tractor equipped with a fork attachment.







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EASEMENT MACHINES



ROTATING HOSE REEL: For safety and ease of use, our reel rotates 180 degrees and can lock every two inches allowing operators to position the machine directly facing the manhole. This is important because although the Work Horse is extremely maneuverable, there may be applications and environments where it is more difficult to position directly over the manhole.



ALUMINUM CONSTRUCTIONS: Excessive weight is the enemy of all equipment. We go to great pains to make our easement machines as light as possible in order to offer some of the lowest ground pressure ratings in the industry. Whether it is our Workhorse or Trackhorse models no other manufacturer in the market offers the combination of stability and light weight.





TRACK DRIVE SYSTEM APPROACH: All of our units utilize the "caterpillar type" independently suspended track system exclusively. Wheels with rubber tracks over the top may look similar but are anything but similar in practice. This system allows for superior weight distribution and thus minimal damage to the turf you are operating on. In addition we also offer a system in which these tracks expand outward in order to give you a more stable stance on all terrains while allowing for entrance into the narrowest of access points.



AUTOMATIC LEVEL WIND: This unique option allows for "hands free" winding of the sewer hose one the hose reel without the operator touching the sewer hose. This option will incorporate a drive system, which scrolls a pivoting four roller head back and forth across the hose reel for proper winding of sewer hose onto reel. The system is equipped wiht a hydraulic controlled elevation system, which incorporates dual cylinders and a pivot arm to raise and lower the level wind guide depending on the location of the manhole. Level Wind raises and lowers a minimum of 45 degrees.

SEWER EQUIPMENT CO. of AMERICA Extendable Track System

The best part of the Work Horse track system is that it is extendable. The 9 inch wide tracks extend hydraulically from 34 inches to 46 inches and can be set at any distance in between. This allows the work horse to travel though a 36 inch gate - then extend the tracks out so stability is increased as it travels over inclines. When the tracks are extended to 46 inches, the Work Horse improves its approximate angle of balance from 17° to 30°.



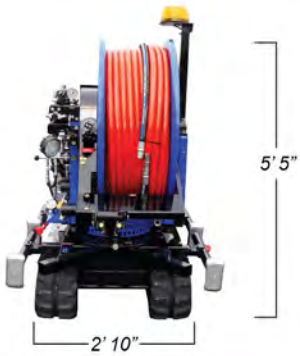
Retracted Position
34" width

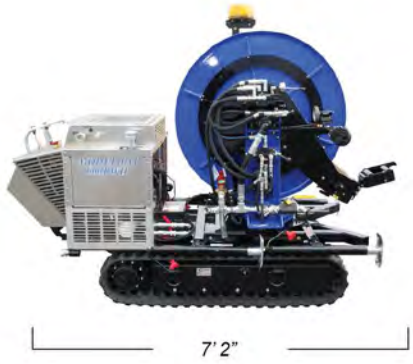


Track Extended
46" width

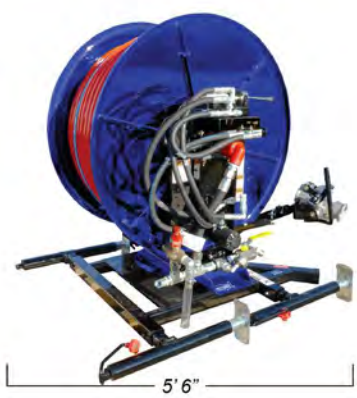
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MODEL	LENGTH	WIDTH	HEIGHT	MIN HP	HYDRAULIC REQUIREMENT	MAX HOSE CAPACITY	TRACK WEIGHT DISTRIBUTION
JAJ-600WH	7' 2"	2'10"	5' 5"	24hp	10gpm @ 2000psi	1" x 600'	3.4 PER sq in







MODEL	LENGTH	WIDTH	HEIGHT	MOUNTING STANDARD	HYDRAULIC REQUIREMENT	MAX HOSE CAPACITY
JAJ-600SK	5' 6"	4' 3"	4' 4"	SAE-J2S13	10gpm @ 2000psi	1" x 600'

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	JAJ-600WH	JAJ-600SK
Power System		
Gas powered, Hydraulically Driven	S	
Dual Independent Extendable Tracks	S	
Skid Style Steering	S	
Dual Hydraulic Tool Circuit 5 or 10 GPM	S	
Universal Mounts to Skid Steer		S
Aux. Hydraulics with minimum 10.5 GPM @ 2,500 PSI		S
Hose Reel		
Rotating Safety Hose Reel	S	S
600' x 1" Sewer Hose Capacity	S	S
Pressure Relief Valve	S	S
Hose Reel Variable Speed Control	S	S
Automatic Level Wind (Limit hose to 500' of 1")	O	O
Digital Smart Counter (Footage Counter)	O	O
Footage Meter (On Jet Hose Reel)	O	O
Footage Meter (On Manual level Wind)	O	O
Sewer Hose 1" 2,500 PSI	O	O
Sewer Hose 1" 3,000 PSI	O	O
Accumulator (for single piston pumps)	O	O
Pinch Roller	O	O
Outriggers (four)	O	O
Lighting		
LED Floodlight	O	
LED Rotating Beacon	O	
LED Strobe Light	O	
12 Volt Power Outlet	O	
Handheld Wireless Spotlight	O	O
Features		
10' Leader Hose	S	S
25' x 1" Leader Hose	O	O
Hydraulic Pressure Gauge	S	S
Water Pressure Gauge	S	S
Hour Meter	S	
Paper Operator Manual	S	S
CD Operator Manual	O	O
Patriot Root Cutter Kit	O	O
Transport Trailer		
8' x 10' Tandem Axle 5,200lbs. GVWR 5' Fold Down Gate	O	
8' x 12' Tandem Axle 7,000lbs. GVWR	O	
5' Fold Down Gate	O	
Hydraulic Surge Brakes	O	
Aluminum Toolbox, tongue-mounted	O	

Legend	
Standard	S
Optional	O



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TRUCK MOUNTED SEWER JETTER

GENERAL - *It is the intent of these specifications to describe the minimum requirements for a new High Pressure Water Jet designed for the removal of sand, dirt, grease, detergents, and materials normally found in storm drain and sanitary pipes. The machine described will be designed to deliver high performance capabilities and provide maximum operator safety and convenience. All parts not specifically mentioned which are required for a complete unit shall conform in design, strength, quality of material, and workmanship to the highest standards of engineering practice.*

*Please check **"YES"** or **"NO"** for each item below. Items checked "YES" must meet specifications exactly. For all items checked "NO", please clearly note differences on a separate sheet of paper. The City reserves the right to review exceptions and judge the possibility of their acceptability. Failure to note exceptions will cause rejection of said bid.*		**YES**	**NO**	**COMMENTS**
A. CHASSIS FREIGHTLINER				
1.	Cummings Diesel Motor rated for 7000' elevation	X		
2.	7 way blade trailer plug	X		
3.	Trailer brake	X		
4.	Hitch pintail ball style rated for truck towing capacity	X		
5.	Lockable master switch	X		
6.	All LED lighting	X		
7.	Rear door open indicator	X		
8.	(Third eye) Back up camera and forward dash camera recordable for 12 hours SD card	X		
9.	Sight glasses on Gear Cases	X		
10.	Back up alarm	X		
11.	AM FM radio Blue tooth for cell phone hands free.	X		
12.	Same size tires - All tires shall be the same size.	X		
13.	Tow hooks rated for truck recover	X		
14.	Spare tire	X		
15.	Fire extinguisher and triangle mounted	X		
B. WATER TANK:				
1.	Tank shall be constructed of welded/repairable .750", U.V. stabilized Duraprolene™ with a ten (10) year factory warranty. The Duraprolene™ is to be ultraviolet stabilized to prevent material break down. Total tank capacity shall be 1500 gallons of water with two interconnected 750 gallon tanks. The tanks shall be interconnected within the heated compartment with a 4" crossover pipe. The baffles in the tank will be constructed of .750" Duraprolene™. These baffles will reduce sloshing and distortion by forming internal compartments. Tank bottom will be flat bottom type; pump intake will be located such to allow sediment to settle at tank bottom rather than entering and damaging pump. Entire tank top shall be completely removable for safe access of personnel entry during maintenance. Tanks shall have 2" drain valves located at both the curb side and street side.	X		
1a.	***Optional -** Total tank capacity to be increased to 2000 gallons.	X		see options quote #14773
2.	Tanks constructed of steel will not be acceptable due to the potential of water pump damage by rust and corrosion particles.		X	Tanks will be Duraprolene
3.	Tanks constructed of polyethylene will not be acceptable due to inadequate UV protection and lack of repairability.		X	Tanks will be Duraprolene
C. FILL SYSTEM:				
1.	Tank filling shall be possible from both curbside and street side.	X		
2.	Tank filling system and fill hose will be located between the cab and water tank of the unit with a fill point on both sides of the truck.	X		
3.	Tank fill system shall utilize a quick disconnect cam lock fitting for 2-1/2" fill hose.	X		
4.	The water tank shall have a LED Level Indicator that uses pressure transducers. The Indicator will feature nine (9) easy to see super bright LEDs with a wide view lens over the LEDs to provide a viewing angle of 180 degrees. Low Water warnings shall include flashing LEDs at 1/4 tank, and down chasing LEDs when the tank is almost empty. The Indicator case shall be waterproof, manufactured of aluminum, and have distinctive blue label. The indicator shall be programmable from the display and shall support self-diagnostics capabilities, self-calibration, and a data-link to connect remote indicators. Water Level Indicators that use float sensors will not be acceptable.	X		
5.	A water level sight gauge will be located on street side and on curbside.	X		
6.	A four-inch (4") air gap will be utilized between fill pipe and tank fill opening. The gap will utilize a stainless steel ball float/seating system. The float system is completely rust proof and provides the needed space between the inlet and the tank to protect from siphoning and back flow during hard stops.	X		
7.	***Optional -** Tank shall utilize an Automatic Fill/Shut Off system.	X		see options quote #14773
8.	Tank shall be supplied with a Fill Hose storage rack.	X		
D. WATER PIPING SYSTEM:				
1.	All piping systems subjected to high pressure shall use zinc chromate plated steel fittings with minimum burst pressure of four times the system pressure. Hoses working pressure ratings shall exceed the maximum system pressure.	X		
2.	A strainer with a minimum of 40-mesh screen shall be installed in the suction line at a location accessible for cleaning.	X		
3.	All piping shall be installed to drain by gravity through suitable openings equipped with plugs, drain valves, or ball valves.	X		
4.	Pressure to the cleaning nozzle, shall be regulated by an overload relief valve.	X		
5.	The water supply for jetting shall be directly controlled by the water pump. No water diverter or directional valves are allowed due to significant wear issues at said valves.	X		
6.	Unit shall include a recirculation system that controls a proportional pump control with the ability to circulate a minimum of 10 gallons per minute of water. This system allows for use of unit in sub-freezing temperatures. A control for the recirculation system will be located in the cab.	X		
7.	Water delivery to hose reel shall pass through a single repairable/greaseable 90-degree swivel rotary coupling.	X		

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E. WATER PUMP:				
1.	Triplex plunger style Giant pump with 30 minute run dry rated at and powered to produce 65 GPM at 2000 PSI.	X		
1a.	***Optional -** Upgrade to pump rated at and powered to produce 80 GPM at 2000 PSI.	X		see options quote #14773
1b.	***Optional -** Upgrade to pump rated at and powered to produce 80 GPM at 2500 PSI.	X		see options quote #14773
1c.	***Optional -** Upgrade to pump rated at and powered to produce 55 GPM at 3000 PSI.	X		see options quote #14773
2.	Water pump will be located in the rear compartment, which is shrouded and heated to protect the pump from the dangers of any damage caused by freezing.	X		
3.	The water pump must be located with liquid end facing out. This prevents the mechanic from getting in unit to do pump service work. This allows servicing the pump at ground level.	X		
4.	Pump to be fitted with drain valves for complete draining of water pump.	X		
5.	The water pump shall be direct coupled to a hydraulic motor. Drive systems incorporating any type of flexible coupling or belt drive system are not deemed acceptable due to maintenance related issues.	X		
F. HYDROSTATIC DRIVE SYSTEM:				
1.	The water pump will be driven by a hydrostatic system, which is powered by the truck engine via a PTO mounted to the transmission. The PTO drives a shaft, which powers a hydrostatic transmission pump. This hydrostatic transmission pump is responsible for driving a hydraulic motor, which drives the water pump. Mounted to the hydrostatic pump is a hydraulic pump, which is responsible for supplying power to all hydraulic functions including the hydraulic motor that drives the hose reel. The hydrostatic pump control must use a proportional spool type control. Proportional pump control must be electronically controlled by two separate signals. One signal to be used to stroke hydrostat to full capacity. The second signal to be used for recirculation mode. Cable or manual pump controls are not allowed.	X		
2.	The chassis engine speed will operate in a range of 1400 to 2000 RPMs depending on pump configuration to power the hydrostatic transmission.	X		
3.	The hydraulic oil reserve capacity will be at least thirty (30) U.S. gallons with oil temperature indicator. This unit will also be equipped with low hydraulic oil indicator light located at the operator's station to signal loss of hydraulic oil. The return line hydraulic filter shall be cartridge style and integral to the reservoir.	X		
4.	The hydraulic oil shall be cooled by a high efficiency shell and tube heat exchange system. Any oil cooling system that employ devices with moving parts shall not be acceptable.	X		
5.	Shut-off valves will be installed on the suction lines of facilitate servicing of the hydraulic pump without the need of draining.	X		
6.	The hydraulic system shall have an emergency shut-down that automatically reduces the engine speed to idle eliminating the potential for damaging the PTO. When the shut-down switch is disengaged, the PTO will re-engage and operator can ramp back up to operating speed.	X		
7.	The hydraulic oil reservoir, water pump, and rear hydraulic motor are to be mounted above the chassis frame rails in the enclosed, heated pump compartment located at the rear of the water tank. The reservoir shall have a protected Sight Glass Unobstructed for manual inspection.	X		
8.	***Optional -** The Hydraulic oil must be non-toxic and inherently biodegradable.	X		see options quote #14773
9.	The hydraulic system will include a Hydraulic Tool Circuit (rated at 9.5 GPM @ 2000 PSI). System will incorporate a supply and return quick connect on the curb side of the unit as well as a manual diverter valve for the tool circuit on/off.	X		
H. HIGH PRESSURE HAND GUN SYSTEM:				
1.	The high-pressure handgun piping shall be provided as standard with quick-disconnect fitting located at curb side and 50' of 1/2" HP hose with fittings. Mounted on a Retractable reel.	X		
1a.	Upgrade to 50' of 1/2" HP hose with fittings mounted on retractable reel.	X		
2.	High-pressure handgun circuit shall utilize an adjustable relief valve capable of 500-PSI capacity.	X		
3.	The high-pressure handgun will be adjustable and repairable.	X		
I. ROTATING SAFETY HOSE REEL AND CONTROLS:				
1.	Capacity of reel shall be minimum of 700' x 1" high pressure sewer hose.	X		
1a.	***Optional -** Capacity of the reel shall be a 1000' x 1" high pressure sewer hose.	X		see options quote #14773
2.	The narrow designed reels shall be self-leveling type for operator safety.		X	we do not supply narrow design reel
3.	The hose reel will be constructed of 1/4" steel, designed to withstand maximum working pressure without distortion.	X		
4.	Reel flanges shall be 1-1/2" and shall be designed to prevent hose damage from contact during all normal working conditions.	X		
5.	The design of the reel shall include a minimum 1/4" deep "shoulder" machined into the shaft that traps the reel between the bearing blocks on the either side of the reel. This shoulder shall minimize side-to-side movement of the reel and prevent the shaft from sliding out from the reel and creating a safety hazard. In addition, the shoulders shall improve the ability of the system to handle any thrust loadings on the reel assembly.	X		
6.	The reel shall be an enclosed structure with no moving parts and no hoses exposed to the outside of the reel. This will protect the hoses and minimize the chance of injuries due to moving parts. Exposed hoses shall not be acceptable.	X		
7.	All hoses used to supply the hose reel or its hydraulic system shall be flexible and shall be fully enclosed in a shroud and routed underneath the reel structure below the reel drum. The hoses shall be fully secured and protected against chafing and rubbing.	X		
8.	The center of the reel shall include at least three baffle structures that reinforce the center of the drum. The reel shall be specially designed to handle all the loads that have been measured during cleaning operations, including the pull force from the operation of the nozzle, and the compressive forces from the pressurization of the hose.	X		
9.	The reel shall be driven with hydraulic power for pay out and retrieve, either with or without the water pump in operation. The hydraulic drive shall have sufficient power to retract the hose when fully extended into the pipe with the cleaning nozzle in operation.	X		
10.	The hose reel assembly shall be mounted in the rear center of the rear compartment.	X		
11.	The hose reel shall have the ability to extend out from the rear compartment via a hydraulically powered cylinder.	X		
12.	The cylinder shall extend the hose reel 48" from the fully retracted position in the heated rear compartment after the rear roll-up door has been completely opened.	X		

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13.	The safety reel will rotate minimum 180 degrees providing direct alignment to manholes. The 180 degree rotation will enable the operator to position the machine operator out of the traffic pattern and provide protection for themselves while operating the machine. The rotating ability of the hose reel allows the operator to manipulate the hose reel into various positions depending on location of manhole. This allows for proper positioning of the hose reel without backing up or repositioning sewer machine. The hose reel is mounted on an industrial swivel bearing that is sealed and eliminates contamination from dirt. This industrial swivel bearing shall have minimum requirements of 7.88 I.D., 14" O.D., and 2" thickness. The industrial swivel bearing shall have a minimum load bearing weight of 5,000 Ft.-lbs. The bearing design shall have no wear points except the greaseable ball bearings and the races, which are constructed of hardened steel to minimize wear. The bearing design minimizes any friction for easy pivoting. The rotating hose reel will lock into position using a spring-loaded safety pin at 2" intervals.	X		
13a.	***Optional -** Upgrade to a Hydraulically Powered Rotating Hose Reel with 190 degree powered hose reel rotation via hydraulic slew drive. Reels utilizing chain and sprockets and hydraulic cylinders are not acceptable.	X		see options quote #14773
14.	Rotating reels using plastic material and/or sliding contact or other wear surfaces for swivel action will not be accepted.		X	Swivel action will be of above bearing design
15.	A single, right hand side control panel mounted on the rotating hose reel shall provide access to all necessary operating controls. The control panel shall rotate with the reel.	X		
16.	Controls mounted on the rotating hose reel control panel will consist of: Engine throttle control, water pressure gauge, tachometer, hour meter, 12-volt plug for spotlight, light switches and low water warning light. Footage meter	X		
17.	The hydraulic controls for the rotating hose reel will consist of: variable speed control and a forward-neutral-reverse directional control.	X		
18.	The reel design shall be such that either a rotating or fixed position reel will be interchangeable with regards to the method of attaching to the frame.	X		
19.	The Sewer Hose Reel shall be equipped with a manual level wind.	X		
19a.	***Optional -** The Sewer Hose Reel shall be equipped with an Automatic Level Wind, which allows for "hands-free" winding of sewer hose onto the hose reel without operator touching sewer hose. This option will incorporate a drive system, which scrolls a pivoting four roller head back and forth across the hose reel for proper winding of sewer hose onto reel. The system is equipped with a hydraulic controlled elevation system, which incorporates dual cylinders and a pivot arm to raise and lower the level wind guide depending on location of manhole. Level Wind raises/lowers minimum of 45 degrees.	X		see options quote #14773
20a.	The unit will be supplied with a Footage Meter mounted on the Hose Reel.	X		
20b.	***Optional -** The unit will be supplied with a Footage Meter mounted on the Level Wind.	X		see options quote #14773
J. HOSE REEL DRIVE SYSTEM:				
1.	The hose reel shall be chain driven by hydraulic power in both directions, either with or without the water pump in operation. The hydraulic drive shall have sufficient power to retract the hose when fully extended into the sewer with the cleaning nozzles in operation.	X		
2.	A hydraulic pump rated at 0-8 GPM at 2000 PSI will power the hose reel drive. A hydraulic motor with chain drive and sprocket capable of operating in both directions will be furnished. The hydraulic motor and chain must be adjustable.	X		
3.	The hydraulic drive for the reel will be furnished with an overload relief valve.	X		
K. OPTIONAL SEWER HOSE:				
1.	Hose will be 1" ID with an operating pressure of 2500 PSI and a minimum burst pressure of 7500 PSI.	X		600' included
1a.	***Optional -** The unit will be supplied with an abrasion resistant plastic **(Armor Belt)** sewer cleaner hose capable of cleaning sanitary service lines, storm lines, culverts, drainage tiles and other open conducts. The hose outer cover will contain an integral belting of high tensile polymer reinforcement for cut and abrasion resistance.		X	no longer available
L. CONTROLS:				
1.	***Optional -** The unit will be supplied with a **STANDARD** pendant control with 35' cord for ease of operator use when manhole is not adjacent to unit. The pendant shall be tethered to control panel via a quarter turn, military grade quick connector. The tether cable shall be constructed of Teflon coated, multi-wire color-coded control cable. The pendant controls shall be in a NEMA 4 housing and will use watertight toggle controls and shall be labeled with permanent labels for identifying each function. The pendant control will include controls for the hose reel pay out and retrieve, throttle up/down, and kill switch.	X		see options quote #14773

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2.	The unit will be supplied with a **CORDLESS** remote control. The wireless remote RF unit will use a microprocessor controller PLL synthesizer with up to 85 different channels and will operate in the frequency range of 902-928 MHz. The wireless remote will have a range of 300' with an obstructed view and 1,000' with an unobstructed view. The wireless remote will have an operating time of 130 hours of continuous use and will have a temperature range of -20 degrees to 160 degrees F. The remote control will come supplied with a lanyard to allow the operator to wear remote around his neck and have free use of both hands. The pendant control will include controls for the hose reel pay out and retrieve, throttle up/down, water on/off, and kill switch.	X		
M. REAR COMPARTMENT, TOOLBOXES, AND SKIRTING:				
1.	***Optional -** Rear compartment will be constructed of steel to protect all components located at the rear of the tank. The Rear compartment shall be designed for total enclosure of major components including the water pump, hydrostatic motor, hose reel and associated plumbing and sewer hose.	X		this is standard option
1a.	Rear compartment will be constructed of **aluminum** for corrosion resistance and to protect all components located at the rear of the tank. Rear compartment shall be designed for total enclosure of major components including the water pump, hydrostatic motor, hose reel and associated plumbing and sewer hose.	X		see options quote #14773
2.	Rear compartment must be of a one-piece construction including sides and top to allow for easy removal and eliminate any corrosion as the result of bolt together joints and seams.	X		
3.	Floor decking of rear body will be constructed of 11-gauge steel. Said flooring shall also be treated with a non-skid coating for maximum protection from slipping.	X		
4.	Rear compartment shall utilize three (3) "upward acting" compartment doors which incorporate a header/counter balance design. Made of anodized aluminum panels, which maximize maneuverability, minimize vehicle width and eliminate the safety hazard of open-hinged doors. Panels will have no rollers or cables, will resist rust and will be virtually maintenance free. Doors will include stainless steel, lockable and keyed alike heavy duty handles. The latch system to be a full width one piece lift bar operable by one hand. Each slat must have overlapping end clips to prevent slat from moving side to side. Top and side seals will prevent dust, dirt and moisture from entry compartment. Door shall have a 3" or less diameter counterbalance operator drum to assist in lifting the door. Hinged doors that protrude into work area, invite accident or personal injury, and could result in severe structural damage if vehicle is moved with hinged doors open, cannot be accepted.	X		
5.	The rear compartment will utilize two deluxe roll-up doors on either side. These doors will measure 48” wide x 52” high. These doors allow for complete access to rear compartment.	X		
6.	The rear compartment will utilize a deluxe roll-up door on the rear of unit that will measure 91” wide x 70” high. This door will protect components when closed and allow telescoping extension of hose reel when opened.	X		
7.	The rear roll-up door will be equipped with an automatic safety switch, which will not allow hydraulic extension of hose reel unless roll-up door is opened completely.	X		
8.	Stop, running, and directional lights will comply with ICC regulations.	X		
9.	The unit will have a heavy-duty rear bumper with hitch.	X		
10.	The unit will have mud flaps.	X		
11a.	***Optional -** Unit will include steel skirting with five (5) **steel** underbody toolboxes; two (2) toolboxes 18" x 18" x 30", two (2) toolboxes 18” x 18” x 36”, and one (1) toolbox 10” x 19” x 54”. The toolbox will be protected from the effects of water and road dust by a thick, automotive "bulb type" neoprene door seal. A heavy duty handle (locking style) will be provided on toolboxes.	X		see options quote #14773
11b.	Unit will include steel skirting with five (5) **aluminum** underbody toolboxes; two (2) toolboxes 18” x 18” x 30”, two toolboxes 18” x 18” x 36”, and one toolbox 10” x 19” x 54”. The toolbox will be protected from the effects of water and road dust by a thick, automotive "bulb type" neoprene door seal. A heavy duty handle (locking style) will be provided on toolboxes.	X		
11c.	Unit will include skirting that will be made of 11-gauge steel extending full height of toolboxes with cutouts for rear wheels.	X		
12.	Located in an underbody toolbox is an open hydro-root cutter oil storage reservoir mounted in a rollout assembly. The tank will be equipped with a hydraulic hand pump, which will be utilized to service the hydraulic root cutter. The tank will include a hinged lid which when closed will provide an airtight closure for the compartment. The tank will include a drain for draining of water and changing of hydraulic oil. An expanded metal basket will be included inside tank.	X		
12a.	***Optional -** Located in an underbody toolbox is an open hydro-root cutter oil storage reservoir mounted in a rollout assembly. The tank will be equipped with an **electric** pump, which will be utilized to service the hydraulic root cutter. The tank will include a hinged lid which when closed will provide an airtight closure for the compartment. The tank will include a drain for draining of water and changing of hydraulic oil. An expanded metal basket will be included inside tank.		X	Electric pump option no longer available
13.	Two (2) 4” PVC storage tubes for long handled tool storage shall be provided.	X		
N. ALL-WEATHER SAFETY SYSTEM:				
1.	The rear compartment shall be totally enclosed and heated with an 80,000 BTU heater. The heating of the compartment will prevent accidents and mechanical damage caused by ice build-up in hose (which can lead to hose bursts) and freezing of the high-pressure piping and/or water pump and will enhance overall ease of operations.	X		
2.	When not in the extended position, the hose reels shall be able to be retracted and housed within the heated rear compartment.	X		
3.	A recirculation fitting will be installed at the operators station to allow for recirculation of water. Recirculation will be possible at all times, including instances when truck is in motion.	X		
4.	An air purge system will be installed which allows high-pressure air to force water from system.	X		

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O. CONTROL PANEL:				
1.	The jetter control panel will be located at rear of truck on the curbside of the hose reel. All controls shall be mounted in a weather tight NEMA 4 control panel.	X		
2.	This control panel will include:	X		
	•Throttle •Low hydraulic oil warning light •Variable reel speed control •Control panel light •Water level indicator •Tachometer/hour meter			
3.	The dash controls shall include:	X		
	•Hydraulic lever instead of small joy stick for hose reel in and out •Water pressure gauge (glycerin filled) •Pump power control			
3a.	The dash shall include the hydraulic pressure gauge.	X		
3b.	The dash shall include the manifold reel control.	X		
4.	The jetter shall include a Rear Gauge Cluster (chassis engine monitoring) system. The system will consist of a single screen LCD monitor that will display engine Oil Pressure, Volts, Temperature, and RPM's. In addition it shall also be capable of monitoring various engine fault codes and service reminders. This option requires chassis to be provided with an SAE J1939 Interface (multiplex system).	X		
5.	PTO activation must be at the Operator Control Panel.	X		
P. LIGHTING:				
1.	Strobe light. LED 6" ON REAR,6" AMBER ON FRONT BUMPER, 180 LED ON cab , 180 6" AMBER EACH SIDE OF BOX. Amber led learning light system with side light & take down complete light bar	X		Also installing wig-wag lights on front/rear bumpers & side frame rails
2.	On top of rear compartment (*LED light on top of truck with multiple settings*)		X	see above unit will also have programable arrow board
3.	Floodlight at operator's station. LED	X		
4.	Handheld 12v/110v Rechargeable LED Spotlight	X		
5.	Arrow board, rear mounted LED	X		
6.	Arrow stick.		X	Arrow board will be used
7.	Rear pump compartment light LED	X		
8.	Lighting control panel shall be a a multi switch panel utilizing lighted rocker style switches (6)	X		
9.	LED work lights on each side of the truck Downward facing. Lights shall be flush mount to prevent damage from low hanging limbs and brush.	X		
10.	LED stop-turn-tail, marker and backup lighting. Led side work lights mounted high on each side of the work box not no to extend more then 2'' to prevent damage From trees and shrubs	X		
Q. MOUNTING:				
1.	Unit will be mounted using a base frame consisting of 3''x10'' tubing. Light panel shall be located in the cab of the truck and have internal switches for side work lights, warning light rear strobe (red) , Front Amber	X		
2.	Deck assembly will be bolted solid at rear and spring mounted under the tank to allow the jetter deck to fully support the tanks while allowing the truck chassis rails to flex.	X		
R. PAINTING:				
1.	Before painting, all metal shall be cleaned and etched with a phosphoric material to insure permanent bond of primer and paint.	X		
2.	All components of the unit whether purchased or manufactured shall be BOTH primed and painted prior to assembly in order to assure maximum resistance to corrosion. Painting after the assembly process is NOT acceptable.	X		
3.	The unit shall have the frame painted black and the hose reel and shroud assemblies to be painted standard white.	X		
S. ACCESSORIES:				
1.	25’ fill hose	X		
2.	Leader Hose	X		
3.	BB Hose Guide	X		
4.	Finned nozzle extension	X		
5.	Penetrator Nozzle with replaceable inserts	X		
6.	General Purpose Nozzle with replaceable inserts	X		
7.	Nozzle rack	X		
8.	Upstream pulley guide	X		
9.	Wash down gun with 25’ x ½” hose with quick disconnect	X		
10.	Paper Operator’s and parts manuals (3- copies each) CD-ROM Operators manual (copies each) On sight training by factory Trained Technician.	X		
11.	Vapor Rooter Chemical feed system or approved or equivalent to be installed in the heated compartment. System shall allow the applicator to foam root control utilizing the main 1'' hose system.	X		
Sa. OPTIONAL ACCESSORIES:				
1.	An additional paper Operator's Manual (3 copies Each)	X		see options quote #14773
2.	Smart Cutter root cutter kit with roller skids and blades for 8”, 10, 12, and 15” pipes.	X		see options quote #14773

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SELF-PROPELLED EASEMENT MACHINE
EXPANDABLE TRACK-DRIVEN

GENERAL - *It is the intent of these specifications to describe the minimum requirements for a self-propelled, all terrain type, mounted hose reel assembly to be used in conjunction a High Pressure Hydraulic Sewer Cleaner. The expressed purpose of this unit is to extend the capabilities of a high pressure hydraulic sewer cleaner into normally inaccessible areas such as but not limited easement, hillsides, ravines, creek beds, wooded areas and behind homes and buildings. The unit including all necessary equipment shall be furnished complete and ready for use. All equipment, not specifically mentioned, which are required for a complete unit shall conform in design, strength, quality of material and workmanship to the highest standard of engineering practice.*

A. DIMENSIONS: ***Because this unit is intended for use in undeveloped areas such as easements, wooded areas, and behind homes which requires passing through chain link fences, it is required that the following dimensions are met:***				
1.	Maximum Overall Length: 86” with reel assembly.	X		
2.	Maximum Overall Height: 63” with reel assembly.	X		
3.	Maximum Width with Tracks Retracted: 34”.	X		
4.	Width with Tracks Extended: 46”.	X		
B. MODE OF TRAVEL / DRIVE TRAIN:				
1.	Self-propelled, hydraulic drive system with skid steering propelled by dedicated 9” (nine inch) wide rubber crawler tracks.	X		
2.	Tracks shall extend hydraulically via a control valve. Manually extending track systems will not be accepted.	X		
3.	Dual hydraulic motors supply power to the tracks. Motors have full system pressure capable shaft seals to eliminate external leakage problems associated with similar products.	X		
4.	Steering is controlled by two sectional type directional control valve, which utilizes direct acting hydraulic valves. No cable controls shall be accepted.	X		
5.	Unit will be capable of 360-degree turning.	X		
6.	Unit will be capable of variable speeds.	X		
7.	Undercarriage shall utilize completely independent suspension. System shall consist of a drive sprocket on one end, an idler sprocket on the opposite end and three support idler wheels per side equally spaced along the length of the track between the drive and idler sprockets.	X		
8.	Ground pressure shall not exceed 5 psi.	X		
C. FRAME CONSTRUCTION:				
1.	The frame shall be constructed of formed steel plate, round and square tubular steel and built to accept full rated load in all ground conditions.	X		
2.	Frame must be capable of supporting an approximate operating weight of 2800 pounds consisting of 1800 pound transporter and 1000 pound payload.	X		
D. ENGINE:				
1.	The engine shall be air-cooled, gasoline, two cylinder rated at 24 HP at 3,600 RPM.	X		
2.	12-volt ignition system with charging system.	X		
3.	Starter with key locking switch.	X		
4.	Spin on replacement type oil filter.	X		
5.	Engine shall be supplied with a 18.5 liter/5 gallon fuel tank.	X		
E. OPERATING CONTROLS:				
1.	All indicators, switches, lights, and levers (except the reel control lever and water pressure gauge shall be located on the control panel in front of the operator. Controls to include:	X		
	•Ignition Switch •Throttle •Choke •Steering Controls			
2.	Unit will be supplied with a ball valve located at operating end of machine, which will enable the operator to bypass the water going to hose reel and cut off power to nozzle.	X		
3.	Unit will be supplied with a Pressure Relief valve rated for 3000 PSI. The relief valve discharge will be directed down to the ground to assure minimal impact to the operator's safety.	X		
F. HYDRAULIC SYSTEM:				
1.	Hydraulic reservoir shall have a capacity of 10 gallons.	X		
2.	An oil cooler shall be provided to facilitate adequate heat dissipation.	X		
3.	An auxiliary oil circuit shall be provided to support the use of hydraulic powered tools.	X		
4.	Said auxiliary oil circuit shall have a capacity of 10 gpm.	X		
5.	Hydraulic hose shall have a minimum pressure rating of SAE 100R2 type.	X		
6.	All hydraulic fittings shall have pressure ratings to meet or exceed that of the hose.	X		
7.	The hydraulic pump shall be direct coupled to the engine and provide all the oil required for both transport as well as reel control and tool circuit. The use of pulleys and belts to drive the hydraulic pump will not be accepted.	X		
8.	Hydraulic filter and assembly shall be located on the return line to the tank.	X		
G. SAFETY HOSE REEL AND FRAME:				
1.	Hose reel will be designed to withstand maximum working pressure and prevent hose damage.	X		
2.	Capacity of hose reel shall be 500’ of 1” high-pressure hose.	X		600' capcacity hose reel
3.	Reel shall be designed with a 1/4” steel flange.	X		
4.	Hose shall connect to reel within the reel.	X		
5.	The design of the reel shall include a minimum 1/4" deep "shoulder" machined into the shaft that traps the reel between the bearing blocks on the either side of the reel. This shoulder shall minimize side-to-side movement of the reel and prevent the shaft from sliding out from the reel and creating a safety hazard. In addition, the shoulders shall improve the ability of the system to handle any thrust loadings on the reel assembly.	X		

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6.	The center of the reel shall include at least three baffle structures that reinforce the center of the drum. The reel shall be specially designed to handle all the loads that have been measured during cleaning operations, including the pull force from the operation of the nozzle, and the compressive forces from the pressurization of the hose.	X		
7.	Reel will be powered by #60 chain driven by a hydraulic motor. It will be controlled by a directional control valve with separate variable speed control.	X		
8.	The hose reel shall have the ability to rotate 180 degrees when the unit itself is in a stationary position. This allows for ease of access to manholes in difficult locations	X		
9.	The four (4) roller head will open to allow use of hose guide, fin extension, and nozzle without need to thread hose into guide.	X		
10.	The unit will be supplied with a Footage Meter mounted on the Hose Reel.	X		
11.	***Optional -** Hose reel will be equipped with an Automatic Level Wind, which allows for "hands-free" winding of sewer hose onto the hose reel without operator touching sewer hose. The automatic level wind system will incorporate a drive system, which scrolls a pivoting four roller head back and forth across hose reel for proper winding of the sewer hose onto the reel. The automatic level wind system is equipped with a hydraulic controlled elevation system which incorporates dual cylinders and pivot arms to raise and lower the level wind guide depending on location of manhole. Level Wind raises/lowers minimum 45 degrees. (This features limits the capacity of the reel to 500' of sewer hose.)	X		see options quote #14775
H. HOSE:				
1.	Hose will be 1” ID with an operating pressure of 2500 PSI and a minimum burst pressure of 7500 PSI.	X		1" x 600' will be supplied
2.	The unit will be supplied with an abrasion resistant plastic **(Armor Belt)** sewer cleaner hose capable of cleaning sanitary service lines, storm lines, culverts, drainage tiles and other open conducts. The hose outer cover will contain an integral belting of high tensile polymer reinforcement for cut and abrasion resistance.		X	no longer available
I. OPTIONAL ACCESSORIES:				
3.	Unit to be supplied with an *additional* paper operator's manual.	X		
4.	Unit to be supplied with a CD-ROM operator's manual.	X		
5.	3- Nozzles matched	X		
J. PAINT				
1.	Before painting, all metal shall be cleaned and etched with a phosphoric material to insure permanent bond of primer and paint.	X		
2.	All components of the unit whether purchased or manufactured shall be BOTH primed and painted prior to assembly in order to assure maximum resistance to corrosion. Painting after the assembly process is NOT acceptable.	X		
3.	The unit shall have the frame painted black and the hose reel to be painted standard white.	X		
K. OPTIONAL LIGHTING				
1.	LED Flashing Lights	X		
2.	Floodlight LED	X		
3.	Handheld 12v/110v Rechargeable LED Spotlight	X		
L. TRAILER FOR SELF-PROPELLED EASEMENT MACHINE - ***It is the intent of these specifications to describe the minimum requirements for a trailer unit designed to carry the self-propelled easement machine.***				
1.	Trailer will have a single 7,500 lb. axle assembly.	X		
2.	Trailer will be single axle unit utilizing ST205-15 C rated tires. Tires to be mounted on white spoke rims.	X		
3.	The trailer frame will have a channel steel A-frame tongue and 12 gauge steel front and sides that are 15" tall. The trailer assembly will incorporate the design of a heavy-ramp assembly to facilitate easy loading and unloading of the easement machine from the trailer.	X		
4.	The bed of the trailer shall measure 10'4'' long by 6'8'' wide.	X		
5.	The trailer will have a heavy pre treated wooden floor maximizing support for storage and transportation of the easement unit. Heavy duty eyebolts shall be located in the corners of the trailer to provide anchor points for unit tie-down.	X		
6	Trailer will be equipped with a 2-5/16" ball hitch mounted in a channel that allows height adjustment.	X		
7.	The trailer shall be painted back and all lights and reflectors will be installed on the unit in compliance with ICC, DOT and State regulations.	X		
8.	Trailer will be complete with electric brakes and break-away assembly mounted on the towing end of the trailer.	X		
9.	The trailer will be equipped with a tongue-mounted toolbox for storage of tools and accessories.	X		
10.	***Optional -** Trailer to be equipped with hydraulic surge brakes.	X		see options quote #14775
11.	***Optional -** Trailer to be equipped with pintle ring style hitch.	X		see options quote #14775


CAMEL
WATER
SERVICES

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	James Huchel, Wastewater Manager
Co-Submitter:	Brad Hill
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Capital Pump & Equipment LLC for the purchase of two 4" pumps for the Water Reclamation facilities and other Water Services sections through a cooperative purchase contract.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract with Capital Pump & Equipment LLC for the purchase of two 4" pumps in the amount of $67,207.20; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Water Services Division is requesting to purchase these pumps for multiple reasons, including, routine maintenance at our water reclamation plants and to have on-site in the event of an emergency. The new pumps will be utilized during treatment plant tank cleanings and the transfer of wastewater sludge which will speed up the maintenance process. The last time the City needed to use a pump of this size in an emergency, it took eight hours for the company to deliver them from Phoenix which impacted the recovery process at the treatment plant. Additionally, having these pumps on-site will significantly increase the City's resiliency and preparedness if there is an emergency.

This purchase was procured under the active City of Tempe Cooperative Purchasing Agreement (Contract: WUD19-021-01; Solicitation: RFP 19-021). The City of Flagstaff is eligible to participate in the use of this contract as a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) cooperative.

Financial Impact:

The City currently has $80,000 budgeted in account 203-08-312-1121-0-4405 (FY 2019-2020) for this the pump purchase.

Policy Impact:

None.

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.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the award as recommended; or
2. Reject the cooperative purchase contract and direct staff to conduct a formal procurement.

Background/History:

These pumps will be used in both the routine maintenance at our water reclamation plants and within our wastewater collections system. The last time they were needed in an emergency was in 2016 when the tunnel system of the Wildcat Hill Water Reclamation Facility flooded. The City had to call a vendor in Phoenix to get a pump of this size delivered to Flagstaff. There was an eight (8)-hour delay for the pumps to be loaded on a semi-truck and make the trip to Flagstaff. Had they not been available, the Wildcat Hill Water Reclamation Facility would have failed to adequately treat wastewater and meet the State-regulated requirements under Arizona Discharge Elimination System Permit.

Key Considerations:

The purchase of these pumps will facilitate the Wastewater Treatment Section's routine maintenance at our water reclamation plants and increase our ability to respond to emergencies.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

This will improve our response time to localized flooding in the community and the treatment facilities.

Community Involvement:

N/A

Expanded Options and Alternatives:

N/A

Attachments: Pump Photo

City of Flagstaff Cooperative
Exhibit B Contract Award Notice
Exhibit A Quote
Exhibit B RFP
Exhibit B Vendor's Offer


IRON
PLANET

COOPERATIVE PURCHASE CONTRACT
Contract No. 2020-28

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 Capital Pump & Equipment, LLC., an Arizona Limited Liability Company ("Contractor").

RECITALS:

A. Contractor has a Local Government Purchasing Cooperative Contract WUD19-021-01 with the City of Tempe to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process (RFP 19-021); 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:

Wildcat Hill Wastewater Treatment Emergency Diesel Portable Pump

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 sixty-seven thousand two hundred seven dollars and twenty cents **($67,207.20)** 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. The Agency Contract includes the standard form Request for Proposal identifying the terms of the contract, proof of the Vendor's Offer and the Contract Award Notice identifying acceptance by the City Tempe. 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.

CAPITAL PUMP & EQUIPMENT, LLC:

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

Capital Pump & Equipment, LLC Quote

EXHIBIT B
AGENCY CONTRACT

Standard form Request for Proposal 19-021
Vendor's Offer for Request for Proposal 19-021
Contract Award Notice by the City Tempe 19-021-01

Contract Award Notice

Internal Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: WUD19-021-01
Description: Chemical & Water Pumps Services and Parts

94015
Capital Pump & Equipment
Tom Henderson
9229 S. Hardy Drive
Tempe, AZ 85284

Award Period
Beginning: 11/20/2018
Ending: 11/19/2020

Potential Renewals 3

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

Award Information

Labor Rates - Priced Per Hour

Specialization	[illegible]
Technician	$75.00
Helper	$50.00
Shop Technician	$60.00
Welder	$75.00
Electrician	$85.00
Other (specify below)	
Machinist	
What is your overtime policy?	1.5x

Transportation Equipment - Rate must be inclusive of all cost to include, but not limited to, personnel, supplies, travel, mobilization, fuel, etc.

Type	Per hour
Medium Duty Truck with Crane	$175.00
Semi	$95.00

Other Equipment - Rate must be inclusive of all cost to include, but not limited to, personnel, supplies, travel, mobilization, fuel, etc.

Type	Per hour
Specify Type, Size, and Cost Below	
17 Ton Crane and 1 man	$135.00
2.5 ton truck mounted crane	
20 Ton Hydraulic Crane	
45 Ton Hydraulic Crane	
75 Ton Hydraulic Crane	
90 Ton Hydraulic Crane	
Crane rental cost plus 20%	
Crane	
Other Equipment (specify below)	
Medium Duty Crane Truck with 2 man crew	$190.00
Rented as required	

Manufacturer	Catalog Number	Discount Offered
Alldos		
Busch		
Durco		
Goulds (ITT)		10%
KSB		
Masterflex		
Meta (Prominent)		
Milton		
ProMinent		
Pulsafeeder		
Vanton		
Verderflex		
Wallace & Tiernan		
Waukesha-Bredel		
Other Available		

Manufacturer	Catalog Number	Discount Offered
Ebara		10%
Franklin Electric		10%
Pioneer		10%
Stancor		5%
Versamatic		10%
National		10%
Barnes		10%
FLYGT		
ANSIMAG		
Chemineer		

Sulzer		
Wilden		
Blacoh		
Fybroc		
Baldor		
ARO		
Goulds Water Technology		
Iwaki		
Grundfos		
Flowserve		

Applicable Tax	8.10%
Tempe Based Co Sales Tax No	#20994945
Accept P Card	Yes
Accept ACH	Yes

11/16/18

Procurement Officer

Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER

Contract Modification Notice

Internal Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: WUD19-021-01
Description: Chemical & Water Pumps Services and Parts

Issue Date: 04/24/2019

94015
Capital Pump & Equipment
Tom Henderson
9229 S. Hardy Dr.
Tempe Az 85284

Effective Date
Beginning: 04/25/2019

This Contract Modification is being issued to formally document a change related to the above referenced contract. It shall remain in effect through the current expiration date unless extended or canceled per terms and conditions of the above referenced contract.

Contract Modification Information:

Price Change Information

Item	**Addition of Manufacturers**	Cost
	Nomad Diaphragm Pumps	0%
	Burks Pumps	10%
	Deming Pumps	10%
	Vaughan Pumps	0%

City of Tempe Contract Modification Acceptance

Shireen Boone — 4/24/19 — Date
Procurement Officer

Michael Greene, C.P.M., CPPO — 4-24-19 — Date
Procurement Administrator

Capital Pump & Equipment

9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Quote #: CP191153 **Job Name:** 4" Pump Sale

Customer: City of Flagstaff **Location:** Flagstaff, AZ

Contact: Matt Black
Phone:
Email: mblack@flagstaffaz.gov

Sale Items

Qty	U/M	Item #	Description	Price ea.	Total
2	ea	PP44S10	PP44S10L71-404D-22T	33,528.60	67,057.20
			Run Dry Mechanical Seal	-	-
			50 Gallon Fuel Capacity	-	-
			Enclosed Off Road Trailer	-	-
			Perkins Engine/41HP/IT4	-	-
			Murphy Control Panel	-	-
				-	-
				-	-
				-	-

Estimate Notes

Stock in Tempe, AZ

Sale Total $ 67,057.20

Estimated Delivery/Shipping $ 150.00

Estimated Labor N/A

Quote does not include applicable taxes

ESTIMATE TOTAL $ 67,207.20

Prepared by: Tim Kendall

Accepted by:

Date: Wednesday, July 31, 2019

Date:

Subject to Terms and Conditions on Page 2

Estimate valid for 30 days from issuance date

Capital Pump & Equipment
9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Terms, Conditions & Specifications

1. Customer agrees to abide by the terms and conditions on the purchase or rental contract.

2. Quantities are estimates and system is designed with information supplied by the customer. Any additional requirements will incur additional charges.

3. Customer responsible for all permits, traffic control, road crossings, etc.

4. Labor rate is for normal working hours. Weekend or nighttime will incur additional charges.

5. Quote does not include any applicable inbound freight, shipping or handling.

6. Quote must be approved with a Purchase Order No. or authorized form of payment prior to work commencement or purchases.

JOB SPECIFIC TERMS, CONDITIONS & SPECIFICATIONS

REQUEST FOR PROPOSAL CITY OF TEMPE

REQUEST FOR PROPOSAL: 19-021 **RFP ISSUE DATE:** June 27, 2018

Commodity Code(s): 196-16; 203-16; 127-23

PROCUREMENT DESCRIPTION: Chemical and Water Pumps Services and Parts

PROPOSAL DUE DATE/TIME: **Thursday, July 26, 2018, 3:00 P.M. Local Time**
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO THE PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Offeror should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Monday, July 16, 2018, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Shireen Boone E-mail: Shireen_Boone@tempe.gov Phone No: 480-350-8617
Procurement Officer Shireen Boone, CPPO, CPPB

Award recommendations are publicly posted to the Procurement Office web page **www.tempe.gov/procurement** and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, ( ) additional hard copies of the proposal response and one electronic copy on a flash drive are to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The Procurement Office is committed to fair and equal procurement opportunities for all companies wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene
Michael Greene, C.P.M.
Procurement Administrator

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit To Information

Company Name (as it appears on invoice): _____

Company Payment Remit To Address :

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based company, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment? Yes ☐ No ☐

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes ☐ No ☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offeror Date

_____ _____

Print or Type Name of Authorized Individual Title of Authorized Individual

Form 201-B (RFP)

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.

   C. Completed proposal forms for Vendor's Offer shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

   A. "City" means the municipal corporation of the City of Tempe, Arizona.

   B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

   C. "Contract" means the agreement for the procurement of goods, services, work, materials, or concessions.

   D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

   E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

   F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

   G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

   H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver goods, services, work, materials, or concessions to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

5. **Proposal Conference:** If a proposal conference is scheduled, Offeror should attend the conference to seek clarification of any points of confusion or requirements at issue.

6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.

10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

    It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

    "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

    If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final Offers (BAFO), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's website normally up to five (5) days prior to the scheduled City Council meeting by visiting http://www.tempe.gov/city-hall/city-clerk-s-office/public-meeting-schedules-agendas-and-minutes .

18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

19. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their website at www.tempe.gov/salestax.

20. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

21. **Discounts:** Payment discount periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

22. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Form 201-B (RFP) of this Request for

Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

23. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

24. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's website up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

G. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract. In the event the breach is not cured within 30 days from notice (or sooner if deemed necessary based on the circumstances of the default) the City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the breach has not been corrected to the City's satisfaction within the cure time specified, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience**: The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and

C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.

45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for two (2) years. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

   C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Vendor selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

9. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

10. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

11. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.

12. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

    If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance.

    Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.

13. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

14. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.

15. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP 19-021

Water and Chemical Pumps Service and Parts

Due Date: July 26, 2018

Submitting Company: _____

Address: _____

_____

When dropping off at the Procurement office, dial **8329** for assistance.

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Shireen Boone
City of Tempe
Internal Services/Procurement Office
Mail Stop 02-5
P O Box 5002
Tempe, AZ 85280-5002

If sending via courier, FedEx, UPS or hand delivery:

Shireen Boone
City of Tempe
Internal Services/Procurement Office
20 E Sixth St (2nd Floor)
Tempe, AZ 85281

Format of Documents

This document has been issued in Word format to allow the Offeror the ability to provide requested information, answer questions, and provide pricing within the actual document. **The answer boxes in the tables are auto expanding and will allow you to insert as much information as you feel is required.**

Any supplemental documentation that you feel is necessary for your response should be in pdf format, however, the scan should be optimized to low resolution.

For both the hard copies and flash drive copy it is only necessary to include the documents marked:

"Return this Section with your Response"

Each respondent may submit any information it feels necessary to complete their submission.

Downloading of Documents

If you have received this solicitation via one of the companies that provide bids to members, it is important that you download a copy from the City of Tempe website – this is the only way that the City can guarantee that you receive any addendums related to the solicitation.

Below is the link to the Tempe Bid Solicitations:

https://ww2.tempe.gov/bids/

Scope of Work

The City of Tempe is issuing this Request for Proposal to secure the services of a company or companies for chemical and water pump assembly preventative maintenance, repairs, testing, and parts. Additionally, the resulting contract(s) may include the purchase of equipment and parts on an as needed basis at the discretion of the City of Tempe. The initial contract will be for a period of two-years with the option to renew for supplemental terms of up to a maximum of three (3) years.

Offeror **does not** need to submit for all requested categories (maintenance, parts, and labor) to be considered for award.

The City may award multiple contracts to ensure that all required parts and services can be obtained.

Work Specifications

General machine work and or repair may consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding, and sandblasting, etc.

Repairs may consist of rebuilding damaged parts like shafts, impellers, weir plates, housings, bearings, mechanical seals, packing stuffing boxes, pump packing, or replacement thereof.

Specialty work consists of the machine shop fabrication of parts and assemblies not related to a pump repair, such as brackets, mounts, supports, etc. Machine work associated with pump repairs shall be priced as part of the pump repair.

Qualifications and Responsibilities

Minimum Requirements

- Contractor shall have a minimum of three (3) years of experience in inspecting, maintaining, testing, and repair of chemical pumps and motors.
- Contractor must have an operational facility sufficiently staffed with trained technicians in the Phoenix Metropolitan area.
- Contractor must have all equipment and qualified personnel to remove and/install pumps.
- Contractor must have local machine shop capabilities.
- Contractor must be an Arizona licensed contractor, if license is required to perform the scope of services noted herein.

Contractor Responsibilities

Contractor must provide all necessary labor, equipment, parts, transportation, tools, replacement parts and personnel with technical expertise necessary to make needed repairs to pumps.

Contractor shall be capable of determining the cause of the malfunctions, and of making the necessary repairs. The nature of the problem and possible cause shall be reported to WUD Plant Supervisor or the designated representative. Contractor will determine estimated repair costs for each unit and forward estimates to WUD Plant Supervisor or the designated representative prior to making repairs.

> **No repairs shall be performed without prior written authorization from the WUD Plant Supervisor or the designated representative.**

If a motor is attached to a pump, the contractor shall be responsible for removing and reattaching it to the pump after all repairs are completed, at no additional charge to WUD.

After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by WUD Plant Supervisor or the designated representative. If manufacturer recommendations are not available, interior ferrous parts shall be coated using two (2) coats of potable water approved (NSF 60) epoxy. Exterior shall be painted with one (1) coat of epoxy. Cost for painting/coating shall be listed as a separate line item on the repair estimate, and subsequent invoice.

Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or WUD specifications when manufacturer recommendations are not available.

Contractor will be required to repair and reinstall equipment within twenty (20) working days from the date of work approval by the City. In the event repair time must extend beyond the twenty (20) working day period, Contractor shall notify the WUD Plant Supervisor or the designated representative.

If any chemicals/materials/products are supplied, that requires material safety data sheets (MSDS) such sheets shall be delivered with the chemicals/materials/products by the Contractor(s) and shall be approved first by the City of Tempe before use.

Electrical Work

If the Contractor will be engaging in work that covers the service and maintenance of machines and equipment in which the unexpected energizing or startup of the machines or equipment, or release of stored energy, could cause injury to employees, they must follow the OSHA requirements as outlined in 29 CFR 1910.147, Control of Hazardous Energy regulation.

The Contractor is responsible for having qualified personnel to properly lock/out or tag/out electrical and mechanical equipment as deemed necessary per the above OSHA standard. Contractor’s personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of the work.

The Contractor is responsible for adhering to the latest addition of NFPA – 70E, standards for electrical safety in the workplace.

Confined Space Work

The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects.

The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that

1) is large enough and so configured that an employee can bodily enter and perform assigned work;
2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and
3) is not designed for continuous employee occupancy.

Dumping and Disposal of Waste

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. ANY DISPOSAL/DUMPING OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to the City upon request.

Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

Minimum Qualifications:

1. Does offeror have three (3) years of experience in inspecting, maintaining, testing, and repair of chemical pumps and motors?
   _____ Yes _____ No. If No, explain:

2. Does offeror have an operational facility sufficiently staffed with trained technicians in the Phoenix Metropolitan area?
   _____ Yes _____ No. If No, explain:

3. Does offeror and/or sub-contractors have all equipment and qualified personnel necessary to remove and/install pumps, and service required in the scope of work?
   _____ Yes _____ No. If No, explain:

4. Does offeror and/or sub-contractors have local machine shop capabilities?
   _____ Yes _____ No. If No, explain:
   a. If yes, provide address:

5. Provide Arizona State Contractor's License number: _____. If not applicable, explain below.

Evaluation Factor 2 – COMPANY		
	Question	**Response**
1	Provide the address of the facility that will provide services to the City of Tempe.	
2	Describe your company and its history – include years in business.	
3	Provide contact information for the primary account representative and a backup contact for the City of Tempe. • Contact Name • Phone Number • Cell Phone Number • e-mail address	Contact 1: Contact 2:
4	Provide information on staffing of service related personnel available for work to be completed.	
5	Provide information regarding your fleet of vehicles and equipment available to service the City of Tempe.	
6	How will your company keep the City advised of the progress of ongoing repairs?	
7	What repair services can your company provide?	
	a Can you provide testing and repair of electric motors?	
8	What is your company's response time for routine service calls?	
9	What is your company's response time for emergency repairs?	
10	What is the standard time for the creation of an estimate of repairs?	

11	Would your company subcontract any work?	
	a. If yes, what work would be subcontracted out, and to whom?	
12	List three references for each subcontractor proposed.	Reference 1: Reference 2: Reference 3:
13	Do you agree to the Terms and Conditions of this RFP?	____Yes _____No. If No, provide the term, redlining to modify, and an explanation why. ***NOTE:*** *Taking exception to any term in this RFP may cause the Proposal to be considered nonresponsive and rejected.*
14	List three (3) governmental or large corporate references for which you currently provide similar services. • Organization/Company Name • What type of work • Contact Name • Phone Number • Number of years the service has been provided	Reference 1: Reference 2: Reference 3:
Evaluation Factor 3 – WARRANTY		
15	Warranty Information	
	a What warranty do you provide on parts?	
	b What warranty do you provide on services performed by your company?	

Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any additional information or documents that will clarify your submittal.

	Description		Included √
1	One signed and complete original of the RFP response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.		
	a	Vendor's Offer has been signed and included with response	
2	Two (2) additional hard copies of the RFP response, and one on flash drive. • Only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal		
	a	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	
3	Questionnaire has been completed and included		
4	Price information is complete and included		
5	Copy of firms applicable Arizona license(s) has been included		
6	Certification of Compliance with Tempe Codes and Ordinances (submit applicable document)		
	a	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative	
	b	Certify compliance with City's antidiscrimination ordinance no. 02016.25	
7	Any addendum(s) have been signed and included		

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below. The award criteria align with the questionnaire and will include the evaluation of responses to each of the criteria.

****** FOR CITY USE ONLY***

Award Criteria			Weight	x	Rating	=	Points
1	Price		40	x		=	
	a	Labor					
	b	Equipment					
	c	Discounts offered on parts					
2	Company		35	x		=	
	a	Qualifications					
	b	Staffing					
	c	Vehicles and Equipment					
	d	Licensing					
	e	Experience and References					
	f	Ability to Comply with Terms & Conditions					
3	Warranty		25	x		=	
	a	Parts					
	b	Workmanship					
						Total	

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	9 to 10
Good	7 to 8
Average	4 to 6
Poor	0 to 3

Price Sheet

Return this Section with your Response

Pricing must be inclusive of all costs including, but not limited to, labor, equipment, travel time, service call fees, and mileage, etc. The City will not pay fuel surcharges or any cost beyond those stated below.

The City spends approximately $205,000 annually (calculated from 5 year total) for services and parts under this contract.

Evaluation Factor 1 - PRICE

Labor Rates

Specialization	Per hour
Technician	$
Helper	$
Shop Technician	$
Welder	$
Electrician	$
Other (specify below)	
	$
	$
	$
	$
	$

What is your overtime policy?	

Transportation Equipment - Rate must be inclusive of all cost to include, but not limited to, personnel, supplies, travel, mobilization, fuel, etc.

Type	Per hour
Medium Duty Truck	$
Semi	$
Other (specify below)	
	$
	$
	$
	$
	$

Other Equipment - Rate must be inclusive of all cost to include, but not limited to, personnel, supplies, travel, mobilization, fuel, etc.

Type	Per hour
Crane	
Specify Type, Size, and Cost Below	
	$
	$
	$
	$
Other Equipment (specify below)	
	$
	$
	$

Pumps and Parts

Contractor shall provide a discount off of list price for actuators, parts, supplies, and add-on equipment.

All items in the manufacturer price catalog(s) shall be available to the City at the discount offered. The discount off of list shall remain fixed throughout the contract. Unit price shall be the published price less the discount offered. Manufacturer's price catalog(s) must be submitted within ten (10) working days upon notification of award. Manufacturer's price catalog(s) may be submitted in the form of print, CD or Internet web-site.

Updates to the referenced catalogs **must** be provided at no cost to the City when made available. Updates may be in the form of print, CD or Internet web-site.

Manufacturer	Catalog Number	Discount Offered
		%
Alldos		%
Busch		%
Durco		%
Goulds		%
KSB		%
Masterflex		%
Meta (Prominent)		%
Milton		%
ProMinent		%
Pulsafeeder		%
Vanton		%
Verderflex		%
Wallace & Tiernan		%
Waukesha-Bredel		%
Other Available		
		%
		%
		%
		%
		%
		%
		%
		%

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:	City of Tempe Accounting (see below for your contact) P.O. Box 5002 Tempe, Arizona 85280 Phone: 480-350-8355	
Accounting Contacts:	Kimberly Williams	Letters A – H and Numbers
	Ramona Zapien	Letters I – Z
	Alex Chin	General AP Inquiries and AP Checks

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

"Return this Section with your Response"

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal.

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

"Return this Section with your Response"

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.

- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: _____
Signature

_____ _____
Print Name Title

_____ _____
Company

Vendor's Offer

"Return this Section with your Respoase"

Offeror must complete, sign and submit an original of this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: Capital Pump & Equipment

Company Purchase Order Mailing Address:
Street Address: 9229 S. Hardy Drive
City, State, Zip: Tempe, AZ 85284

Contact Person: Tom Henderson
E-mail Address: thenderson@cpepumps.com
Phone Number: 480-626-5257
Cell Number: 480-290-1585

Remit To Information
Company Name (as it appears on invoice): Capital Pump & Equipment

Company Payment Remit To Address :
Street Address: 2820 S. Alma School Rd., Suite 18, PMB 149
City, State, Zip: Chandler, AZ 85286

Company Tax Information
If a Tempe-based company, provide Tempe Transaction Privilege (Sales) Tax No.: 20994945 20994945

Payment Options
Will your company accept the City's Master Card for payment? Yes [X] No [ ]
Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes [X] No [ ]

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (must sign in ink)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror — 7/23/18 Date

Tom Henderson — Print or Type Name of Authorized Individual

President — Title of Authorized Individual

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Co-Submitter:	Allison Eckert, Interim HR Director
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Approval of Contract: Consideration of a Contract for Compensation Study Services.

STAFF RECOMMENDED ACTION:

1. Approve a Contract for Professional Services between the City of Flagstaff and Evergreen Solutions, LLC, in an amount not to exceed $78,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This Contract will provide for services from Evergreen Solutions, LLC ("Evergreen") to conduct a comprehensive compensation study and assist in the development and implementation of a compensation plan with a total reward strategy that will support the growth of the City and provide a competitive edge necessary to compete for highly qualified employees.

Evergreen has been providing these services for over 15 years and if the Contract is awarded, will provide the City with a comprehensive compensation review and assist in the development and implementation of a total reward strategy.

Within 90 days, Evergreen will complete the study and create a compensation plan covering the entire process, an evaluation of the current broadband and all other pay plan structures, total compensation survey, identification of benchmark jobs and organizations, salary structure guidelines considering current and future minimum wage increases, program guidelines, and implementation plan and recommendations.

The following objectives will be met as Evergreen develops the compensation plan:

- Creating a comprehensive review of the classification and compensation policies, practices, and structures and development and implementation of a total reward strategy that will support the growth of the City and provide the competitive edge necessary to compete for highly qualified employees.
- Establishing realistic and sustainable solutions considering the City's financial condition.
- Defining policies and procedures to support the total reward strategy and can be flexible,

so the compensation plan remains responsive to changes within the City, the market and the economy.
- Developing the steps to administer the compensation plan in a simplified, straightforward and easily described method.
- Ensuring that the compensation plan maintains a high level of credibility.

Financial Impact:

This study is funded in Human Resources FY 2019-2020 Budget in Account No. 001-01-012-0020-1-4290 for $150,000, and the proposal from Evergreen Solutions, LLC is $78,000.

Policy Impact:

Policies may be updated based on recommendations from the compensation study consultant's analysis. Any policy recommendations would be brought to City Council for approval prior to implementation.

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

Council Goals
Personnel: Attract and retain quality staff.

Team Flagstaff Strategic Plan
Strategic Priority #2: Invest in our people by providing competitive compensation.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

By failing to move forward with this Contract, Human Resources would not have the same ability to address the compensation issues identified at the employee level through the EAC and by the Leadership Team within the timeframe identified and by a team of professionals with 15-20 years of specialized experience in compensation.

1. Approve the award as recommended.
2. Have the Human Resources staff perform the compensation study services, but it would take much longer since it could not be the sole focus of the staff. Additionally, staff does not have the same qualifications as the compensation professionals from Evergreen.
3. Not conduct a comprehensive study and continue moving forward with additional attempts of bringing the City's compensation plan closer to market competitiveness and one that will assist the City in attracting and retaining a highly qualified workforce.
4. Reject the recommended award and direct Staff to re-solicit.

Background/History:

The last comprehensive compensation study for the City was conducted in 2008 and resulted in several initiatives and enhancements to the City's compensation philosophy and total rewards strategy including:

1. Creation of an established market, also known as benchmark organizations, to use for analysis.
2. Identification of 26 positions to serve as benchmark positions during market evaluations.
3. Implementation of standard practices for classification evaluation, such as frequency of annual

check-in surveys, market analysis (every 3-5 years or as dictated by results of check-in surveys), and full comprehensive compensation studies (every 10-15 years).

The Human Resources Division has continued to promote implementation of the recommendations from that 2008 study to include moving the organization towards a market-based compensation program and continuing to conduct market surveys and provide recommended compensation adjustments as part of the annual budget process.

The City currently has 1,017 employees and 266 classifications. Annual check-in surveys are conducted each year, and comprehensive market analysis is conducted every three (3) to five (5) years, depending on how quickly the market is moving. Market movement is determined by reviewing the annual check-in data. The annual market check-in surveys and periodic market analysis ensure the City remains competitive with our established market. Following the completion of Market Based Pay (MBP) implementation, the City has chosen to continue reviewing changes in our established market but focus on reviving merit increases for employees to address compaction in the ranges.

In alignment with the City's compensation philosophy, the City's goal was to secure the services of a compensation consulting firm to conduct a comprehensive review of our compensation program every 10-15 years. It has been 11 years since the last comprehensive review. This compensation study is necessary to bring the research up-to-date.

The Scope of Work sought for completion by Evergreen includes the following:

PHASE I – Address the following with recommendations due on January 2, 2020:

1. Conduct a comprehensive review and provide recommendations on the Broadband Pay Plan structure and process as follows:

   a. Best practices for moving through the broadband zones
   b. Internal equity processes when compared to non-broadband classifications
   c. Merit or performance-based pay increases in broadband structures
   d. Best practices for zone change requests
   e. Best practices for managing the budget of broadband zone change requests

PHASE II – Address the following with recommendations due on February 14, 2020:

1. Conduct a comprehensive review of the remaining pay plan structures.
2. Address the City's minimum wage impact (per City Ordinance).
3. Review market comparisons and application of market data to all pay structures to ensure that City salaries remain competitive.
4. Identify ways in which the City may adjust the pay structures to respond to changes within the City, the market, and the economy.
5. Suggest any further evaluations or studies necessary for the City to implement a total reward strategy established by this process.
6. Provide written status reports on a bi-weekly basis.
7. Be available for a minimum of three (3) on-site meetings to present the status of the findings to the Compensation Committee, the Employee Advisory Committee and Leadership, including, the cost of implementing the proposed compensation strategies and future impacts of the recommended changes.
8. Prepare an implementation plan.
9. Present the compensation plan and recommendations to the Mayor and City Council.

Key Considerations:

In partnership with the Human Resources Division, the City's Purchasing staff utilized a formal Request for Proposal process. Six proposals were received, and an evaluation committee comprised of representatives from the City, the Employee Advisory Committee and the Compensation Committee determined that the Evergreen proposal was both responsive and responsible with a competitive fee.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

The total reward strategy will support the growth of the City and provide the competitive edge necessary to compete for highly qualified employees. Employees who have a direct impact on the level and type of service we provide to the Community.

Community Involvement:

Inform.

Expanded Options and Alternatives:

N/A

Attachments: Final Contract

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2020-27

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and, Evergreen Solutions, LLC, a Florida Limited Liability Company ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide compensation study and consulting services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide Compensation Consultant services to evaluate and enhance the City of Flagstaff's compensation program with a focus on salary compression and tactics that can be implemented with limited funds in a multi-phase approach, and other services generally described as follows:

COMPENSATION STUDY

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a sum not to exceed seventy-eight thousand dollars and zero cents ($78,000). Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B,* are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit B.*

4. Key Personnel/Subcontractors: The Contractor shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is the Human Resources Director, Jeanie Gallagher, or her designee. All communications to the City shall be through the City Representative who is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.

6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of one (1)-year unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties.

8. Renewal: This Contract may be renewed or extended for up to four (4) additional one (1)-year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

DATA AND RECORDS

9. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

10. Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

11. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MISCELLANEOUS

12. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jeanie Gallagher
Human Resources Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Allison.Eckert@flagstaffaz.gov
Phone: (928) 213-2090

To Contractor:

Jeff Ling, Ph.D.
Executive Vice President
Evergreen Solutions, LLC
2878 Remingten Green Circle
Tallahassee, FL 32303
Jeff@consultevergreen.com
Phone: (850) 383-0111

With a copy to:

Matthew K. Luhman, MBA, CPP
Purchasing Manager
Purchasing Section
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
mluhman@flagstaffaz.gov
Phone: (928) 213-2278

With a copy to:

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

CONTRACTOR

_____

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed Issued:_____

EXHIBIT A

SCOPE OF WORK

1.5 – Detailed Work Plan

Evergreen has provided a detailed work plan to conduct a Compensation Study for the City of Flagstaff (City) in this section. We understand that City has approximately 1,017 employees, in 266 classifications, which will be included in this study:

Our work plan consists of the following eight tasks:

Task 1: Project Initiation
Task 2: Evaluate the Current Broadband Pay Plan Structure
Task 3: Evaluate the Current Skill-Based Pay Plan, Public Safety, and General 2080 Pay Plan Structures
Task 4: Identify List of Market Survey Benchmarks and Approved List of Targets
Task 5: Conduct a Market Salary Survey and Provide External Assessment Summary
Task 6: Develop Strategic Positioning Recommendations
Task 7: Develop and Submit Draft and Final Reports
Task 8: Develop Recommendations for Compensation Administration

Task 1.0
Project Initiation

TASK GOALS

- Finalize the project plan with City.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for overall process, milestones, and deliverables.
- Conduct an initial meeting.

TASK ACTIVITIES

1.1 Discuss with the City Project Manager (CPM) the following objectives:

- understand City objectives for this project, mission and current compensation philosophy (if any);
- review our proposed methodology, approach, and project work plan to identify any necessary revisions;
- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.

1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.

1.3 Obtain relevant materials, including:

- related background documents;
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
- organizational charts along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), benefits information, and classification system; and
- personnel policies and procedures.

	1.4 Review and edit the project work plan and submit a schedule for the completion of each project task and written, bi-weekly status reports to the City Manager or designee 1.5 Schedule and conduct initial meeting with the Compensation Committee, Employee Advisory Committee, and Leadership to assure an understanding of project objectives. **KEY PROJECT MILESTONES** • Comprehensive project management plan • Comprehensive database of City employees • Initial meeting
PHASE I – for delivery by January 2, 2020	
Task 2.0 **Evaluate the Current Broadband Pay Plan Structure**	**TASK GOALS** • Conduct a comprehensive preliminary evaluation of the City's current pay scale and existing classification plan. • Review related background documents. **TASK ACTIVITIES** 2.1 Obtain the existing Broadband Pay Plan structure for the City. Look for potential problems and issues to be resolved. Review related background documents. 2.2 Determine the strengths and weaknesses of the current broadband zones for the City, and identify any pay compression issues that need to be addressed. 2.3 Complete an assessment of current conditions that details the pros and cons of the current system for the City as well as highlights areas for potential improvement in the final adopted solution. 2.4 Provide recommendations and best practices related to the following: • moving through the broadband zones; • internal equity processes when compared to non-broadband classifications; • merit or performance-based pay increases in broadband structures; • zone change requests; and • managing the budget of broadband zone change requests. **KEY PROJECT MILESTONES** • Review of existing Broadband Pay Plan for the City • Review related background documents • Assessment of Broadband Pay Plan current conditions
Phase II – for delivery by February 14, 2020	
Task 3.0 **Evaluate the Current Skill-Based Pay Plan, Public Safety, and General 2080 Pay Plan Structures**	**TASK GOALS** • Conduct a comprehensive preliminary evaluation of the City's current pay scale and existing classification plan. • Review related background documents.

TASK ACTIVITIES

3.1 Obtain the existing Skill-Based Pay Plan, Public Safety, and General 2080 Pay Plan structures for the City. Look for potential problems and issues to be resolved. Review related background documents.

3.2 Determine the strengths and weaknesses of the current pay structures for the City, and identify any pay compression issues that need to be addressed.

3.3 Complete an assessment of current conditions that details the pros and cons of the current system for the City as well as highlights areas for potential improvement in the final adopted solution, including an evaluation of the current and future role of the Compensation Committee.

KEY PROJECT MILESTONES

- Review of existing Skill-Based Pay Plan, Public Safety, and General 2080 Pay Plan structures for the City
- Review related background documents
- Assessment of current Skill-Based Pay Plan, Public Safety, and General 2080 Pay Plan structures conditions

Task 4.0
Identify List of Market Survey Benchmarks and Approved List of Targets

TASK GOALS

- Reach an appropriate number and identify the proper benchmark positions for the external labor market assessment.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment.

TASK ACTIVITIES

4.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note**: Evergreen will work with the CPM to select up to 60 benchmark positions for the market salary survey.

4.2 Submit the list of positions to the CPM for review.

4.3 Based on the review, make revisions to the benchmark list and finalize consistent with Evergreen's analysis.

4.4 For each employee group, review with the CPM at least five other local government and private sector peer organizations to be included in the market survey. **Note**: Evergreen will work with the CPM to select up to 20 targets for the market survey.

4.5 Develop a preliminary list of organizations for the external labor market salary survey, placing a comparative emphasis on characteristics such as:

- size of the organization;
- geographic proximity to the Flagstaff area;
- economic and budget characteristics; and
- other demographic data.

4.6 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.

4.7 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.

4.8 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Preliminary list of benchmark positions
- Final list of benchmark positions for the external labor market assessment
- Initial list of survey peers
- Survey methodology
- Final list of survey peers and contacts

Task 5.0 Conduct a Market Salary Survey and Provide External Assessment Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.

TASK ACTIVITIES

5.1 Prepare a customized, comprehensive external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.

5.2 Contact the targets for electronic completion of the survey.

5.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.

5.4 Collect and enter survey results into Evergreen's electronic data analysis tools.

5.5 Validate all data submitted.

5.6 Develop summary report of external labor market assessment results.

5.7 Submit summary report of external labor market assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

Task 6.0 Develop Strategic Positioning Recommendations

TASK GOALS

- Assess the appropriateness of City existing compensation philosophy.
- Propose changes to the overall pay scale based on the results of the external labor market salary survey.
- Develop a plan providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

6.1 Identify the accepted compensation philosophy and accompanying thresholds.

6.2 Using the market salary data collected in **Task 4.0**, and the classification data reviewed in **Task 2.0**, as well as internal equity and review each classification for appropriate assignment and determine the proper pay scale including number of grades and ranges.

6.3 Identify highly competitive positions among City's employees and customize recommendations for compensation, where required.

6.4 Produce a pay scale(s) that best meets the needs of City from an internal equity and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

Task 7.0
Develop and Submit Draft and Final Reports

TASK GOALS

- Develop and submit a draft and final report of the Compensation Study.
- Prepare the final report.

TASK ACTIVITIES

7.1 Produce a comprehensive draft report that outlines the methodology and documents the results of each previous step including all market research and recommendations, including but not limited to:

- hiring policies for new employee compensation (full-time, exempt, temporary and those entering broadband);
- compensation policies relating to internal promotions, demotions, transfers and voluntary reassignment of existing employees;
- recommendations necessary for the implementation of a total reward strategy;
- hazardous assignment pay;
- paramedic pay;
- on-call and/or standby pay; and
- acting pay.

7.2 Submit the comprehensive draft report to the CPM for review and approval.

7.3 Make edits and submit copies of the Final Report.

7.4 Present the Final Report to the Mayor and City Council.

7.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and Final Reports
- Implementation and maintenance database

Task 8.0
Develop Recommendations for Compensation Administration

TASK GOAL

- Develop recommendations for the continued administration by City staff to sustain the recommended compensation plan.

TASK ACTIVITIES

8.1 Develop recommendations and guidelines for the continued administration and maintenance of the compensation plan, including recommendations and guidelines related to:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;

- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

8.2 Recommend recruitment/retention strategies, where appropriate.

8.3 Present recommendations to the CPM for review.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

1.6 – Proposed Timeline

Evergreen Solutions possesses the ability, staff, skills, and tools to conduct a Classification and Total Compensation Study for the City of Flagstaff (City) in approximately **two and a half** months of the project start date and following signing of the contract. This schedule is based on a tentative start date of **December 1, 2019**, and a completion date of **February 14, 2020**.

Our proposed schedule can be modified in any way to best meet the needs of the City.

A Fee Proposal to Conduct a Compensation Study for the City of Flagstaff, Arizona

RFP #2020-27

ORIGINAL



Evergreen Solutions, LLC

Thursday, October 31, 2019
3pm Arizona Time

A Fee Proposal to Conduct a Compensation Study for the City of Flagstaff, Arizona

RFP #2020-27

Submitted to:

City of Flagstaff
211 West Aspen Ave.
Flagstaff, Arizona 86001

Submitted by:



Evergreen Solutions, LLC
2878 Remington Green Circle
Tallahassee, Florida 32308
(850) 383-0111 (ph) / (850) 383-1511 (fax)

October 31, 2019

FEES FOR SERVICES

Evergreen Solutions, LLC is pleased to present our proposed costs to conduct a Compensation Study for the City of Flagstaff (City). We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 1** of our proposal is **$78,000**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. **Note:** Our cost includes up to **four** trips to the City during the course of the study.

Our preferred payment schedule is:

- 25 percent upon completion of Tasks 1 – 2
- 25 percent upon completion of Tasks 2 – 4
- 25 percent upon completion of Tasks 5 – 6
- 25 percent upon completion of Tasks 7 – 8

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City wishes to identify.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed

inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were delivered or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. **CONTROL:** Contractor shall be responsible for the control of the work.

27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

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

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

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

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil 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 DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. **ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Approval of Contract: Category 5 Master Cost Recovery Agreement between USDA, Forest Service, Coconino National Forest and the City of Flagstaff.

STAFF RECOMMENDED ACTION:

Approve the Master Cost Recovery Agreement Between U.S. Department of Agriculture (USDA), Forest Service, Coconino National Forest, and City of Flagstaff.

Executive Summary:

On June 18, 2019, Council approved the Category 5 Master Cost Recovery Agreement (the "Agreement") between the USDA, Forest Service, Coconino National Forest and the City of Flagstaff to expedite the processing of special use permits for City projects on Forest Service lands. The Agreement was to be funded with an initial $15,000.00, however, this number does not represent the actual costs of processing the applications. The Forest Service evaluated the actual costs and redrafted a new Agreement which details a breakdown of fees per project. The total processing cost is $22,352.00 for the three City projects shown below.

1. Sheep Crossing	$4,936.80
2. Lake Mary #2 Communication Tower	$3,898.40
3. Cinder Lake Landfill Project estimated at	$13,516.80
Total Estimated Cost	$22,352.00

Processing fees are based upon the direct and indirect costs that the Forest Service incurs in reviewing the applications, conducting environmental analyses, reviewing documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, and authorizing the applications. The processing fee shall be based only on costs that are necessary to process the applications.

Additional projects may be added to the Agreement through an Addendum which will update the processing costs for any additional applications.

Financial Impact:

The City shall pay $22,352 within 30 days of the date the bill for the fee was issued.

If payment of the processing fee exceeds the Forest Service's final processing costs the Forest Service shall either
(a) refund the excess payment to the applicant
(b) at the applicant's request, shall credit it towards monitoring fees due

The Forest Service shall annually report costs incurred for processing the applications by providing a financial statement to the City of Flagstaff.

When the estimated processing costs are lower than the final processing costs the Forest Service will bill the City and the City shall pay the difference within 30 days.

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:

Yes, Council approved the Category 5 Master Cost Recovery Agreement on June 18, 2019, for an initial processing fee of $15,000.

Options and Alternatives:

1. Approve the Agreement with the Forest Service.
2. Do not approve the Agreement which may delay the City projects.

Background/History:

The City has many projects that cross Forest Service land and require special use permits from the Forest Service prior to the commencement of any work. These are a range of capital improvement projects; water, communication, transportation, and multi-modal transportation. The Master Cost Recovery Agreement will help to expedite the processing of the applications with the Forest Service. The projects that are currently in review with the Forest Service are the following.

1. Sheep Crossing
2. Lake Mary #2 Communication Tower
3. Cinder Lake Landfill Project estimated

Key Considerations:

Approval of the Mater Cost Recovery Agreement will allow the Forest Service to process the City's applications and help to expedite the process.

Community Benefits and Considerations:

City capital projects will be processed quicker and will result in benefits to the community. Current projects are related to water, FUTS and road improvement projects.

Community Involvement:

Inform

Attachments: Old Agreement

New Agreement

18MJ-110304080122	FS-2700-26b (09/12) OMB No. 0596-0082

CATEGORY 5 MASTER COST RECOVERY AGREEMENT

Between

USDA, FOREST SERVICE, Coconino National Forest,

and City of Flagstaff

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Coconino National Forest (the Forest Service), and the City of Flagstaff (the applicant) under 36 CFR 251.58.

A. RECITALS

1. On July 25, 2018, the Forest Service accepted the applicant's applications for use and occupancy of National Forest System lands (hereinafter "the applications"), which are enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the applications.

2. The proposed use involves multiple phases of development or the applicant has submitted a group of applications or similar applications for a specified geographic area. Therefore, the fee for processing the applications falls within category 5 under the applicable Forest Service processing fee schedule and/or the fee for monitoring the applicant's special use authorizations falls within category 5 under the applicable Forest Service monitoring fee schedule.

4. The geographic area to be covered by this agreement is areas and projects within the City of Flagstaff incorporated boundaries. See Appendix B.

5. In signing a master agreement for a major category application submitted or authorization issued under authorities other than the Mineral Leasing Act, the applicant waives the right to request a reduction of the processing or monitoring fee based upon the reasonableness factors in 36 CFR 251.58(c)(1)(ii)(A) or (d)(1)(ii)(A). Therefore, the Forest Service is entitled to recover its full actual costs for all major category applications or authorizations covered by this master agreement.

6. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If a major category application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws a major category application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.

7. The Forest Service shall determine the appropriate level of environmental analysis for each application which is enumerated in Appendix D and inform the applicant prior to initiating the environmental analysis.

8. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

PART I - PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the applications are based upon the direct and indirect costs that the Forest Service incurs in

reviewing the applications, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorizations, and preparing documentation of analyses, decisions, and authorizations for the applications. The processing fee for the applications shall be based only on costs that are necessary for processing the applications. "Necessary for" means that but for the applications, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the applications. Proportional costs for analyses, such as capacity studies, that are necessary for the applications may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the applications and an estimate of the agency's costs to process the applications, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the applications in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the applications.

3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the initial estimated processing fee of $15, 000 and a subsequent quarterly estimated processing fee of $, for a total of $.The initial bill for the estimated processing fee will be sent by The Forest Service, Albuquerque Service Center (ASC).

4. Payment. The applicant shall pay the initial estimated processing fee and any subsequent estimated processing fee within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate processing the application until the initial estimated processing fee is paid. If the applicant fails to pay the initial or any subsequent estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. Statement of Costs. The Forest Service shall annually report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. Underpayment. When the estimated processing costs are lower than the final processing costs for the applications, the applicant shall pay the difference between the estimated and final processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the Forest Service's final processing costs for the applications, the Forest Service shall either (a) refund the excess payment to the applicant or, (b), at the applicant's request, shall credit it towards monitoring fees due.

8. Disputes

a. If the applicant disagrees with the processing fee category assigned for a minor category or, in the case of a major processing category, with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the applications during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the

application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on 12/31/2023. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Bridget Roth, Public Services Staff, 928-527-3470.

The applicant's contact is Charity Lee, Real Estate manager, 928- 213-2072.

PART II - MONITORING FEES

B. BASIS FOR MONITORING FEES

1. Minor Category Authorizations. For minor category authorizations, the Forest Service shall assess the applicant a monitoring fee based upon the estimated time needed for Forest Service monitoring to ensure compliance with the authorization during construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site. The assessed monitoring fee for minor categories will be taken from the applicable fee schedule.

2. Major Category Authorizations. For major category authorizations, the Forest Service shall assess the applicant a monitoring fee based upon the agency's estimated full actual costs to ensure compliance with the terms and conditions of the authorization during all phases of its term, including but not limited to monitoring to ensure compliance with the authorization during the construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for monitoring the authorizations and an estimate of the agency's costs to monitor the authorizations, which will be incorporated into this agreement as Appendix D. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the scope of work shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Billing. The Forest Service shall bill the applicant prior to commencement of construction, reconstruction, rehabilitation, or any other activity subject to a monitoring fee. The applicant shall pay the initial estimated monitoring fee of $ before or at the same time the authorization is issued and a subsequent monthly or quarterly estimated monitoring fee of $, for a total of $. The bill for initial estimated monitoring fee is attached.

3. Payment. The applicant shall pay the initial estimated monitoring fee and any subsequent estimated monitoring fees within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate monitoring the authorization

until the estimated monitoring fee is paid. If the applicant fails to pay the initial or any subsequent estimated monitoring fee or the fee is late or fees due become delinquent, the Forest Service shall not issue the authorization or shall suspend or revoke the authorization in whole or in part.

4. Statement of Costs. The Forest Service shall annually report costs incurred for monitoring the authorizations by providing a financial statement from the agency's accounting system to the applicant.

5. Underpayment. When the estimated monitoring costs are lower than the final monitoring costs for the authorizations, the applicant shall pay the difference between the estimated and final monitoring costs within 30 days of billing.

6. Overpayment. If payment of the monitoring fee exceeds the Forest Service's final monitoring costs for the authorizations, the Forest Service shall either (a) adjust the next periodic payment to reflect the overpayment or (b) refund the excess payment to the applicant.

7. Disputes

a. If the applicant disagrees with the monitoring fee category assigned for a minor category or, in the case of a major monitoring category, with the estimated dollar amount of the monitoring costs, the applicant may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed monitoring fee, the Forest Service shall issue the authorizations and/or allow the use and occupancy to continue during the supervisory officer's review of the disputed fee, unless the applicant elects not to exercise the authorized use and occupancy of National Forest System lands during the review period.

c. If the applicant fails to pay the full disputed monitoring fee, the Forest Service shall not issue the applicant an authorization for any new uses or shall suspend or revoke the applicant's existing authorization in whole or part pending the supervisory officer's determination of an appropriate monitoring fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed monitoring fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

8. Lack of Administrative Appeal. A decision by an authorized officer to assess a monitoring fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

9. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

10. Expiration and Termination. This agreement expires on 12/31/2023. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

11. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is name, title and telephone number. Same as for processing above.

The applicant's contact is name, title and telephone number. Same as for processing above.

This agreement is accepted subject to all its terms and conditions.

DRAFT

_____ City of Flagstaff	_____ Date
_____ Laura Jo West Forest Supervisor, Coconino National Forest USDA, Forest Service	_____ Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0082.. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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APPENDIX A

Applications and Authorizations Subject to this Agreement

Applications

Sheep Crossing FUTS Trail

Old Walnut Canyon Road Easement

Lake Mary Communication Tower

DRAFT

Cinder Lake Landfill Road and utilities

Old Route 66 Road Easement

Red Gap Pipeline

Authorizations

Amendments and monitoring of the Master Permit for water facilities.

Monitoring of other projects under City of Flagstaff authorizations.

DRAFT

APPENDIX B

Scope of Work

NEPA and permitting of smaller projects, including preparation of reports, documents. Includes transfer of remaining funds from the existing agreement #14MJ11030405481 which expires December 31, 2018 and indirect costs of 10%. Activities under this agreement including monitoring of existing permitted areas including review of work on existing facilities when maintenance needs to occur to comply with laws and regulations.

Small projects including:

Sheep Crossing FUTS Trail

Old Walnut Canyon Easement

Red Gap Pipeline Geotech

Lake Mary Communication Site

Old Route 66 Easement

Total Costs estimated for these: $19,362

Indirect costs 10% : 1936

Total: $21,298

Cinder Lake Landfill project including NEPA oversight:

Costs: $19,782
Indirect costs 10%: $1,978

Total Costs: $21,760

Existing archeological review of water systems in the Inner Basin

Red Gap Pipeline NEPA is not yet estimated as there is not a firm application submitted to the Forest Service.

Other projects to be estimated, added to the project list and additional collections can done as needed through amendment to this agreement. Different job codes can be created to separate expenditures for projects.

DRAFT

20MJ-110304080384	FS-2700-26b (04/17) OMB No. 0596-0082

CATEGORY 5 MASTER COST RECOVERY AGREEMENT

Between

USDA, FOREST SERVICE, COCONINO NATIONAL FOREST

and THE CITY OF FLAGSTAFF

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Coconino National Forest (Forest Service), and the City of Flagstaff (applicant) under 36 CFR 251.58.

A. RECITALS

1. On November 21, 2019, the Forest Service accepted the applicant's applications for use and occupancy of National Forest System lands (hereinafter "the applications"), which are enumerated in "Appendix A". The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process each application.

2. The proposed uses involves multiple phases of development or the applicant has submitted a group of applications or similar applications for a specified geographic area. Therefore, the fee for processing the applications falls within category 5 under the applicable Forest Service processing fee schedule and/or the fee for monitoring the applicant's special use authorizations falls within category 5 under the applicable Forest Service monitoring fee schedule.

3. The geographic areas to be covered by this agreement are described in detail within each project application, as enumerated in "Appendix A".

4. In signing a master agreement for a major category application submitted or authorization issued under authorities other than the Mineral Leasing Act, the applicant waives the right to request a reduction of the processing or monitoring fee based upon the reasonableness factors in 36 CFR 251.58(c)(1)(ii)(A) or (d)(1)(ii)(A). Therefore, the Forest Service is entitled to recover its full actual costs for all major category applications or authorizations covered by this master agreement.

5. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If a major category application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws a major category application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.

6. The Forest Service shall determine the appropriate level of environmental analysis for each application, and inform the applicant prior to initiating the environmental analysis.

7. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

PART I - PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the applications are based upon the direct and indirect costs that the Forest Service incurs in reviewing the applications, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorizations, and preparing documentation of analyses, decisions, and authorizations for the applications. The processing fee for the applications shall be based only on costs that are necessary for processing the applications. "Necessary for" means that but for the applications, the costs would not

have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the applications. Proportional costs for analyses, such as capacity studies, that are necessary for the applications may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the applications and an estimate of the agency's costs to process the applications, which will be incorporated into this agreement as "Appendix B". This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the applications in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the applications.
3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the estimated processing fee of **$22,352**. The bills for the estimated processing fee is attached.

4. Payment. The applicant shall pay the estimated processing fee within 30 days of the date the bill for the fee was issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the applicant fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. Statement of Costs. The Forest Service shall annually report costs incurred for processing the applications by providing a financial statement from the agency's accounting system to the applicant.

6. Underpayment. When the estimated processing costs are lower than the final processing costs for the applications, the applicant shall pay the difference between the estimated and final processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the Forest Service's final processing costs for the applications, the Forest Service shall either (a) refund the excess payment to the applicant or, (b), at the applicant's request, shall credit it towards monitoring fees due.

8. Disputes

a. If the applicant disagrees with the processing fee category assigned for a minor category or, in the case of a major processing category, with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of an alternative fee category or alternative estimated costs to the immediate supervisor of the authorized officer who determined the fee category or estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the applications during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the fee category or estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of an alternative fee category or alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on 12/31/2024. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Bridget Roth, Public Services Staff, (928) 527-3470.

The applicant's contact is Charity Lee, Real Estate Manager, (928) 213-2072.

This agreement is accepted subject to all its terms and conditions.

City of Flagstaff	Date
Laura Jo West Forest Supervisor, Coconino National Forest USDA, Forest Service	Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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APPENDIX A

Applications and Authorizations Subject to this Agreement

Applications

FLG244 – Sheep Crossing FUTS trail (Job code: MJ0384)

FLG245 – Lake Mary #2 communication tower (Job code: MJ0443)

FLG246 – Cinder Lake Landfill road (Job code: MJ0444)

APPENDIX B

Scope of Work

NEPA and other environmental and legal compliance work and permitting for all projects below including field work, preparation of reports and documents as applicable. A resource specialist hour estimation sheet is attached for each project subject to this agreement, with the total processing cost estimate for each project as follows:

FLG244 – Sheep Crossing FUTS trail project $4,936.80

FLG245 – Lake Mary #2 communication tower project $3,898.40

FLG246 – Cinder Lake landfill project $13,516.80

TOTAL PROCESSING COST ESTIMATE = $22,352

This agreement can be amended to add additional projects for accepted project applications, and can cover all future projects accepted by the forest through the date of expiration. Each new accepted application will have a unique job code (shorthand code) to separate and track expenditures on each project.

Estimation Sheet for Cost Recovery and/or Fee

SPUCR10L
Server
11/26/2019 Page 1 of 3

Processing	Amendment# :	Type of NEPA : EA		
Item	**Item Description**	**Est. Hours**		
WILDLIFE BIOLOGIST	Review project, field work & report as applicable	56		
ARCHAEOLOGIST/CULTURAL RESOURCES	Review project, field work & report as applicable	40		
BOTANIST	Review project, field work & report as applicable	56		
NEPA COORDINATOR	Review project, coordinate IDT & NEPA process	24		
PERMIT ADMINISTRATOR	Coordinate, process & draft new SUA package	40		
RECREATION SPEC/TECH	Review project, field work & report as applicable	24		
GIS/CARTOGRAPHY SPEC/TECH	Update and incorporate new GIS layers & assist with mapping	16		
ENGINEER/ENGINEERING TECH	Review engineering plans for road	24		
FIRE/FUELS SPECIALIST	Address fuels & treatment of project related slash	8		
TIMBER/SILVICULTURE SPEC/TECH	Review project, field work & report as applicable	8		
BOTANIST	GS-5 field plant surveys	80		
ARCHAEOLOGIST/CULTURAL RESOURCES	Tribal liaison field visits to review project & conduct tribal consultation	24		
	Total Hours :	**400**	**Category :**	5

For Categories 5 or 6 Determine Estimated and Actual Costs:

Item	Item Description	Hourly Rate	Estimated		Actual		Comments
			Hours	Cost	Hours	Cost	
ARCHAEOLOGIST/CULTURAL RESOURCES	Review project, field work & report as applicable	$35	40	$1,400.00			
ARCHAEOLOGIST/CULTURAL RESOURCES	Tribal liaison field visits to review project & conduct tribal consultation	$42	24	$1,008.00			
BOTANIST	GS-5 field plant surveys	$19	80	$1,520.00			
BOTANIST	Review project, field work & report as applicable	$35	56	$1,960.00			
ENGINEER/ENGINEERING TECH	Review engineering plans for road	$32	24	$768.00			
FIRE/FUELS SPECIALIST	Address fuels & treatment of project related slash	$29	8	$232.00			
GIS/CARTOGRAPHY SPEC/TECH	Update and incorporate new GIS layers & assist with mapping	$29	16	$464.00			
NEPA COORDINATOR	Review project, coordinate IDT & NEPA process	$29	24	$696.00			
PERMIT ADMINISTRATOR	Coordinate, process & draft new SUA package	$29	40	$1,160.00			
RECREATION SPEC/TECH	Review project, field work & report as applicable	$35	24	$840.00			
TIMBER/SILVICULTURE SPEC/TECH	Review project, field work & report as applicable	$35	8	$280.00			
WILDLIFE BIOLOGIST	Review project, field work & report as applicable	$35	56	$1,960.00			



	Sub - Totals :		400	$12,288.00		
	Totals :			$12,288.00		
	Add Burden Rate :	10 %		$1,228.80		
	Grand Totals :			$13,516.80		

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Report Title: **Estimation Sheet for Cost Recovery and/or Fee**
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Instance ID: 10602
Instance Name: Server

Selected By

CN: 51758809010602

Sorted By

Note Table Used: II_SU_CR_FEES, II_SUF_CRS

End of Report

Estimation Sheet for Cost Recovery and/or Fee

SPUCR10L
Server
11/26/2019

Processing	Amendment# :	Type of NEPA : CE		
Item	**Item Description**		**Est. Hours**	
WILDLIFE BIOLOGIST	Review project, field work & report as applicable		16	
ARCHAEOLOGIST/CULTURAL RESOURCES	Review project, field work & report as applicable		16	
BOTANIST	Review project, field work & report as applicable		16	
NEPA COORDINATOR	Review project, coordinate IDT & NEPA process		16	
PERMIT ADMINISTRATOR	Coordinate, process & draft SUA package		40	
RECREATION SPEC/TECH	Review project, field work & report as necessary		8	
GIS/CARTOGRAPHY SPEC/TECH	Update and incorporate new GIS layers & assist with mapping		8	
RANGE CON/TECH	Review GIS and make adjustments to layers once permit finalized & interstate tank is permitted to city		16	
	Total Hours :		**136**	**Category :** 5

For Categories 5 or 6 Determine Estimated and Actual Costs:

Item	Item Description	Hourly Rate	Estimated Hours	Estimated Cost	Actual Hours	Actual Cost	Comments
ARCHAEOLOGIST/CULTURAL RESOURCES	Review project, field work & report as applicable	$42	16	$672.00			
BOTANIST	Review project, field work & report as applicable	$35	16	$560.00			
GIS/CARTOGRAPHY SPEC/TECH	Update and incorporate new GIS layers & assist with mapping	$29	8	$232.00			
NEPA COORDINATOR	Review project, coordinate IDT & NEPA process	$29	16	$464.00			
PERMIT ADMINISTRATOR	Coordinate, process & draft SUA package	$29	40	$1,160.00			
RANGE CON/TECH	Review GIS and make adjustments to layers once permit finalized & interstate tank is permitted to city	$35	16	$560.00			
RECREATION SPEC/TECH	Review project, field work & report as necessary	$35	8	$280.00			
WILDLIFE BIOLOGIST	Review project, field work & report as applicable	$35	16	$560.00			
	Sub - Totals :		**136**	**$4,488.00**			
	Totals :			**$4,488.00**			
	Add Burden Rate :	**10 %**		**$448.80**			
	Grand Totals :			**$4,936.80**			

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Instance ID: 10602
Instance Name: **Server**

Selected By

CN: 51757776010602

Sorted By

Note Table Used: II_SU_CR_FEES, II_SUF_CRS

End of Report

Estimation Sheet for Cost Recovery and/or Fee

SPUCR10L
Server
11/26/2019

Processing	Amendment# :	Type of NEPA : CE		
Item	**Item Description**		**Est. Hours**	
WILDLIFE BIOLOGIST	Review project, field work & report as applicable		8	
ARCHAEOLOGIST/CULTURAL RESOURCES	Review project, field work & report as applicable		8	
BOTANIST	Review project, field work & report as applicable		8	
NEPA COORDINATOR	Review project, coordinate IDT & NEPA process		16	
PERMIT ADMINISTRATOR	Coordiante, process & draft SUA package		40	
RECREATION SPEC/TECH	Review project, field work & report as necessary		8	
GIS/CARTOGRAPHY SPEC/TECH	Update and incorporate new GIS layers & assist with mapping		16	
TIMBER/SILVICULTURE SPEC/TECH	Review project, field work & report as applicable		8	
	Total Hours :		112	**Category :** 5

For Categories 5 or 6 Determine Estimated and Actual Costs:

Item	Item Description	Hourly Rate	Estimated Hours	Estimated Cost	Actual Hours	Actual Cost	Comments
ARCHAEOLOGIST/CULTURAL RESOURCES	Review project, field work & report as applicable	$42	8	$336.00			
BOTANIST	Review project, field work & report as applicable	$35	8	$280.00			
GIS/CARTOGRAPHY SPEC/TECH	Update and incorporate new GIS layers & assist with mapping	$29	16	$464.00			
NEPA COORDINATOR	Review project, coordinate IDT & NEPA process	$29	16	$464.00			
PERMIT ADMINISTRATOR	Coordiante, process & draft SUA package	$29	40	$1,160.00			
RECREATION SPEC/TECH	Review project, field work & report as necessary	$35	8	$280.00			
TIMBER/SILVICULTURE SPEC/TECH	Review project, field work & report as applicable	$35	8	$280.00			
WILDLIFE BIOLOGIST	Review project, field work & report as applicable	$35	8	$280.00			
	Sub - Totals :		112	**$3,544.00**			
	Totals :			**$3,544.00**			
	Add Burden Rate :	10 %		**$354.40**			
	Grand Totals :			**$3,898.40**			

Report Name: SPUCR10L
Report Title: **Estimation Sheet for Cost Recovery and/or Fee**
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Instance ID: 10602
Instance Name: Server

Selected By

CN: 51758260010602

Sorted By

Note Table Used: II_SU_CR_FEES, II_SUF_CRS

End of Report

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-57: A resolution of the Flagstaff City Council approving an Intergovernmental Agreement between Coconino Community College (CCC) and the City of Flagstaff East Library for the lease of the East Library.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-57 by title only
2) City Clerk reads Resolution No. 2019-57 by title only (if approved above)
3) Adopt Resolution No. 2019-57

Executive Summary:

This IGA will extend the rental agreement between CCC, and the City of Flagstaff, East Library, until 2024, when the ground lease will need to be renewed between CCC and the property owner. The IGA states that each year, the rental cost will increase by 2.5%. However, during the first two years, there will be an additional 5% increase also added to the rent to make up for no increases in the past few years. The library is attempting to enter into a four and a half year contract.

Financial Impact:

The annual rent for this agreement is $100,162.80. The library has an FY2019-2020 budget of $99,530 for the rental agreement in
account 030-07-035-0143-5-4241. The small overage required will be cover by the budget in 030-07-035-0143-5-4233. Starting in July 2020, the new IGA payment terms will take effect, increasing rent 7.5% per year for two years and then 2.5% per year after that. The current rental payment will remain unchanged for the first six months of the new agreement.

Policy Impact:

Approval of this IGA secures a continued location for the Eastside Library and allows the City to provide services to patrons out of that location for an additional 4 1/2 years.

Connection to Council Goal, Regional Plan:

Council Goal - Economic Development

- Grow and strengthen a more equitable and resilient economy.

Strategic priority #3: Foster a resilient and economically prosperous city

- Deliver outstanding services through a healthy environment, resources and infrastructure.
- Promote policies that reflect a positive and safe community.
- Continue to enhance community outreach and engagement.

Has There Been Previous Council Decision on This:

City Council approved the initial IGA for rental of this space in 2002, and subsequent extensions to that agreement.

Options and Alternatives:

The East Flagstaff Community Library has been located in the CCC building on the fourth street since 2002. There are only three options for the future of the east side library. The first option would be to close down the library, but because of the high demand from the community and the needs the library serves, we do not feel this is an acceptable option. A second option would be to relocate to a new location on the east side of Flagstaff. The issue is there is a real possibility that rent somewhere else would be even more than what we are paying now. The third option, that could address higher rent fees in the future and could be a better use of taxpayer dollars, is to acquire land and or a City or County-owned building the library could move into. This would allow the library to put the funds paid towards rent into running a new, larger facility and provide more services to the community. Out of these three options and the time restraints involved with them, at this time, we feel it would be beneficial to approve this IGA until other arrangements could we put into place which require long-range planning.

Background/History:

The East Flag Community Library location has been located in the CCC building on 4th street since 2002. Since that time, the library has always paid rent to CCC through an IGA with some form of CPI taking place every year on the amount of rent due. When the school district began moving schools to the eastside, the library began serving a larger population of the community.

Expanded Financial Considerations:

The percent increase put forth in this IGA increases the annual rent the library is paying. However, the increase and total amount of the rent paid each year is still far less than what most retailers are spending in the fourth street area. Until a cheaper location is found and acquired, the IGA with CCC is the most beneficial agreement for the library at this time.

Community Benefits and Considerations:

The East Flag Community Library is a beloved institution to Flagstaff. After school is out, it is hard to find a seat at the library sometimes due to the influx of the youth that utilizes our location daily. Which serves the reason why we need to do long-range planning for this library in the future. Currently, we know the library is an excellent resource to the east side and provides several services that help build a stronger community. There are many free services offered at the library, which help Flagstaff citizens save money by using these resources. Everything the library does is to benefit and better the community in educational, financial, and cultural ways.

Attachments: Res. 2019-57
Exhibit A - IGA

RESOLUTION NO. 2019-57

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FOR THE LEASE OF 3000 NORTH FOURTH STREET FOR OPERATION OF THE EAST FLAGSTAFF COMMUNITY LIBRARY.

RECITALS:

WHEREAS, the City of Flagstaff is party to an intergovernmental agreement with the Coconino County Community College District that allows for the lease of 3000 N Fourth Street to the City for the use and operation of the East Flagstaff Community Library; and

WHEREAS, the East Flagstaff Community Library has operated at the leased location since 2002 and the current extension approved by Council will expire on December 31, 2019; and

WHEREAS, the Coconino Community College District and the City of Flagstaff desire to enter into a new intergovernmental agreement to continue the lease relationship and allow for the continued operation of the East Flagstaff Community Library.

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 Community College District and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date set forth in the Intergovernmental Agreement.

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 17th day of December, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT

Between
The Governing Board of the Coconino County Community College District
and
City of Flagstaff

This Intergovernmental Agreement, dated as of _____, 2019 (the "Agreement"), by and between the Governing Board of the Coconino County Community College District ("CCCC"), an entity duly formed and existing under Title 15 of the Arizona Revised Statutes, with offices at 2800 S. Lone Tree Road, Flagstaff, Arizona, and the City of Flagstaff, a municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona acting on behalf of the Flagstaff Public Library ("City").

RECITALS

A. Pursuant to the Arizona Revised Statutes Title 15, CCCC may enter into lease agreements as a lessor.

B. CCCC hereby leases to City and City hereby leases from CCCC, on the terms and subject to the conditions specified in this Agreement, a portion of CCCC's Fourth Street campus in Flagstaff, Arizona and improvements hereon, commonly known as: Public Library.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements between public agencies for services or the joint exercise of powers common to each, the parties agree as follows:

1. Representations and Warranties of the City.

The City makes the following representations and warranties to CCCC as of the date of the execution of this Agreement:

1.1 City has full legal right, power, and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement, and by appropriate action, has duly authorized the execution and delivery of this Agreement.

1.2 The officers of the City executing this Agreement are duly and fully authorized to execute the Agreement.

2. Representations and Warranties of CCCC.

CCCC makes the following representations and warranties to the City as of the date of the execution of this Agreement.

2.1 CCCC has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement, and by proper action has duly authorized the execution and delivery of this Agreement.

2.2 The officers of CCCC executing this Agreement are fully and properly holding their respective offices and are fully authorized to execute this Agreement.

2.3 The Agreement has been duly authorized, executed and delivered by CCCC, and will constitute a legal, valid and binding agreement of CCCC, enforceable against CCCC in accordance with its terms.

2.4 CCCC is the owner of the improvements and the owner of a ground lease interest in the Premises which extends until August 4, 2024. CCCC will notify the City as soon as practicable upon renewal of its ground lease and provide a copy of the new ground lease to the City.

2.5 The execution and delivery of this Agreement, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which CCCC is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of CCCC, any applicable law or administrative rule or regulation, or any applicable court order, administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of CCCC, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, properties, or operations of the City.

2.6 To the best of CCCC's knowledge no consent of approval of any trustee or holder of any indebtedness of CCCC, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

2.7 To the best of CCCC's knowledge no information, exhibit or report furnished to the City by CCCC in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. Premises.

CCCC hereby leases to the City and the City hereby rents from CCCC, on the terms and conditions set forth in this Agreement, a portion of the building and parking lot situated on the campus of the College on Fourth Street, Flagstaff, Arizona, and more particularly described in the attached Exhibit "A" (the "Premises") for the purpose of operating a public library. The Premises shall include forty-five (45) parking spaces for the use of City library patrons and staff

to the west of the building depicted in Exhibit A. If 45 spaces are not available in that area, CCCC will make spaces available in the vicinity of the Premises to the south of the building. CCCC hereby further irrevocably grants to the City and the City hereby accepts from CCCC, a license for ingress and egress to the Premises for the term of this Agreement.

4. Possession.

CCCC covenants to deliver possession of the Premises to the City upon commencement of the term of this Agreement as set forth in Section 8.

5. Condition of Premises.

CCCC leases the Premises to the City in "as is" condition, as of the effective date of this Agreement.

6. Quiet Enjoyment.

CCCC covenants that, subject to the limitations expressly set forth herein, the City, upon performing all covenants in this Agreement, may quietly have, hold, and enjoy all of the Premises during the term of this Agreement and any extended term hereof, without hindrance or interruption by CCCC, its sublessees or assigns. CCCC agrees that it shall not use the portion of the building adjoining the Premises for any use or purpose that is extra hazardous on account of fire or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that would conflict with the City's ability to operate a public library on the Premises.

7. Purpose; Cooperation.

7.1 The Premises shall be used by the City during the term of the Agreement for the purpose of operating a branch of the Flagstaff/Coconino County Public Library ("Library") for the benefit of the community.

8. Term.

The term of this Agreement shall commence on January 1, 2020 and shall remain in effect for four and a half (4.5) years, with three four-year options to renew. The agreement shall be considered automatically renewed upon the conclusion of a term of this agreement, without the need for additional confirmation. If either party does not intend to renew the agreement at the end of any given term, that party will give one hundred eighty (180) days' written notice of such intention to the other party prior to the expiration of a term of agreement.

Either party may terminate this agreement for any reason or no reason upon one hundred eighty (180) days' written notice of intent to cancel.

9. Rent and Fees.

9.1 In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall pay rent to the CCCC in the amount of One Hundred Thousand One Hundred Sixty-Two Dollars and Eighty Cents ($100,162.80) per year, paid in twelve equal monthly installments of Eight Thousand Three Hundred Forty-Six Dollars and Ninety Cents ($8,346.90) If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rental shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute breach of this Agreement.

9.1.1 During the first two (2) years of this contract term, beginning July 1, 2020 the monthly rental shall be increased by seven and a half percent (7.5%) per year. Each July beginning July 1, 2023 the monthly rental shall be increased by the amount of two and a half percent (2.5%).

9.1.2 Should CCCC decide to increase the rent after the first two years of this Agreement beyond the annual two and a half percent (2.5%) contemplated above, CCCC will provide the City with notice of the rent increase no later than December 31 for a rate increase effective the following July 1. Any rent increase during a subsequent term of this Agreement, that exceeds two and a half percent (2.5%) per year, is contingent upon City Council approval through the City budget process.

9.2 Common Areas, Parking, and Maintenance. During the Term, City and City's employees, agents, visitors, and invitees shall have the right, in common with others entitled to the similar use thereof, to use all of the interior and exterior common areas of the Premises, including, without limitation, lobbies, hallways, doorways for ingress and egress to and from the Premises and to and from the exterior common areas of the Premises, parking areas located on the property on which the Premises is situated not exclusively reserved for use by the College or by third parties, streets, service drives, and sidewalks for ingress and egress to and from the Premises and public streets and highways. CCCC may adopt, from time to time, reasonable rules and regulations regarding the common areas, including parking.

9.3 CCCC shall maintain the major structural areas of the Premises and common areas in good order and condition including parking lot, landscaping, foundation, electrical, heating, ventilation, air-conditioning, and main plumbing systems.

9.3.1 CCCC's obligations shall include providing landscaping, snow removal, and other services for the exterior common areas.

9.3.2 CCCC schedules routine maintenance, and may from time to time make reasonable modifications to the maintenance schedule. The City shall make written requests to address non-scheduled structural maintenance items. CCCC shall have a reasonable time to respond and correct these non-scheduled maintenance items. CCCC will respond promptly to the City's requests which involve emergency repairs.

9.3.3 City shall be responsible for repairing and maintaining City-owned fixtures, equipment, furniture and other minor, routine maintenance and repairs within the interior of the building e.g. plumbing and sink drain clogs, minor sheet rock repair, paint and carpet.

9.3.4 City shall be responsible for maintaining the library's separate fire alarm system (which does not include the sprinkler system) and complete required testing per city and state codes.

9.3.5 City shall be responsible for their own security inside the building and for forty-five (45) parking spaces for the use of City library patrons and staff to the west of the building depicted in Exhibit A. CCCC is responsible for security outside the building on the remainder of the Premises.

9.4 Utilities. Utility expenses related to the Premises, including without limitation electric, water, gas, sewer, refuse and recycling expenses, are the sole responsibility of CCCC and are included in the amount to be paid by the City to CCCC in paragraph 9.1. Communication utilities, including telephone, cable services, and refuse and recycling collection within the building, are the sole responsibility of the City.

10. Responsibility for Construction of Project.

10.1 City shall arrange for the design and remodeling of the structure on the Premises to be used for the Library, in substantial accordance with the contract documentation approved (or to be approved) by CCCC and consistent with the requirements of CCCC. Any substantial change in the approved plans shall be submitted to CCCC's designee for review and approval.

10.2 The City shall obtain at its expense all licenses and permits required to perform the work and shall comply with all applicable laws affecting the work. All construction and materials shall be in accordance with all applicable codes and regulations. The City shall ensure that the Premises are maintained in a safe condition.

11. Title on Termination.

The City shall, upon the termination or expiration of this Agreement, quit and surrender the Premises and deliver to CCCC actual possession of the Premises in its existing condition as of the effective date of this Agreement, excepting normal wear and tear. City shall have the right to remove from the Premises any and all additions, improvements, attachments, installations or equipment used or procured for use in connection with its possess of the premises and paid for by the City, on or before expiration or termination of this Agreement, provided that the City shall properly repair, or cause to be repaired, any damage resulting to the premises by reason of this removal in order to restore the Premises to the initial condition of the building at the time of the first lease/IGA between CCCC and the City, prior to any City improvements. The items that are City property and may be removed by the City include, but are not limited to: Community room – cabinets, televisions, projector screen; Large Library Space – shelving, power poles, security gates, library signage, security cameras, display television; IT room – server tower; Staff area –

book sorter, door counter equipment, shelving, security cameras; Foyer – gun locker, book return; Outside – book drop door. Any fixture or property permanently affixed to the building by the City for use in connection with its possession of the Premises shall remain the property of CCCC.

12. Default.

In the event that either party shall be in default in the performance of any obligation on its part to be performed under the terms of this Agreement, which default continues for thirty (30) days following written notice and demand for correction to the defaulting party, the non-defaulting party may exercise any and all remedies granted by law.

13. Right of Entry.

CCCC, through any of its duly authorized representatives, shall have the right to enter upon the Premises for the purposes of inspection, or any other lawful purpose, including, without being limited to, the right to enter to inspect construction work during the course of construction for compliance with the provisions of this Agreement. CCCC shall exercise such rights reasonably during ordinary business hours, and in such manner as not to interfere with the business of the City or its contractors.

14. Signs.

The City shall not construct, hang or paint any signs on the exterior of buildings other than safety or directional signs and signs provided for in the approved plans, without written consent of CCCC.

15. Waste.

The City shall not knowingly commit, suffer or permit any waste or nuisance on the Premises or any acts to be done on the Premises in violation of any applicable laws or ordinances. The City shall keep and maintain the interior of the Premises in a safe condition.

16. Taxes and Assessments.

CCCC shall pay all lawful taxes, assessments, or charges which at any time may be levied upon any interest CCCC may have under this Agreement (including both the land and improvements).

17. Assignment: Sublease.

CCCC may, at any time assign, transfer, or otherwise convey all or any part of its right, title and interest in the Premises or this Agreement, including CCCC's rights to receive the rental payments or any part thereof, in which event City agrees to make all rental payments to the assignee designated by CCCC.

17.1 The City may not sublet the Premises or assign this Agreement, or any interest therein, without the prior consent in writing of CCCC, which consent may not be unreasonably withheld by CCCC.

18. Relationship of Parties.

The City and the agents and employees of the City in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of CCCC. The employees of CCCC who participate in the performance of this Agreement are not agents of the City.

19. Encumbrance of Leasehold.

With the exception of this Agreement, CCCC shall not encumber the leasehold. The City shall not have the right to subject this Agreement to any mortgage nor subject this Agreement to any trust deed or other security device.

20. Amendments.

This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties.

21. Waiver.

The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

22. No Liability of City.

22.1 Any obligation of CCCC created by or arising out of this Agreement shall not impose a debt or pecuniary liability upon the City or a charge upon the general credit or taxing powers of City but shall be payable solely out of funds duly authorized and appropriated by CCCC.

22.2 The delivery of this Agreement shall not directly, indirectly, or contingently obligate City to levy any form of taxation or to make any appropriation. No breach of any pledge, obligation or agreement made or incurred in connection with this Agreement may impose any pecuniary liability upon, or any charge upon the general credit of the City.

23. Indemnification and Insurance.

23.1 Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (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.

23.2 Insurance. The City shall provide commercial general liability insurance for the leased Premises as defined in Paragraph 3 and as depicted in Exhibit A. This shall include insuring against liability for acts, errors and omissions of the City, its Council members, officers, employees, agents and patrons for claims made by any person or entity, including CCCC, whether for death, personal injury, property damage or otherwise. The limit of the City's coverage is one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate which, for purposes of this Agreement, shall be primary to the insurance or self-insurance coverage of CCCC, and shall name CCCC together with their respective Board members, officers, employees and agents, as additional insured parties. The City shall be solely responsible for insuring the value of its fixtures, additions, improvements and contents of the Premises against loss by fire, theft, or any other cause. CCCC is solely responsible for insuring the building itself, parking lot (minus the forty-five (45) parking spaces depicted in Exhibit A) walkways, etc.

24. Dispute Resolution.

24.1 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 arbitration (if required under A.R.S. § 12-1518), to litigation, or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation.

> 24.1.1 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

24.2. Except as otherwise agreed by the parties or required by law, 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. 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.

25. Section Headings.

All articles, paragraph and section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. Notices.

All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

CCCC:

Jami Van Ess, Executive Vice President
Coconino County Community College
2800 S. Lone Tree
Flagstaff, AZ 86005

City:

City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Copy to:
Library Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Nothing in this Agreement shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as provided above.

28. Successors and Assigns.

The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties.

29. Holding Over.

Should the City hold over the expiration of the term of this Agreement with the express or implied consent of CCCC, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this Agreement.

30. Conflict of Interest.

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

31. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Agreement shall be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. **Property Disposition**

Any property purchased by the City may be removed by the City upon termination of this Agreement and/or shall be returned to the City within thirty (30) calendar days of the effective date of termination of this Agreement**.** Any property affixed to the building shall remain the property of CCCC as set forth in Section 11 above.

33. Integration. This Agreement represents the entire understanding of City and CCCC as to those matters contained in the Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in the Agreement. This Agreement may not be modified or altered except in a writing signed by duly authorized representatives of the parties, in compliance with all applicable statutory and charter requirements.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the _____ day of _____, 2019.

City of Flagstaff	**Coconino County Community College District**
By:_____ Coral Evans, Mayor	By:_____ Colleen Smith PhD, President
Attest:	Attest:
_____ City Clerk	_____ April Sandoval, Board Recorder
Approved as to form:	Approved as to form:
_____ City Attorney	_____ Patrice M. Horstman, Attorney for Coconino County Community College District

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dean Coughenour, Director of Risk Management
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-61: A resolution of the Flagstaff City Council authorizing the settlement of the claims alleged by Theatrikos, Inc. in its Notice of Claim dated August 23, 2019

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-61 by title only
2) City Clerk reads Resolution No. 2019-61 by title only (if approved above)
3) Adopt Resolution No. 2019-61

Executive Summary:

On April 12, 2019, the City's property that is leased to Theatrikos sustained a sewer back up of more than two thousand gallons of sewage. Theatrikos served a Notice of Claim upon the City on August 23, 2019, claiming damages caused by the backup. This resolution is the settlement of all claims associated with this incident.

Financial Impact:

The total settlement amount of the Notice of Claim, inclusive of construction costs to complete the restoration of the building's basement, is $100,132.76.

Policy Impact:

None

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

None

Has There Been Previous Council Decision on This:

None

Attachments: Res. 2019-61

RESOLUTION NO. 2019-61

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SETTLEMENT OF THE CLAIMS ALLEGED BY THEATRIKOS, INC. IN ITS NOTICE OF CLAIM DATED AUGUST 23, 2019

RECITALS:

WHEREAS, Theatrikos, Inc. filed a notice of claim against the City on August 23, 2019, a copy of which is on file with the City Clerk's Office ("Notice of Claim"); and

WHEREAS, the City has decided to resolve the disputed claims in the Notice of Claim by reaching a settlement with Theatrikos, Inc.

ENACTMENTS:

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

SECTION 1. That the City Council authorizes settlement of the disputed claims in the Notice of Claim pursuant to the terms discussed in executive session.

SECTION 2. That the City Manager and City Attorney are authorized and directed to execute such documents and take such other actions as are necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of December 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Charity Lee, Real Estate Manager
Date:	12/13/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-38: An ordinance of the City Council of the City of Flagstaff, authorizing the transfer of a parcel of real property and a temporary construction easement to the State of Arizona, Department of Transportation ("ADOT"), for the Route 66 Bridge Replacement Project, in exchange for substantially equal value; providing for delegation of authority, severability, repeal of conflicting ordinances, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the December 17, 2019 Council Meeting:

1) Read Ordinance No. 2019-38 by title only for the first time
2) City Clerk reads Ordinance No. 2019-38 by title only (if approved above)
3) Read Ordinance No. 2019-38 by title only for the final time (requires unanimous vote)
4) City Clerk reads Ordinance No. 2019-38 by title only (if approved above)
5) Adopt Ordinance No. 2019-38

Executive Summary:

This ordinance authorizes the transfer of City property to ADOT for the Route 66 Bridge Replacement Project and in exchange the City of Flagstaff will receive property from ADOT for the Soliere Avenue Water Transmission Main Project plus cash compensation.

Financial Impact:

The City will receive $173,395.00 and 4,716 square feet of right-of-way adjacent to Soliere Avenue from ADOT in exchange for granting 3,640 square feet of real property and a 20,240 square feet temporary construction easement on the City Hall south lawn adjacent to east Route 66. ADOT obtained an appraisal of the City property interests to be acquired. The City will incur costs for restoration of the TCE area after construction is complete, but the value of the current lawn was taken into account as part of the compensation being paid by ADOT to City. The City and ADOT each will receive substantially equal value as part of the exchange.

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:

Yes, October 15, 2019 Council approved Resolution No. 2019-51: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the State of Arizona, Department of Transportation, and the City of Flagstaff for the advertising, bid, award, excavation and backfill of the channel under the Rio de Flag Bridge on the Interstate 40 Business Route ("Route 66 Bridge Replacement Project").

Options and Alternatives:

Approve ordinance, or do not approve ordinance and redirect staff.

Background/History:

Soliere Avenue Water Transmission Main Project

The City of Flagstaff Water Services Division is preparing plans for a new 12" Zone "B" water transmission main that will provide a second source of water for development east of I-40 and Butler Avenue, and will include the future Canyon Del Rio Subdivision which is currently serviced by a single source of water. The new transmission main will provide the required water flows for domestic and fire services for the area. The new transmission main will start at the intersection of Soliere Avenue at Elk Run Street and extend down Soliere Avenue to the intersection of 4th Street and Sparrow Avenue. The property acquired from ADOT will be used to relocate an existing pressure reducing station located on the north side of I-40, to the south side of I-40, that provides a lower water pressure to the Zone "C" Continental Country Club area and will be the point of connection to our Zone "B" water system for the new transmission main.

Route 66 Bridge Replacement Project

ADOT seeks to acquire 3,460 square feet of property located in the area of the City Hall south lawn adjacent to east Route 66 and a 20,240 square foot temporary construction easement. This property is necessary for the construction of the Route 66 Bridge Replacement Project. The purpose of the project is to replace an aging bridge as well as accommodate the future construction of the City's Flagstaff Urban Trails System ("FUTS") and the United States Army Corps of Engineers drainage structure; the work includes excavation and backfill of the channel for these future projects.

Key Considerations:

1. Installation of a new 12" Zone "B" water transmission main for secondary water source for new development.
2. Replacement of the Rt. 66 Bridge to accommodate the FUTS and Rio De Flag drainage structure.

Community Benefits and Considerations:

The exchange will help enable a new water transmission main and bridge replacement now, and future extension of the FUTS under Route 66 and drainage improvements.

Community Involvement:

Inform

Attachments:

Ord. 2019-38
Deed, ADOT to City
Deed, City to ADOT
Purchase Agreement
Context Map-Bridge Project
Vicinity Map-Bridge Project
Context Map Soliere
Vicinity Map Soliere
Rt 66 Bridge Project GIS

ORDINANCE NO. 2019-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE TRANSFER OF A PARCEL OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT TO THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE ROUTE 66 BRIDGE REPLACEMENT PROJECT, IN EXCHANGE FOR SUBSTANTIALLY EQUAL VALUE; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, on October 15, 2019 the City of Flagstaff and State of Arizona, Department of Transportation ("ADOT") entered into an Intergovernmental Agreement ("IGA") to provide for funding and construction of the project known as the Rio de Flag Bridge on the Interstate 40 Business Route, which includes replacement of the existing bridge, channel and drainage structure improvements, and extension of the Flagstaff Urban Trail System under I-40 (the "Route 66 Bridge Replacement Project");

WHEREAS, the City Council has authority to acquire and exchange public real property by ordinance, pursuant to the Flagstaff City Charter, Article VIII, Section 10;

WHEREAS, the City desires to transfer a parcel of real property and a temporary construction easement to ADOT to be used for the Route 66 Bridge Replacement Project, in exchange for receipt of a parcel of real property from ADOT to be used for a City Soliere Avenue water main transmission project and funds from ADOT;

WHEREAS, the City and ADOT each will receive substantially equal value from the exchange of public real property and transactions provided for herein;

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff hereby authorizes the Mayor to execute the Special Warranty Deed attached hereto as Exhibit 1, to transfer a parcel of real property approximately 3,640 square feet in size, and to execute a temporary construction easement covering a large part of the south lawn of City Hall approximately 20,240 square feet in size, in exchange for substantially equal value from the State of Arizona, Arizona Department of Transportation ("ADOT");

The City of Flagstaff hereby approves the ADOT Purchase Agreement attached hereto as Exhibit 2, and accepts the parcel of real property approximately 4,716 square feet in size from ADOT along with the terms and conditions of the ADOT Special Warranty Deed attached hereto as Exhibit 3.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their designees are hereby delegated authority to take all actions necessary and appropriate to complete the transactions approved in this ordinance.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of December, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit 1 Special Warranty Deed, including legal description and map
Exhibit 2 ADOT Purchase Agreement
Exhibit 3 ADOT Special Warranty Deed, including legal description

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

WHEN RECORDED RETURN TO:
ARIZONA DEPARTMENT OF TRANSPORTATION
R/W PROPERTY MANAGEMENT SECTION
205 SOUTH 17TH AVENUE, MD 612E
PHOENIX, AZ 85007-3212

ESCROW #:

Exempt From Affidavit
BY A.R.S.§11-1134-A-3

ARIZONA DEPARTMENT OF TRANSPORTATION

SPECIAL WARRANTY DEED

The **STATE OF ARIZONA,** acting by and through its **Department of Transportation, the Grantor** and pursuant to A.R.S. §28-7095, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, does hereby convey to **City of Flagstaff, an Arizona Municipal Corporation, the Grantee** whose address is **211 W. Aspen Avenue, Flagstaff, Arizona 86001** that certain real property situated in the County of **Coconino,** State of Arizona:

SEE EXHIBIT "A" ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

The re-recording of this official document is prohibited without the consent of the Grantor herein as evidenced by an additional notarized execution.

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record, the Grantor does hereby covenant that it will forever warrant and defend the title to the above described land against the lawful claims of all persons claiming by, through or under the Grantor herein, and no others.

IN WITNESS WHEREOF, this instrument is executed this 4th day of December, 2019.

ARIZONA DEPARTMENT OF TRANSPORTATION

Paula I. Gibson

Paula I. Gibson, Right of Way Administrator

NOTARY CERTIFICATION

STATE OF ARIZONA)
) SS
County of Maricopa)

ROCHELLE HILL
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 563346
Expires April 9, 2023

The foregoing instrument was acknowledged before me this 4th day of December, 2019, by PAULA I. GIBSON, Right of Way Administrator of the ARIZONA DEPARTMENT OF TRANSPORTATION, who acknowledged to me that she executed this instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires:

April 9, 2023

Rochelle Hill

Notary Public

EXHIBIT "A"

That portion of the Southwest quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter (SW¼SW¼SW¼SW¼) of Section 7, Township 21 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona, as shown in the records of the Arizona Department of Transportation plans labeled FLAGSTAFF – HOLBROOK HIGHWAY, I-40-4(17) 191, and 040 CN 201 H0888 01R, Flagstaff - Jct. U.S. 89 Section, which lies southeasterly of the following described **EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF SOLIERE AVENUE**:

EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF SOLIERE AVENUE DESCRIPTION:

BEGINNING at a 1½ inch aluminum cap on a 5/8 inch iron rebar stamped 35113 marking a witness corner to the Southwest corner of said Section 7, being North 89°43'43" West 2467.11 feet from a 1½ inch aluminum cap in concrete flush with native ground stamped "LS 4321" marking the South quarter corner of said Section 7, said witness corner also being on the existing southeasterly right of way line of Soliere Avenue;

thence along said existing southeasterly right of way line of Soliere Avenue, from a Local Tangent Bearing of North 54°09'14" East, along a curve to the Right, having a radius of 14083.18 feet, a length of 139.89 feet to the POINT OF ENDING on the East line of said Southwest quarter of the Southwest quarter of the Southwest quarter of the Southwest quarter (SW¼SW¼SW¼SW¼) of Section 7.

4716 square feet, more or less.

GRANTOR RESERVES unto the public and various utility companies, easements for existing utilities, if any, within the above described property, in accordance with Arizona Revised Statute 28-7210. Access to the existing utilities will be by way of what exists at the time of the conveyance and shall be the responsibility of the Grantee herein and of the public or utility companies to show where that access is located.

When recorded, mail to
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, the CITY OF FLAGSTAFF, an Arizona municipal corporation, hereafter called Grantor, does hereby grant and convey to the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, hereafter called Grantee, that certain real property situated in Coconino County, Arizona, more particularly described in the Exhibits, attached to and made a part hereof.

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor hereby binds itself and its successors and assigns to warrant and defend the title to said real property, as against all acts of the Grantor herein, and no other, subject to the matters above set forth.

This transaction is exempt under A.R.S. Section 11-1134(A)(3).

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this _____ day of _____, 2019.

By: _____

State of Arizona)
) ss.
County of Coconino)

ACKNOWLEDGMENT. On this _____ day of _____, 2019, before me, a Notary Public, personally appeared _____, 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 _____ for the purposes therein contained.
My Commission Expires: _____

_____
Notary Public

DESCRIPTION FOR FEE ESTATE

That portion of the Grantors' property that is described in the following **PROPERTY DESCRIPTION** located in the Southeast quarter (SE¼) of Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, which lies between the existing northeasterly right of way line of State Route 40B (FLAGSTAFF BUSINESS ROUTE) and the following described **NEW RIGHT OF WAY LINE**:

PROPERTY DESCRIPTION:

Lots 10 through 12, inclusive, of Block 1B, TOWNSITE OF FLAGSTAFF, according to the plat of record in the office of the County Recorder of Coconino County, Arizona recorded in Book 1 of Maps, Page 16 and Affidavit of Correction recorded as 2013-3670186 of Official Records;

AND Lots 1 through 5, inclusive, of Block 1C, TOWNSITE OF FLAGSTAFF, being in the South half (S½) of section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

TOGETHER WITH that portion of vacated Kendrick Street and the alley lying adjacent to the above described property as conveyed in Ordinance No.1218 recorded in Docket 901, page 62.

EXCEPT title to any mine of gold, silver, cinnabar or copper or to any valid claim or possession held under the existing laws of congress, as set forth in patent from United States of America.

NEW RIGHT OF WAY LINE DESCRIPTION:

COMMENCING at a 3 inch ADOT aluminum cap in hand hole at the survey centerline intersection of said State Route 40B and North Humphreys street, from which a 3 inch ADOT aluminum cap in hand hole at the survey centerline intersection of said State Route 40B and South Milton Road bears North 69°09'34" West 694.41 feet;

thence along said State Route 40B survey centerline North 69°09'34" West 283.72 feet;

thence North 20°50'26" East 30.00 feet to the POINT OF BEGINNING on said existing northeasterly right of way line of State Route 40B;

(continued)

EXHIBIT "A"

PAGE 1

thence continuing North 20°50'26" East 20.00 feet;

thence North 69°09'34" West 182.00 feet;

thence South 20°50'26" West 20.00 feet to the POINT OF ENDING on said existing northeasterly right of way line of State Route 40B.

EXHIBIT "A"

PAGE 2

ARIZONA DEPARTMENT OF TRANSPORTATION

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant to the **STATE OF ARIZONA**, by and through its **Department of Transportation**, hereinafter termed Grantee, an exclusive temporary construction easement ("TCE") for use by its agents and contractors under Grantee's direction, for construction in connection with the construction of Project No. 040B CN 196 H8905 01C of the FLAGSTAFF BUSINESS ROUTE Highway (the "Project") across that certain real property situated in Coconino County, Arizona, described as:

That portion of the TOWNSITE OF FLAGSTAFF, according to the plat of record in the office of the County Recorder of Coconino County, Arizona recorded in Book 1 of Maps, Page 16 and Affidavit of Correction recorded as 2013-3670186 of Official Records, located in Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, as shown in red on the plat(s) attached hereto and made a part hereof (the "Property").

Grantee shall be responsible for any accidents or damages occurring on or to the Property during the term of this TCE caused by negligent acts or conduct of Grantee, or by the negligent acts or conduct of Grantee's employees, servants or agents.

To the extent practicable, Grantee shall restore the surface improvements on said Property to a condition as good as or better than what existed immediately prior to Grantee's entry.

It is understood and agreed that this TCE is to expire and terminate _____. It is further agreed that this Temporary Construction Easement may be extended by up to 12 (twelve) months at Grantee's option. The monthly rate associated with this extension shall be _____$/month. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Signed on the _____ day of_____, 20____.

GRANTOR

_____ _____

_____ _____

PRINTED NAME PRINTED NAME

_____ _____

_____ _____

PRINTED NAME PRINTED NAME

Approved by the Director of the Arizona Department of Transportation

_____, 20_____

(Date Only)

Accepted: STATE OF ARIZONA

_____, 20_____

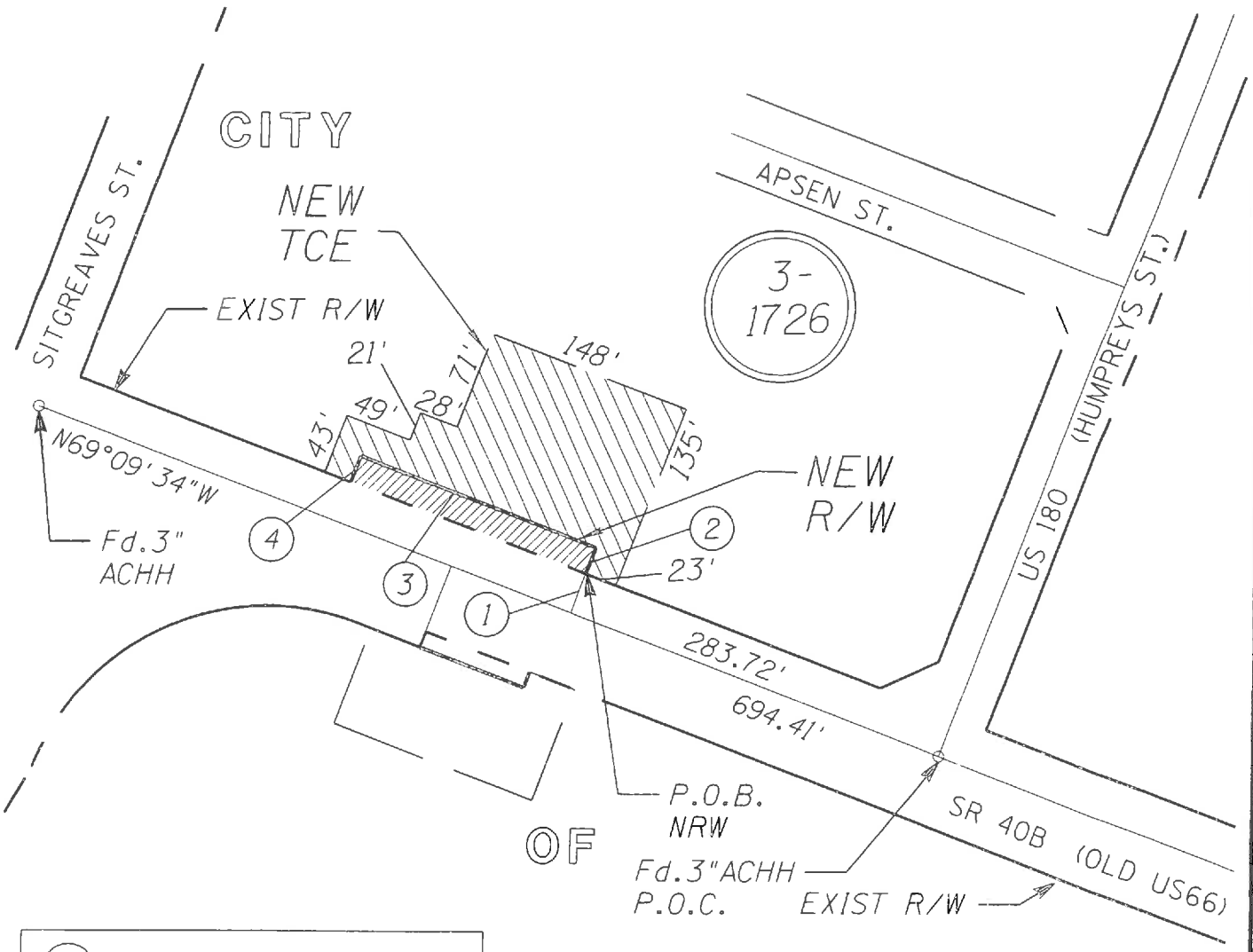
By _____

Right of Way Manager

PROJECT: 040B CN 196 H8905 **LOCATION:** Rio De Flag Bridge **PARCEL:** 3-1726

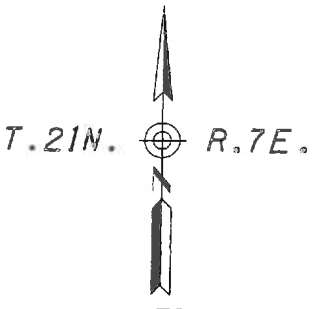
B40-D(203)T

cg 12-04-2019



	DATA TABLE	
1	N20°50'26"E	30.00'
2	N20°50'26"E	20.00'
3	N69°09'34"W	182.00'
4	S20°50'26"W	20.00'

FLAGSTAFF



NTS

COCONINO COUNTY

SCTION 16

New R/W: 3,640 Sq. Ft.

New TCE: 20,272 Sq. Ft.

ADOT Right Of Way THIS SKETCH PLAN IS FOR ADOT INTERNAL USE ONLY	PARCEL #	3-1726	HIGHWAY NAME: ASHFORK - FLAGSTAFF	
	EXHIBIT #	NRW	PROJECT NO 040B CN 196 H8905	
	DATE	12/04/2019		
ROUTE NO.: SR 40B	LOCATION: RIO DE FLAG BRIDGE		FEDERAL AID NO.: NHPP-B40-D(203)T	SHEET NO. 1 OF 1

ARIZONA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY GROUP

REVISED PURCHASE AGREEMENT

Title Company	Security Title Agency	Date	
Address	4722 N 24th St, Suite 200	(**to be completed by Title Company, if applicable**)	
City	Phoenix State AZ	Zip Code	85016
Escrow Officer	Jason Bryant	Phone	602-230-6297
Escrow No.		Email	jbryant@securitytitle.com
Grantor	City of Flagstaff Arizona, a Municiple Corporation		
Mailing Address	211 W. Aspen Ave, Flagstaff, AZ 86001		
Phone	928-213-2072 Mobile	Email	clee@flagstaffaz.gov

Grantee: The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION (the "State")

Mailing Address: Arizona Department of Transportation, Right of Way Group
205 South 17th Avenue, MD 612E, Phoenix, Arizona 85007-3212

The STATE shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	$ -	
Title Policy Fees	$ -	
TOTAL ESCROW & TITLE FEES		$ -
Recording Fees		
Deed	$ -	
Easement	$ -	
Release	$ -	
	$ -	
TOTAL RECORDING FEES		$ -
Other Charges		
Release Fees	$ -	
Title Report Fee	$ -	
Prorated Taxes/Dates	$ -	
	$ -	
TOTAL OTHER CHARGES		$ -
Subtotal Fees		$ -
Title Report Credit (-)		$ -
TOTAL CLOSING COSTS		**$ -**
Land & Improvements*		$ 189,900.00
Land Exchange		$ (16,505.00)
Land Exchange		$ -
		$ -
Total Purchase Price		$ 173,395.00
TOTAL WARRANT**		**$ 173,395.00**

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

☐ Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

☑ Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of State, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

☐ Easement(s): Consent to easement(s) by secured party(ies).

☐ Other Disbursements:

☐ Security Deposits and Prepaid Rents, if Applicable: Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

****

Possession Date: Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes ☐ No ☑

Entry Agreement*** Yes ☐ No ☑

***** If yes, State shall pay statutory interest on the "Total Purchase Price" from MM/DD/YYYY to the close of escrow/date of recording directly to Grantor by separate warrant.**

☐ Special Instructions/Information:

***Title policy fees based on this amount only.**

****Sum of "Total Closing Costs" and "Total Purchase Price" only**.

THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated **MM/DD/YYYY** described in Exhibit "A" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the STATE OF ARIZONA by and through its DEPARTMENT OF TRANSPORTATION; title to said property to pass upon the acceptance of delivery and possession by the ARIZONA DEPARTMENT OF TRANSPORTATION.

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowners association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

The Escrow Agent is to withhold **$0.00** as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. The State will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

The Grantor is to notify the Arizona Department of Transportation, Right of Way Group, of the date Grantor intends to vacate the subject property.

If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the State of Arizona, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the State of Arizona to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

The State will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the State of Arizona and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Director of the Arizona Department of Transportation and the final filing and recording of the documents.

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The Right of Way Group of the Arizona Department of Transportation will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the Arizona Department of Transportation."

If the State is acquiring only a portion of Grantor's property, then Grantor grants to the State, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent State-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of State's project

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the State.

State is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

GRANTOR SUBSURFACE IMPROVEMENT STATEMENT

1 I ☐ am ☐ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the _____area of ADOT's acquisition. If aware of such improvements, please provide any information that may assist in locating same.

2 Well(s) ☐ Yes ☐ No Well Registration No(s): 55-_____

3 Irrigation Water Rights ☐ Yes ☐ No IGR Number: 58-_____

4 Well is located ☐ within the acquisition area, ☐ outside the acquisition area.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to request the transfer of the well or irrigation water rights located within the acquisition area to the State.

☐ Yes ☑ No Addendum attached hereto and made part hereof

☐ Notice of Pending Sale pursuant to A.R.S 33-1806.

The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION

By _____

RHIANNON ZULEGER, RIGHT OF WAY AGENT

GRANTOR: **City of Flagstaff Arizona, a Municipe Corporation**

X _____

BY: Date:

AS: _____

Date:

_____

Date:

_____

Date:

Approved by the Director of the Arizona Department of Transportation _____ 20____

Accepted: STATE OF ARIZONA _____ 20____

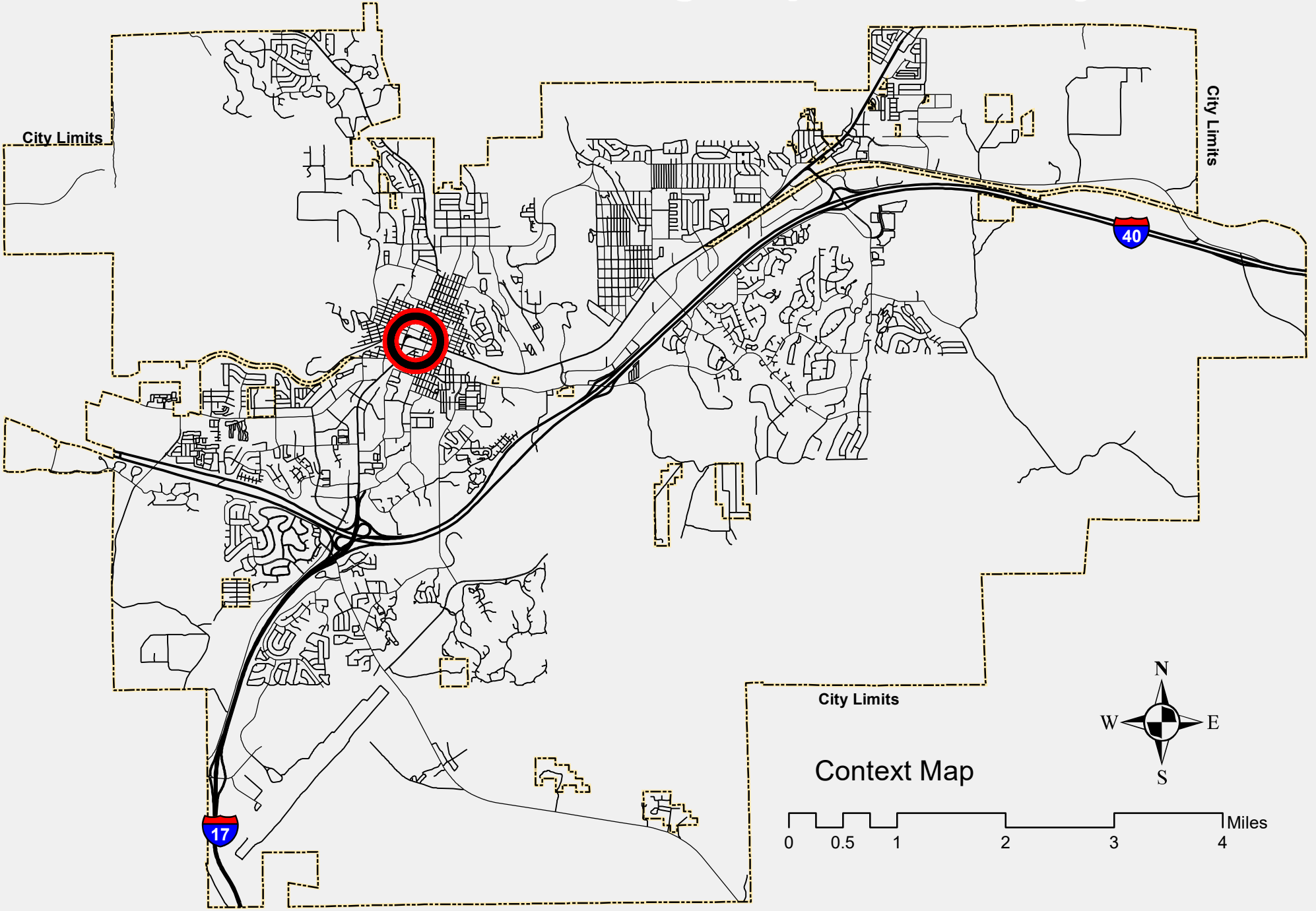
By _____

RIGHT OF WAY MANAGER

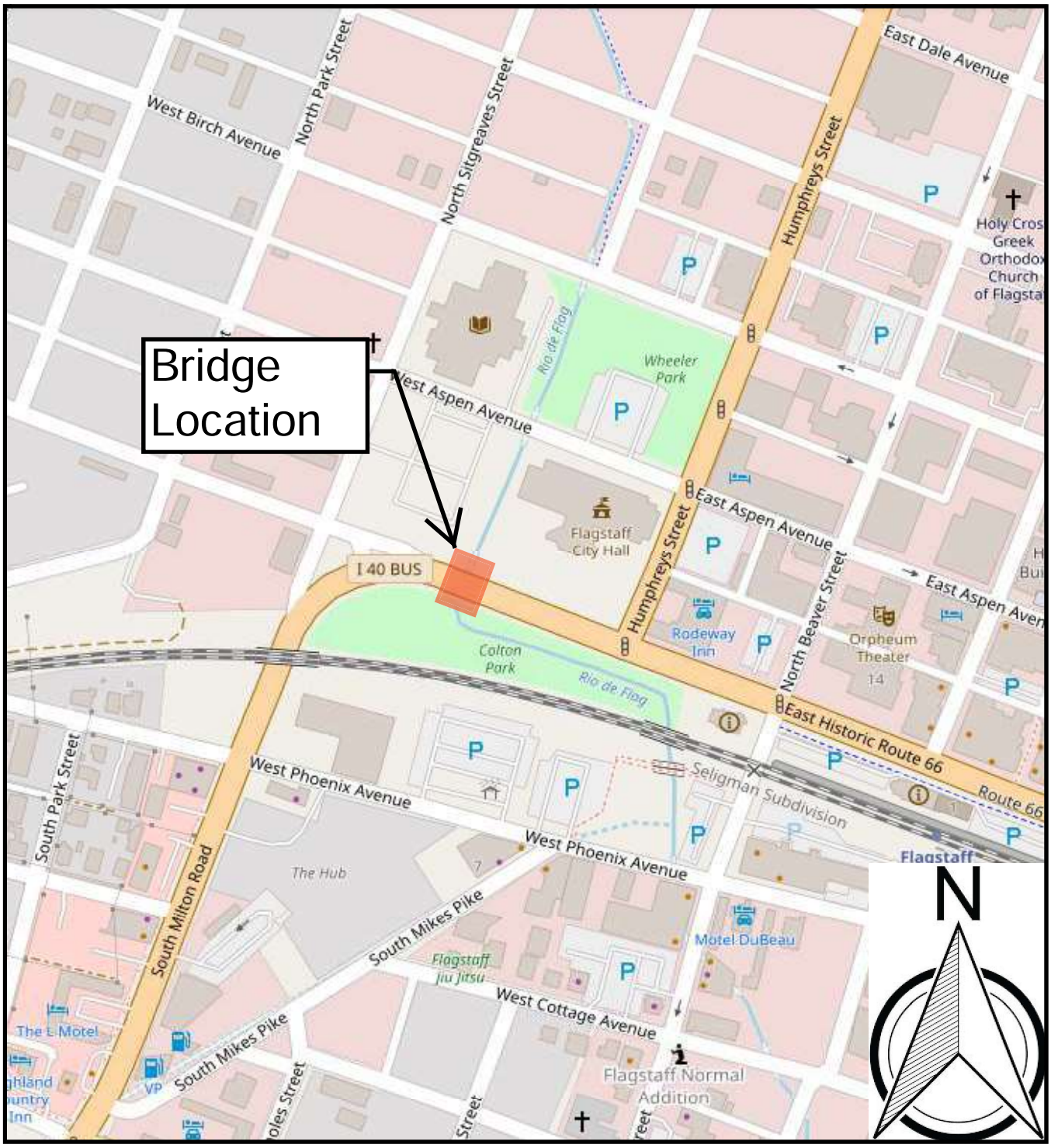
Accepted_____ Date:

ESCROW OFFICER

IGA/JPA ADOT Rt. 66 Bridge Replacement Project

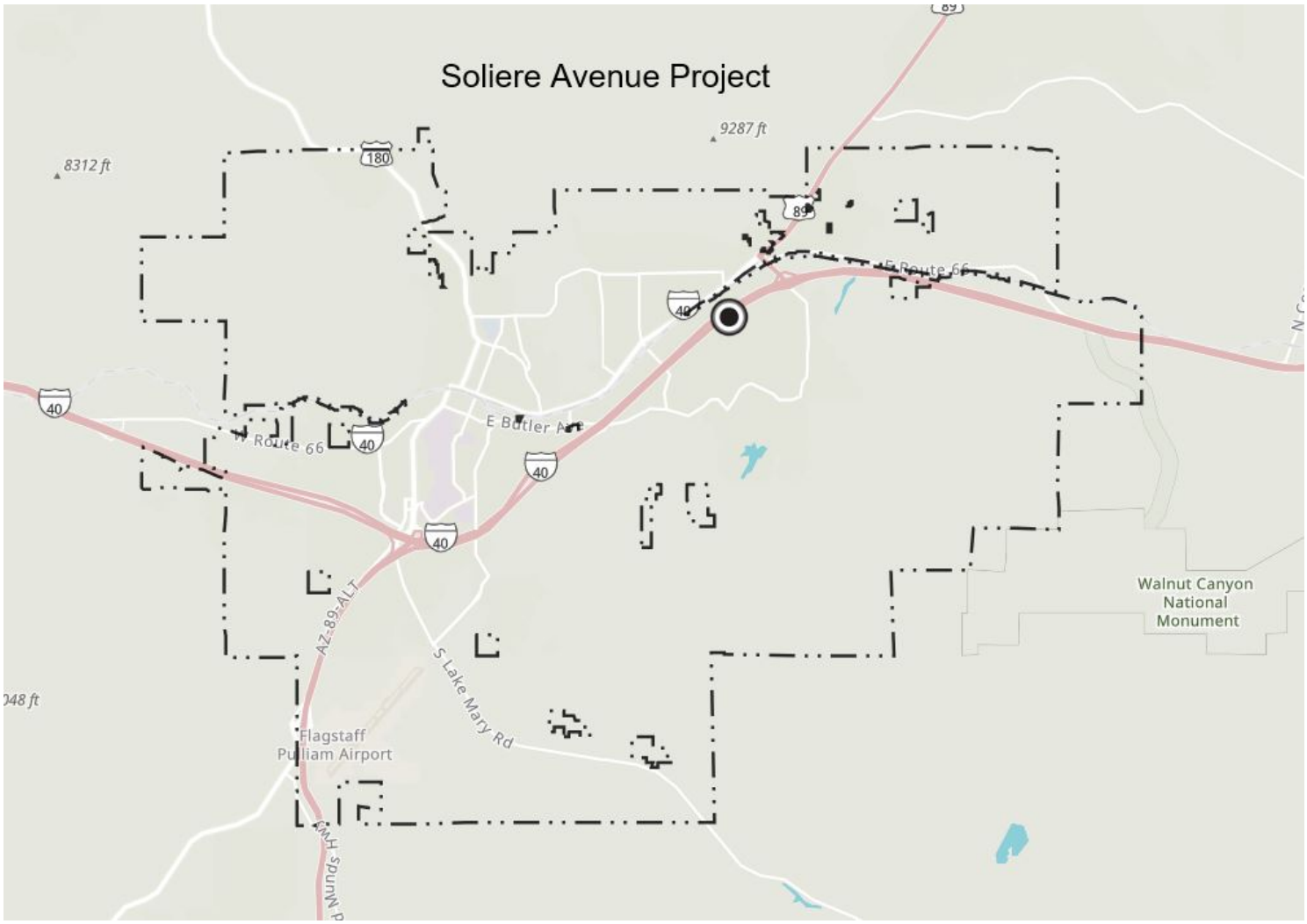


ADOT Route 66 Bridge Replacement Project



VICINITY MAP

N.T.S.


Soliere Avenue Project
9287 ft
8312 ft
180
89
40
E Route 66
E Butler Ave
W Route 66
AZ-89-ALT
S Lake Mary Rd
Flagstaff
Pulliam Airport
Walnut Canyon
National
Monument

Soliere Project



Rt. 66 Bridge Replacement Project



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Adoption of Ordinance No. 2019-39: An ordinance amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date. *(An ordinance potentially changing City Council salaries.)*

STAFF RECOMMENDED ACTION:

At the December 17, 2019 Council Meeting:
1) Read Ordinance No. 2019-39 by title only for the first time
2) City Clerk reads Ordinance No. 2019-39 by title only (if approved above)

At the January 7, 2020 Council Meeting:
3) Read Ordinance No. 2019-39 by title only for the final time
4) City Clerk reads Ordinance No. 2019-39 by title only (if approved above)
5) Adopt Ordinance No. 2019-39

Executive Summary:

During the October 22, 2019 Council meeting, the City Council gave staff direction to bring an ordinance to potentially amend City Code Section 1-07-001-0005, *Salaries*, to increase the number of members of Citizen Commission that makes recommendations related to potential City Council salary adjustment(s) by including two community members who are Human Resource professionals and two community members at large, in addition to the five commissioners already on the Citizen Commission under existing City Code. The Council expressed a desire for the City Manager to convene the Citizen's Commission at the request of the majority of Council rather than waiting every four years. These potential amendments are proposed in the attached ordinance.

The intervals in which the Mayor and Council members are paid has also been updated to reflect twenty-six paychecks rather than the monthly salary to match current practice.

Financial Impact:

The salaries and benefits for Mayor and Council are budgeted. If the potential amendments are adopted in the proposed ordinance and if the Citizen's Commission recommends a change in the compensation package for Mayor and/or Council, a revised budget request would be submitted as part of the fiscal year budgeting process.

Policy Impact:

Adopting this ordinance will amend the Flagstaff City Code Section 1-07-001-005, *Salaries*, and allow the Citizen's Commission to convene when requested by City Council. There are no other policy impacts.

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

-

Has There Been Previous Council Decision on This:

No.

Background/History:

The Citizen Commission met on December 7, 2017 to discuss Council salaries. A recommendation was made by the Citizens Commission and presented to City Council in the form of Ordinance 2018-25 on June 19, 2018. Ordinance 2018-25 was approved during the second read on July 3, 2018 amending the compensation of the Mayor and Council members, the membership of the Citizens Commission, the addition of a public meeting to obtain community comments on recommendations, an increase to travel allowances and clarification relating to insurance and salary adjustments.

City Council considered some additional changes to the Flagstaff City Code on Council Salaries in July 2018 in relation to how often the Citizens Commission shall review the annual salary of the Mayor and Council members and the ability for Council to request the Citizen Commission reconsider its recommendation. Ordinance 2018-28 failed for lack of a motion during the September 4, 2018 Council meeting.

Mayor Evans requested a FAIR on August 21, 2019 to discuss a text amendment to City Code allowing Council Salaries to be considered by Council earlier than what is currently stated. This was supported by four Council members on October 8, 2019.

Attachments: Ord. 2019-39

ORDINANCE NO. 2019-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 1-07-001-0005, *SALARIES*, OF THE FLAGSTAFF CITY CODE, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Section 1-07-001-0005 of the Flagstaff City Code outlines a process for periodic review and potential adjustment of the Mayor and City Council salaries; and

WHEREAS, the Cc~~c~~itizen Cc~~c~~ommission is fully authorized every four years under Section 1-07-001-0005 of the Flagstaff City Code to make a recommendation regarding salary adjustments for the Mayor and City Council; and

WHEREAS, the City Council desires to amend the City Code to provide the Cc~~c~~itizen Cc~~c~~ommission full authority to meet whenever requested by the City Council; and

WHEREAS, no member(s) of the City Council may benefit from adjusted salaries during her/his current term; and

WHEREAS, City Council also desires to amend ~~update~~ the City Code related to City Cc~~c~~ouncil salaries and the process for adjusting City Cc~~c~~ouncil salaries;

ENACTMENTS:

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

SECTION 1. In General.

1-07-001-0005 SALARIES:

A. Effective upon the commencement of terms of office for those persons elected to the office of Mayor or Councilmember of the City of Flagstaff in City elections of 2018 and thereafter, the salary of the Mayor shall be thirty-eight thousand five hundred dollars ($38,500.00) per year payable over twenty-six pay periods at ~~three~~ one thousand ~~two~~ four hundred eighty dollars and ~~thirty-three~~seventy-seven cents ($~~3,208.33~~1,480.77) per ~~month~~pay period; and the salary of Councilmembers shall be twenty-five thousand five hundred dollars ($25,500.00) per year payable at ~~two thousand one~~nine hundred ~~twenty-five~~eighty dollars and seventy-seven cents ($~~2,125.00~~980.77) per ~~month~~pay period.

B. The annual salary of the sitting Mayor and Councilmembers shall not be increased or decreased during their term in office, pursuant to State ~~per~~ law. ~~Commencing in 2017 and every fourth year thereafter~~Upon request from a majority of the Council, the City Manager will establish a Citizen Commission to review salaries. The Citizen Commission will consist of ~~five~~nine (~~5~~9) members as follows:

~~Chairperson~~ Member of the Planning and Zoning Commission~~, or his/her designee~~;

~~Chairperson~~ Member of the Parks and Recreation Commission~~, or his/her designee~~;
~~Chairperson~~ Member of the Tourism Commission~~, or his/her designee~~;
~~Chairperson~~ Member of the Water Commission~~, or his/her designee~~;
~~Chairperson~~ Member of the Transportation Commission~~, or his/her designee~~;
Two community members who are Human Resource professionals; and
Two community members at large.

A Citizen Commission member must be a resident of the City of Flagstaff, may not be a City employee, and may not be serving on a City Commission as a liaison or for purposes of representing another agency. The City Human Resources Director or designee will attend Citizen Commission meetings and provide staff support. Citizen Commission meetings are subject to open meeting laws and the Commission will hold a public meeting to obtain public comments prior to finalization of a Commission recommendation. The Citizen Commission shall forward its final recommendation to the City Council ~~by no later than August 1st of 2018 and every fourth year thereafter~~. The City Council shall immediately consider the recommendation of the Citizen Commission, and may adopt an ordinance raising the salaries of the Mayor and Council which shall take effect for those persons elected to the office of Mayor and Councilmember in the next succeeding election or, at the option of Council, the raise in salaries shall take effect when all current terms of office have expired.

C. A like salary shall be paid to any person appointed to fill a vacancy in the office of Mayor or Councilmember for the balance of any term.

D. Any person elected or appointed to the office of Mayor or Councilmember may, prior to commencement of their duties, elect to receive a lesser salary than herein provided if the salary provided herein imposes a hardship on that person by either disqualifying that person from receiving social security, pension, or retirement benefits or payments, or the like, or reducing the amount of such benefits or payments that person would otherwise receive. The City Manager, or his or her designee, shall determine if a hardship exemption applies in the particular circumstances.

E. In addition to the salaries above, the Mayor may choose upon commencement of each new term of office to receive two hundred fifty dollars ($250.00) per month to cover the expense of routine travel and meals or may elect to be provided with a car insured and maintained by City and a lesser stipend of one hundred fifty dollars ($150.00) per month to cover the expense of routine travel and meals. Councilmembers shall receive one hundred sixty-six dollars ($166.00) per month to cover the expense of routine travel and meals.

F. The Mayor and Councilmembers are eligible for employee and dependent insurance provided by the City on the same terms and conditions as any other City employee.

G. The following amounts are not salaries and may be adjusted at any time. The Mayor and Councilmembers may receive funds for non-routine travel or other expenses incurred on behalf of the City approved through the City budget process. (Ord. 1733, 1-7-92; Ord. 2003-17, 11-4-03; Ord. 2007-43, 11-20-2007; Ord. 2018-25, Amended, 07/03/2018).

SECTION 2. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

14. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-62: A resolution adopting the City Council 2020 Commemorative Flag Designations

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-62 by title only
2) City Clerk reads Resolution No. 2019-62 by title only (if approved above)
3) Adopt Resolution No. 2019-62

Executive Summary:

The City Council has declared that the City's flagpoles (permanent or temporary) are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, the POW-MIA Flag, the City Flag, and a maximum of two commemorative flags per month. The City Council may display on a temporary pole one commemorative flag per month, but in no event would they display more than two commemorative flags per month (to be displayed separately - the first commemorative flag for the first half of the month, and the second commemorative flag for the second half of the month), for the ensuing year as determined by the City Council. Authorization by the City Council to display commemorative flags under such a policy may occur in one annual resolution only of the City Council, to be considered and potentially adopted in December of each year as an expression of the City's official sentiments.

Attached are the suggestions that were submitted to the City Clerk's Office for consideration by the Council.

Financial Impact:

None

Policy Impact:

The City has a flag policy under which the City Council may designate commemorative flags to be displayed.

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

None

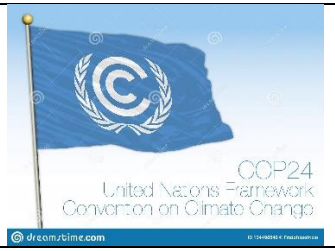
Has There Been Previous Council Decision on This:

On November 19, 2019 the City Council adopted Resolution No. 2019-59 declaring that the City's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, the POW-MIA Flag, the City Flag, and a maximum of two commemorative flags per month.

Attachments: Flag Designations

Res. 2019-62

Designation	Month	Flag
• Indigenous Month • Martin Luther King Jr. Day • National Slavery and Human Trafficking Prevention Month	January	
• Black History Month (x2)	February	
• Women's History Month (x2) March 8 is United Nations International Women's Day • Cesar Chavez Day – March 31	March	
• National Child Abuse Prevention Month • Celebrate Diversity Month • World Health Day – April 7	April	
• Mental Health Awareness Month (x2) • Memorial Day • Peace Officers Memorial Day • Armed Forces Day – May 18 (x2) • Tourism and Travel Week • National Police Week – May 12-18	May	
• Gay and Lesbian Pride Month • LGBTQIA Month	June	
• Parks and Recreation Month	July	

Designation	Month	Flag
• Women's Equality Day	August	
• United Nations Climate Change Flag • National Hispanic Heritage Month – September 15 – October 15 • Suicide Prevention Week – September 8-14 • International Day of Peace – September 21	September	
• Indigenous Peoples Flags for Sovereign Nations of Northern Az (Hopi, Apache, Navajo, Havasupai, Paiute, Hualapai, Apache (White Mountain) • Child Health Day – 1st Monday in October • National Disability Employment Awareness Month	October	
• National American Indian Heritage Month (x2) • World Freedom Day – November 9 • Military Family Appreciation Month	November	
• Universal Human Rights Month (x2) • World AIDS Day • International Day of Persons with Disabilities	December	

RESOLUTION NO. 2019-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF (PURSUANT TO THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS) DESIGNATING ALL COMMEMORATIVE FLAGS THAT WILL BE DISPLAYED THROUGHOUT THE YEAR 2020 ON THE TEMPORARY POLE IN FRONT OF CITY HALL

RECITALS:

WHEREAS, City Council established the City Council Policy for the Display of Flags (City Flag Policy) under Resolution 2019-59, adopted on November 19, 2019; and

WHEREAS, the City Flag Policy is that City flagpoles do not serve as a forum for free expression by the public, but rather for the display of federal, state, POW-MIA, and City flags, and any commemorative flags as may be authorized by the City Council as an expression of the City Council's official sentiments; and

WHEREAS, pursuant to the City Flag Policy, the City Council may designate in December of each year all commemorative flags to be displayed on the temporary pole in front of City Hall during the subsequent year; and

WHEREAS, City Council now desires to designate all commemorative flags to be displayed on the temporary pole in front of City Hall during the year 2020.

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

SECTION 1. All commemorative flags to be displayed under the City Flag Policy shall be displayed in accordance with the schedule designated in Exhibit A which is attached hereto.

SECTION 2. This Resolution shall be effective upon adoption by the City Council.

SECTION 2. The City Manager and City Clerk are authorized and directed to edit and correct typographical and grammatical errors of wording and punctuation.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 17th day of December, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBITS
2020 COMMEMORATIVE FLAG SCHEDULE ESTABLISHED BY CITY COUNCIL

EXHIBIT A

2020 COMMEMORATIVE FLAG SCHEDULE ESTABLISHED BY CITY COUNCIL

Month	Commemorative Flag(s)	
	Days 1 – 15	**Days 16 – End of Month**
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

15. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Co-Submitter:	Greg Clifton
Date:	12/13/2019
Meeting Date:	12/17/2019

TITLE

Discussion: Pending Minimum Wage Impact Study

STAFF RECOMMENDED ACTION:

Discussion and Possible Direction

EXECUTIVE SUMMARY:

After staff received direction from Council on the need to analyze the impact of Flagstaff's minimum wage, it was determined that a full Request for Proposals (RFP) would be solicited to allow staff to identify a competent and experienced contractor to perform the research. Staff worked to create a scope of work for the study and it was fully vetted by the City Manager's Office, the Office of Labor Standards, the Economic Vitality team and several members of Council. The scope of work requests a data-driven baseline with specific data points prescribed and the determination of current and potential impacts, as well as best practices for businesses to adapt to the changes. There is no part of the scope of work that requests an opinion on the minimum wage as a concept or on the nature of the specific details enacted by the citizens.

On August 28, 2019, the City's Purchasing Section published the RFP in PlanetBids and advertised it in the Arizona Daily Sun on September 1, 2019. Direct email notifications were sent to three potential firms; the Alliance Bank Economic Policy Institute (NAU); Rounds Consulting Group, Inc; and Elliot D Pollack & Company. Two firms participated in the pre-proposal meeting, and the City received a total of one (1) proposal response. The evaluation committee was comprised of five (5) evaluators, all of whom are City employees. Once the evaluation and scoring were complete and the scores were aggregated into a matrix, the evaluation committee determined Rounds Consulting, Inc. to be both responsive and responsible with high scores given by all five (5) evaluators. The contract with Rounds Consulting was signed in early October, 2019. The procurement for these services, resulting in contracting with Rounds, was conducted appropriately and within rules and regulations of public procurement.

Recent clients of Rounds Consulting Group include the AZ Dept of Housing, AZ Office of Economic Opportunity, NACOG, the City of Mesa, the League of Arizona Cities and Towns, Maricopa Association of Governments and Maricopa County. Staff at Rounds Consulting Group

also have experience in conducting work for organizations throughout Arizona, including the Cities of Buckeye, Chandler, Phoenix, Tempe, Scottsdale, Gilbert and Florence. Rounds Consulting has also recently been contracted by the City of Flagstaff for an economic analysis related to a specific request for City participation in a development project and an analysis of the impact of various populations on the City sales tax. Their performance and output has been deemed satisfactory or better.

As the contract with Rounds Consulting was signed in early October, work on the study is well underway. Rounds Consulting is actively conducting a statistical analysis on the impacts of minimum wage as requested in Sections A-C of the Scope of Work and has recently conducted in-depth interviews with a variety of Flagstaff business owners to build a "best practices toolkit", as requested in Section E of the Scope of Work. Preliminary findings of the study are scheduled to be submitted to City staff by December 20th and a presentation of these preliminary results to Council is scheduled for January 7, 2020.

INFORMATION:

The contract for service is attached for your reference.

Attachments: Contract
RFP
Rounds Consulting Proposal

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2020-16

This Contract is entered into this 2nd day of October, 2019 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Rounds Consulting Group, Inc., an Arizona Corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to analyze the current and future economic impacts of the City's minimum wage increases, and to provide the City and local businesses with mitigation strategies; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide services described as follows:

   Analyze the current and future economic impacts of the City's minimum wage increases, and to provide the City and local businesses with mitigation strategies.

   and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor Forty-Eight Thousand dollars ($48,000). Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B*, are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

4. Key Personnel/Subcontractors: Contractor's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Cliff Bryson, Assistant to the City Manager or his 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 Purchasing Director.

6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties. Performance shall commence within the time specified on individual Service Orders and shall be completed on or before the agreed upon time consistent with the Schedule of Services.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

DATA AND RECORDS

9. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

10. Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

11. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MISCELLANEOUS

12. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Cliff Bryson
Senior Management Analyst
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
cbryson@flagstaffaz.gov
Phone: (928) 213-2070

To Contractor:

Jim Rounds
President
Rounds Consulting Group, Inc.
51 W. 3rd Street, Suite E-110
Tempe, Arizona 85281
rounds@roundsconsulting.com
Phone: (480) 508-4911

With a copy to:

Patrick Brown, C.P.M., CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov
Phone: (928) 213-2277

With a copy to:

Louis Cordova
Vice President
Rounds Consulting Group, Inc.
51 W. 3rd Street, Suite E-110
Tempe, Arizona 85281
cordova@roundsconsulting.com
Phone: (480) 508-4911

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

CONTRACTOR

_____

Print name: Jim Rounds

Title: President

Date: October 2, 2019

CITY OF FLAGSTAFF

_____

Print name: Greg Clifton

Title: City Manager

Date: OCTOBER 14, 2019

Attest:

_____
City Clerk

Approved as to form:

_____ for
City Attorney's Office

Notice to Proceed issued: _____, 20___

EXHIBIT A

SCOPE OF WORK

I. GENERAL INFORMATION

The City of Flagstaff ("City"), is seeking Proposals from qualified Consultants or reputable Consulting Firms to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to assist businesses and local government alike with strategies for doing business differently.

The City is seeking to award a term contract to the Proposer that can best provide minimum wage consulting services outlined in the scope of work and provides the best overall value to the Flagstaff community.

The initial term of the contract will be for a three (3)-year period, with the ability to renew for up to two (2) additional one (1)-year terms by mutual written consent of the parties.

II. SCOPE OF WORK

A. Introduction

Comprehensive Analysis on the Impacts of an Increased Minimum Wage in Flagstaff

Introduction/ Background

In accordance with the passage of Proposition 414, a citizen's initiative, a new hourly minimum wage schedule was established on July 1, 2017 for individuals who worked or are expected to work 25 hours or more in a given calendar year within the city limits of Flagstaff, AZ. Incremental increases in the minimum wage are scheduled through 2022 and on January 1st, 2023, the Flagstaff minimum wage will be indexed to changes in the Consumer Price Index or will be $2.00 above the State of Arizona minimum wage (whichever is higher).[1]

Using the experience of the city of Flagstaff (hereby the City) and the experiences of other similar cities around the country, the City is seeking the services of a consultant to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to equip businesses and local government alike with mitigation strategies.

Objectives

[1] https://flagstaff.az.gov/3520/Minimum-Wage

The primary objectives of this research are three-fold;

- To provide information on the existing and future impacts of Flagstaff's incrementally increasing minimum wage[2] on businesses, workers and general economic health.
- To provide best practice recommendations for local businesses, non-profit organizations and state-subsidized programs as they navigate the current and future minimum wage increases.
- To provide best practice recommendations for the City of Flagstaff to support local businesses, including potential policy measures that could be implemented to foster a more robust and diverse economy.

Scope of Work

A. Baseline measurements

Using the years 2011 - 2016 as a baseline, this section of the study is intended to describe the City's "pre-increase" economic status, including trends for businesses, workers and the community as a whole. The following measurements are expected to be included in this section of the report.

1. Youth unemployment rate in Flagstaff;
2. Overall unemployment rate in Flagstaff;
3. Number of jobs available (at any payrate) in Flagstaff;
4. Number of small to medium enterprises in Flagstaff (broken into businesses with 1-50 employees and 51-100 employees);
5. Average monthly gross earnings of minimum wage workers in Flagstaff;
6. Average monthly gross earnings of non-minimum wage workers in Flagstaff;
7. Average weekly hours worked by minimum wage workers in Flagstaff;
8. Price of staple consumer goods in Flagstaff;
9. Average consumer spending rate in Flagstaff;
10. Turnover rate of minimum wage employees in Flagstaff;
11. Cost of living (aggregate of average cost of rent/ utilities/ transportation/ etc.) in Flagstaff;
12. Amount of commercial construction investment (CapX) in Flagstaff;
13. Amount of money employers paid employees in sick hours in Flagstaff;
14. Number of state-subsidized organizations operating in Flagstaff, disaggregated by sector.

The Consultant may propose that other measurements be included if such additional measurements would increase understanding of the impacts of Flagstaff's incrementally increasing minimum wage.

B. Current impact with control group

Examining the 2017-2019 period, this section of the study is intended to describe the initial impacts of the City's increased minimum wage, in comparison to a real or synthetic control community(ies). The State of Arizona may also be used as an additional control group.

1. Change in youth unemployment rate in Flagstaff as compared to change in control group;
2. Change in overall unemployment rate in Flagstaff as compared to change in control group;

[2] https://flagstaff.az.gov/3520/Minimum-Wage

3. Change in number of jobs available (at any payrate) in Flagstaff as compared to change in control group;
4. Change in number of small to medium enterprises in Flagstaff as compared to change in control group;
5. Change in average monthly gross earnings of minimum wage workers in Flagstaff as compared to change in control group;
6. Change in average monthly gross earnings of non-minimum wage workers in Flagstaff as compared to change in control group;
7. Change in average weekly hours worked by minimum wage workers in Flagstaff as compared to change in control group;
8. Change in price of staple consumer goods in Flagstaff as compared to change in control group;
9. Change in average consumer spending rate in Flagstaff as compared to change in a control group;
10. Change in turnover rate of minimum wage employees in Flagstaff as compared to change in control group;
11. Change in cost of living in Flagstaff as compared to change in control group;
12. Change in amount of commercial construction investment (CapX) in Flagstaff as compared to change in control group;
13. Change in amount of money employers paid employees in sick hours in Flagstaff as compared to change in control group;
14. Change in number of state-subsidized organizations operating in Flagstaff, disaggregated by sector, as compared to change in control group;
15. Estimate any loss in qualification for public benefits due to wage increase (SNAP, TANF, Housing vouchers, etc.);
16. Estimate any increases in automation within businesses.

C. Projected impact of future increases

As Proposition 414 calls for continued minimum wage increases with an indexing of the minimum wage against changes in the CPI occurring in 2023, this section of the study should examine the expected future economic impacts of planned minimum wage increases. Specifically, results should compare economic indicators in 2026 in Flagstaff in the case of continued minimum wage increases (as stipulated by Proposition 414) versus maintaining the current (2019) minimum wage. Special emphasis should be placed on examining the impacts of indexing the Flagstaff minimum wage against changes in the CPI. The following indicators should be examined:

1. Expected youth unemployment rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
2. Expected overall unemployment rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
3. Expected number of jobs available in Flagstaff in 2026, with and without post 2019 minimum wage increases;
4. Expected number of small to medium enterprises in Flagstaff in 2026, with and without post 2019 minimum wage increases;
5. Expected average monthly gross earnings of minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;

6. Expected average monthly gross earnings of non-minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
7. Expected average weekly hours worked by minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
8. Expected price of staple consumer goods in Flagstaff by 2026, with and without post 2019 minimum wage increases;
9. Expected average consumer spending rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
10. Expected turnover rate of minimum wage employees in Flagstaff in 2026, with and without post 2019 minimum wage increases;
11. Expected cost of living in Flagstaff in 2026, with and without post 2019 minimum wage increases;
12. Expected amount of commercial construction investment (CapX) in Flagstaff in 2026, with and without post 2019 minimum wage increases.

D. Case studies

To complement the information gathered on the City of Flagstaff in sections A-C, the Consultant is also requested to conduct a series of short case studies focused on cities around the US that have implemented a higher minimum wage than their state. The case studies should provide a narrative on the impacts of minimum wage in these cities and contextualize findings based on the unique circumstances of each locality studied. Special attention should be paid to factors such as impacts of an increased minimum wage on (youth) unemployment rates, business success rates and worker earnings in each of the cities studied.

E. Best practices toolkit

Lastly, the Consultant is asked to provide stakeholders impacted by an increased minimum wage with potential solutions. Specifically, the Consultant should produce a "toolkit" filled with ready-to-use techniques and methods designed to mitigate the effects of an increased minimum wage. Techniques and methods should be designed for implementation by different stakeholders, including for-profit businesses, non-profit organizations, state-subsidized organizations and municipal governments. The toolkit should focus on the following;

- Best practices implemented in other cities by for-profit businesses in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by non-profit organizations in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by state-subsidized organizations in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by municipal governments in supporting businesses during a minimum wage increase;
- Best practices implemented in other cities by municipal governments in attracting new businesses or industries during a minimum wage increase.

Deliverables

The consultant will complete key deliverables by the agreed upon date. Deliverables for the project are listed below.

- Monthly update meetings between the Consultant and the City will occur during the third week of November and December of 2019 and the second week of January 2020. These meetings will take place in-person or digitally, depending on the location of the Consultant.
- The Consultant will submit a complete draft of a written report (including findings from sections A – D of the statement of work) to the City no later than the second week of January 2020.
- The Consultant will submit a complete draft of a "toolkit" (including findings from section E of the statement of work) to the City no later than the second week of January 2020.
- The Consultant will submit a final written report (including an executive summary and findings from sections A – D of the statement of work), to the City no later than January 31, 2020.
- The Consultant will submit a final "toolkit" (including findings from section E of the statement of work) to the City no later than January 31, 2020.

Intellectual Property Ownership

The City shall retain all rights, title, and interest in any and all deliverables regarding information (i.e., findings, reports, toolkit) developed by Consultant, its Affiliates and their personnel.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed

inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were delivered or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. **CONTROL:** Contractor shall be responsible for the control of the work.

27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

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

INDEMNIFICATION, INSURANCE

36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.

41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

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

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil 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).

50. 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 agreement, not to engage in a boycott of Israel.

DEFAULT AND 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 thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

55. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

56. 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.

57. 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.

58. **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.

59. **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.

60. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

62. **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.

63. **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.

64. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

65. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. **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 attorney's fees, costs, professional fees and expenses.

CITY OF FLAGSTAFF PURCHASING SECTION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2020-16
Purchasing Director: Rick Compau

CITY OF FLAGSTAFF

REQUEST FOR PROPOSALS

SOLICITATION FOR: Minimum Wage Study

SOLICITATION NO.: 2020-16

CLOSING DATE AND TIME: Friday, September 13, 2019 at 3:00 PM Arizona Time**.**

WHERE TO SUBMIT PROPOSALS: Proposals shall be submitted on the online bid platform with PlanetBids at the enclosed link prior to the Closing Date and Time. https://www.planetbids.com/portal/portal.cfm?CompanyID=27606.

CITY NEEDS: The City of Flagstaff ("City"), is seeking Proposals from qualified Contractors to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to equip businesses and local government alike with mitigation strategies, as outlined in the Scope of Work presented in this Request for Proposals ("RFP") document.

INFORMATION: The Solicitation, all related materials, and any addenda may be downloaded from the Planetbids Website, which is a third party bidding website utilized by the City for formal solicitations https://www.planetbids.com/portal/portal.cfm?CompanyID=27606.

PURCHASING DIRECTOR: Rick Compau, C.P.M., CPPB, CPPO, Email Address: rcompau@flagstaffaz.gov. If the Purchasing Director cannot be immediately reached, you may contact the receptionist for the City Management Services Purchasing Division at (928) 213-2206.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held on Wednesday, September 4, 2019 at 2:00 PM Arizona Time in the City of Flagstaff City Hall, Staff Conference Room, Second Floor**.**

QUESTIONS: Any questions must be received by the Purchasing Director via email at least ten (10) calendar days prior to the Closing Date and Time of this RFP.

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SCOPE OF WORK

I. GENERAL INFORMATION

The City of Flagstaff ("City" or "Flagstaff"), is seeking Proposals from qualified Contractors or reputable Proposers to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to assist businesses and local government alike with strategies for doing business differently.

The City is seeking to award a term contract to the Proposer that can best provide minimum wage consulting services outlined in the scope of work and provides the best overall value to the Flagstaff community.

The initial term of the contract will be for a one (1)-year period, with the ability to renew for up to four (4) additional one (1)-year terms based on the successful performance of the Contractor and the needs of the City.

II. SCOPE OF WORK

A. Introduction

Comprehensive Analysis on the Impacts of an Increased Minimum Wage in Flagstaff

Introduction/ Background

In accordance with the passage of Proposition 414, a citizen's initiative, a new hourly minimum wage schedule was established on July 1, 2017 for individuals who worked or are expected to work 25 hours or more in a given calendar year within the city limits of Flagstaff, AZ. Incremental increases in the minimum wage are scheduled through 2022 and on January 1st, 2023, the Flagstaff minimum wage will be indexed to changes in the Consumer Price Index or will be $2.00 above the State of Arizona minimum wage (whichever is higher).[1]

Using the experience of the city of Flagstaff (hereby the City) and the experiences of other similar cities around the country, the City is seeking the services of a Contractor to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to equip businesses and local government alike with mitigation strategies.

Objectives

The primary objectives of this research are three-fold;

- To provide information on the existing and future impacts of Flagstaff's incrementally increasing minimum wage[2] on businesses, workers and general economic health.

[1] https://flagstaff.az.gov/3520/Minimum-Wage
[2] https://flagstaff.az.gov/3520/Minimum-Wage

- To provide best practice recommendations for local businesses, non-profit organizations and state-subsidized programs as they navigate the current and future minimum wage increases.
- To provide best practice recommendations for the City of Flagstaff to support local businesses, including potential policy measures that could be implemented to foster a more robust and diverse economy.

Scope of Work

A. Baseline measurements

Using the years 2011 - 2016 as a baseline, this section of the study is intended to describe the City's "pre-increase" economic status, including trends for businesses, workers and the community as a whole. The following measurements are expected to be included in this section of the report.

1. Youth unemployment rate in Flagstaff;
2. Overall unemployment rate in Flagstaff;
3. Number of jobs available (at any payrate) in Flagstaff;
4. Number of small to medium enterprises in Flagstaff (broken into businesses with 1-50 employees and 51-100 employees);
5. Average monthly gross earnings of minimum wage workers in Flagstaff;
6. Average monthly gross earnings of non-minimum wage workers in Flagstaff;
7. Average weekly hours worked by minimum wage workers in Flagstaff;
8. Price of staple consumer goods in Flagstaff;
9. Average consumer spending rate in Flagstaff;
10. Turnover rate of minimum wage employees in Flagstaff;
11. Cost of living (aggregate of average cost of rent/ utilities/ transportation/ etc.) in Flagstaff;
12. Amount of commercial construction investment (CapX) in Flagstaff;
13. Amount of money employers paid employees in sick hours in Flagstaff;
14. Number of state-subsidized organizations operating in Flagstaff, disaggregated by sector.

The Contractor may propose that other measurements be included if such additional measurements would increase understanding of the impacts of Flagstaff's incrementally increasing minimum wage.

B. Current impact with control group

Examining the 2017-2019 period, this section of the study is intended to describe the initial impacts of the City's increased minimum wage, in comparison to a real or synthetic control community(ies). The State of Arizona may also be used as an additional control group.

1. Change in youth unemployment rate in Flagstaff as compared to change in control group;

2. Change in overall unemployment rate in Flagstaff as compared to change in control group;
3. Change in number of jobs available (at any payrate) in Flagstaff as compared to change in control group;
4. Change in number of small to medium enterprises in Flagstaff as compared to change in control group;
5. Change in average monthly gross earnings of minimum wage workers in Flagstaff as compared to change in control group;
6. Change in average monthly gross earnings of non-minimum wage workers in Flagstaff as compared to change in control group;
7. Change in average weekly hours worked by minimum wage workers in Flagstaff as compared to change in control group;
8. Change in price of staple consumer goods in Flagstaff as compared to change in control group;
9. Change in average consumer spending rate in Flagstaff as compared to change in a control group;
10. Change in turnover rate of minimum wage employees in Flagstaff as compared to change in control group;
11. Change in cost of living in Flagstaff as compared to change in control group;
12. Change in amount of commercial construction investment (CapX) in Flagstaff as compared to change in control group;
13. Change in amount of money employers paid employees in sick hours in Flagstaff as compared to change in control group;
14. Change in number of state-subsidized organizations operating in Flagstaff, disaggregated by sector, as compared to change in control group;
15. Estimate any loss in qualification for public benefits due to wage increase (SNAP, TANF, Housing vouchers, etc.);
16. Estimate any increases in automation within businesses.

C. Projected impact of future increases

As Proposition 414 calls for continued minimum wage increases with an indexing of the minimum wage against changes in the CPI occurring in 2023, this section of the study should examine the expected future economic impacts of planned minimum wage increases. Specifically, results should compare economic indicators in 2026 in Flagstaff in the case of continued minimum wage increases (as stipulated by Proposition 414) versus maintaining the current (2019) minimum wage. Special emphasis should be placed on examining the impacts of indexing the Flagstaff minimum wage against changes in the CPI. The following indicators should be examined:

1. Expected youth unemployment rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
2. Expected overall unemployment rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
3. Expected number of jobs available in Flagstaff in 2026, with and without post 2019 minimum wage increases;

4. Expected number of small to medium enterprises in Flagstaff in 2026, with and without post 2019 minimum wage increases;
5. Expected average monthly gross earnings of minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
6. Expected average monthly gross earnings of non-minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
7. Expected average weekly hours worked by minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
8. Expected price of staple consumer goods in Flagstaff by 2026, with and without post 2019 minimum wage increases;
9. Expected average consumer spending rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
10. Expected turnover rate of minimum wage employees in Flagstaff in 2026, with and without post 2019 minimum wage increases;
11. Expected cost of living in Flagstaff in 2026, with and without post 2019 minimum wage increases;
12. Expected amount of commercial construction investment (CapX) in Flagstaff in 2026, with and without post 2019 minimum wage increases.

D. Case studies

To complement the information gathered on the City of Flagstaff in sections A-C, the Contractor is also requested to conduct a series of short case studies focused on cities around the US that have implemented a higher minimum wage than their state. The case studies should provide a narrative on the impacts of minimum wage in these cities and contextualize findings based on the unique circumstances of each locality studied. Special attention should be paid to factors such as impacts of an increased minimum wage on (youth) unemployment rates, business success rates and worker earnings in each of the cities studied.

E. Best practices toolkit

Lastly, the Contractor is asked to provide stakeholders impacted by an increased minimum wage with potential solutions. Specifically, the Contractor should produce a “toolkit” filled with ready-to-use techniques and methods designed to mitigate the effects of an increased minimum wage. Techniques and methods should be designed for implementation by different stakeholders, including for-profit businesses, non-profit organizations, state-subsidized organizations and municipal governments. The toolkit should focus on the following;

- Best practices implemented in other cities by for-profit businesses in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by non-profit organizations in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by state-subsidized organizations in adapting to an increased minimum wage and managing compaction effects;

- Best practices implemented in other cities by municipal governments in supporting businesses during a minimum wage increase;
- Best practices implemented in other cities by municipal governments in attracting new businesses or industries during a minimum wage increase.

Deliverables

The Contractor will complete key deliverables by the agreed upon date. Deliverables for the project are listed below.

- Monthly update meetings between the Contractor and the City will occur during the third week of November and December of 2019 and the second week of January 2020. These meetings will take place in-person or digitally, depending on the location of the Contractor.
- The Contractor will submit a complete draft of a written report (including findings from sections A – D of the statement of work) to the City no later than the second week of January 2020.
- The Contractor will submit a complete draft of a "toolkit" (including findings from section E of the statement of work) to the City no later than the second week of January 2020.
- The Contractor will submit a final written report (including an executive summary and findings from sections A – D of the statement of work), to the City no later than January 31, 2020.
- The Contractor will submit a final "toolkit" (including findings from section E of the statement of work) to the City no later than January 31, 2020.

Intellectual Property Ownership

The City shall retain all rights, title, and interest in any and all deliverables regarding information (i.e., findings, reports, toolkit) developed by Contractor, its Affiliates and their personnel.

Project Timeline

	10/2019				11/2019				12/2019				1/2020				2/2020		Actors
	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	
Award of contract																			City/ Contractor
Kickoff meeting																			City / Contractor
First progress update meeting																			City / Contractor
Second progress update meeting																			City / Contractor
Third progress update meeting																			City / Contractor
Draft written report submitted																			Contractor
Draft toolkit submitted																			Contractor
Comments provided by the City																			City
Final written report submitted																			Contractor
Final toolkit submitted																			Contractor
Acceptance by the City																			City

III. INSTRUCTIONS IN GENERAL

DUE DILIGENCE: It is a Contractor's responsibility to examine the entire Solicitation prior to submitting a Proposal, including the form of Contract and the City of Flagstaff Standard Terms and Conditions.

PRE-PROPOSAL MEETING: If a Pre-Proposal Meeting is scheduled, a Contractor is strongly encouraged to attend. If scheduled, the date and time of this meeting will be indicated on the cover page of the Solicitation. The purpose of this meeting shall be to clarify the Solicitation in order to prevent any misunderstandings. Any questions, apparent omission, or discrepancy should be presented to the City at this time. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the Solicitation.

DISABILITIES: A Contractor with a disability may request a reasonable accommodation in the Solicitation process by contacting the Senior Procurement Specialist as early as possible to allow time to arrange the accommodation.

COST OF PROPOSAL: A Contractor is responsible for all costs related to preparation and submittal of a Proposal. The City will not reimburse any such costs.

LATE PROPOSALS: Late Proposals shall not be accepted on the PlanetBids website. Please make sure to submit the Proposal in a timely manner to allow for all documents to transfer to PlanetBids. Keep in mind that if a Contractor does not receive a notice from PlanetBids stating the Proposal was submitted successfully, then the submittal is not valid.

WITHDRAWAL OF PROPOSALS: A Contractor may withdraw a Proposal before the Closing Date and Time. A withdrawal must be signed by the Contractor's authorized representative and submitted to the Senior Procurement Specialist by hand delivery or mail.

PROPOSAL ACCEPTANCE PERIOD: A Proposal made in response to this Solicitation shall be valid and irrevocable for ninety (90) days after the Closing Date and Time.

QUESTIONS: If a Contractor has any questions about this Solicitation, contact the Senior Procurement Specialist. **The City will only respond to questions at least ten (10) calendar days before the Closing Date and Time**. Questions should be submitted in writing. All questions shall refer to the Solicitation number, page and paragraph number in question. The City **will not** be responsible if a Contractor adjusts the Proposal based on any verbal statements made by employees or officers of the City, particularly if such statements conflict with the Solicitation. A Contractor may request the Senior Procurement Specialist to issue an addendum to the Solicitation.

ADDENDA: The City will issue any interpretation or correction of the Solicitation only by written addendum and will be posted on the PlanetBids website. Failure to acknowledge ANY addenda issued will show the Contractor non-responsive once the solicitation has closed. **PLEASE MAKE SURE TO ACKNOWLEDGE ALL ADDENDA ITEMS ON THE PLANETBIDS WEBSITE.**

IMPROPER CONTACT WITH CITY EMPLOYEES: A Contractor submitting a Proposal (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain from direct or indirect contact for the purpose of influencing or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection

process. This includes, but is not limited to, the evaluation committee, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff ("City Staff"). This policy is intended to create a level playing field for all potential Contractors, assure that Contract decisions are made in public, and to protect the integrity of the selection process. A Contractor is responsible for bringing all questions and concerns to the Senior Procurement Specialist identified on Page One of this document. If the Senior Procurement Specialist is unresponsive, the Contractor may contact the City Manager. A Contractor may be disqualified if the Contractor: (a) contacts a quorum of the Council or contributes to an open meeting law violation; (b) offers political support or gratuities in exchange for approval or support of the Contractor's Proposal; (c) obtains information from City Staff not available to other Contractors which may result in an unfair advantage in the competitive procurement process and fails to notify Senior Procurement Specialist of this fact within 48 hours thereafter; or (d) engages in any other egregious conduct.

PROCUREMENT PROCESS: The City's procurement process is described in the Procurement Code Manual, which can be accessed at http://www.flagstaff.az.gov/index.aspx?NID=2991. A Contractor is not required, but it is advised that you review this Manual. The Solicitation is intended to provide all relevant information related to the procurement so that a Contractor may submit a Proposal. In the event of any conflict, the procedure outlined in this Solicitation will be followed or the conflict will be resolved by an Addendum.

FORM OF CONTRACT: The City's proposed form of Contract for is included as *Attachment A*. The final form of Contract will be conformed to match this RFP prior to Contract award.

SCOPE OF WORK: The Scope of Work is included at the beginning of this RFP. The final Scope of Work will be found as *Exhibit A* of the Contract. The Scope of Work is an explicit part of the RFP and any resulting Contract with the City, unless otherwise specified in the RFP.

STANDARD TERMS AND CONDITIONS: The City of Flagstaff's Standard Terms and Conditions are attached as *Exhibit B* of the Contract. They can also be accessed at http://www.flagstaff.az.gov/index.aspx?NID=3052. The Standard Terms and Conditions are an explicit part of the RFP and any resulting Contract with the City, unless otherwise specified in the RFP.

EXCEPTIONS: A Contractor may request changes to the form of Contract, insurance, or any terms and conditions as part of the Proposal through the Exceptions Form attached hereto.

CHANGES TO CONTRACT AFTER CONTRACT AWARD: Requests to change the Contract after Contract award, including but not limited to changes to insurance, may be rejected by the City. The Contract shall not be modified within the first three years after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other Contractors; (b) requests for changes may delay commencement of performance.

SUBCONTRACTING: A Contractor may not subcontract work in whole or in part without the City's advance written consent. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance under the Contract. All subcontracts shall comply with the underlying Contract. A Contractor will continue to be responsible for Contract performance whether or not subcontractors are used.

PARTIAL AWARD: The City reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

ALL FEES: The Proposal should separately list all applicable fees, charges, and taxes, including cost of staff, materials, and any other related expenses. The failure to include such information may cause the City to consider the Proposal as non-responsive or non-responsible.

ACCOUNTING: Please check all math prior to submittal of the Proposal. If the fees for services identified in the Proposal do not correspond with the fees requested on the invoice, the fees identified in the Proposal shall prevail unless there is a blatant clerical error in either the Proposal or the invoice.

PAYMENT: Payment will be made within 30 days following receipt and acceptance of service and a correct invoice.

FEDERAL EXCISE TAXES: The City is exempt from Federal Excise Tax, including the Federal Transportation Tax.

CONTRACTOR'S REIMBURSEMENTS: Fees and entitlements for the full and proper performance of the Contract shall be as set forth in the Scope of Work attached to the Contract as *Exhibit A*. A Contractor shall not be reimbursed for any travel, copy or other expenses incurred by the Contractor in connection with or related to the performance of the Contract.

IV. EVALUATION OF PROPOSAL AND CONTRACT AWARD

EVALUATION CRITERIA

The following evaluation criteria will be used by the City's evaluation committee for the selection of Contractor(s) to provide organizational consulting, facilitation, and training services. The evaluation committee will review the initial Proposals and score them according to the evaluation criteria listed below. Depending on the total number of Proposals submitted for this this RFP, the evaluation committee may "short list" the Contractor(s) with Proposals receiving the highest scores and conduct formal discussions / presentations to make a final evaluation. However, presentations are anticipated. After the final evaluation of Proposals, the City may narrow the total number of responses down and may request "Best and Final" Proposals.

The following evaluation criteria will be used for selection of a contractor or contractors.

		RELATIVE IMPORTANCE
EVALUATION CRITERIA		**PERCENTAGE**
1.	Presented Approach	40%
2.	Experience and Qualifications	20%
2.	Project Personnel Assigned to This Project	20%
4.	Proposed Fee	20%
TOTAL RELATIVE IMPORTANCE PERCENTAGE		**100%**

PROPOSAL MOST ADVANTAGEOUS TO THE CITY: The City will award a Contract to a responsible and responsive Contractor whose Proposal is the most satisfactory and advantageous to the City based on the Evaluation Criteria set forth in the RFP.

RESPONSIBILITY: In evaluating responsibility, the City may consider all matters related to the Contractor's ability to perform the Contract satisfactorily as further described in Article 16 of the City's Procurement Code Manual.

The responsibility criteria will include:

1. The Contractor's capacity to do the work, including adequate finances, equipment, facilities, employees and competing commitments;
2. The Contractor's experience in performing similar work;
3. The Contractor's integrity and record of performance:
   a. Positive factors include but are not limited to timely completion within budget, quality of work, prompt resolution of problems, good working relationships and the ability to resolve disputes without litigation;
   b. Negative factors include, but are not limited to, past contract terminations or deductions due to failure to perform; termination for cause due to breach; failure to comply with the contract; documented poor performance; customer complaints and/or negative references; unresolved disputes with project owners or subcontractors; and litigation without merit. In addition, any of the grounds set forth in Article 30 for suspension or debarment may be considered.
4. The Contractor is qualified legally to contract with the City;
5. Whether the Contractor has truthfully supplied all information concerning its responsibility requested by the Purchasing Agent;
6. Whether the Contractor holds any required and active valid State of Arizona license(s) to conduct business or to perform the work proposed; and

7. Any other evaluation criteria listed in the solicitation. Examples of other evaluation criteria include but are not limited to requirement of a balanced bid, requirement that the bid or proposal identify the percentage and cost of work that each subcontractor will perform and a cap on the total project value that can be completed by subcontractors, or requirement that no work shall be subcontracted.

Any single factor or combination of factors may be grounds for determination of non-responsibility. Additional factors shall include the Contractor's past performance specifically on City or other public agency contracts. This includes threats of litigation, contract terminations for any reason and the lack of ability to resolve disputes without litigation.

EVALUATION PROCESS: The City's evaluation committee will review the initial Proposals and score them according to the evaluation criteria. The evaluation committee may then:

1. Engage in discussions with highest scoring Contractors. If the parties are unable to reach an agreement, the evaluation committee may engage in discussions with the second-highest scoring Contractors.

   Or

2. Engage in discussions with the highest scoring Contractors ("short list"). Following such discussions, the City may request such Contractors to make Best and Final Offers ("BAFOs"). The City may score BAFO's. If the City scores the BAFOs, these points will be added to the points awarded during the scoring of the proposal for a total cumulative score.

Following the evaluation process the Selection Committee will select a Final List of Firms deemed most qualified to provide the services, ranked in order of preference based on the Proposal evaluation and/or the interview evaluation. Award of contract will be contingent upon mutually agreeable fee/scope of services negotiations

PURPOSE OF DISCUSSIONS: The purpose of discussions with Contractors (pursuant to Section 11.9 of the Procurement Code Manual) shall be to:

1. Determine in greater detail such Contractor's qualifications;
2. Explore with the Contractors the scope and nature of the services offered, the Contractor's proposed presented approach, the relative utility of alternate methods of approach and methods of performance;
3. Determine that the Contractors will make available the necessary personnel and facilities to perform within the required time; and
4. Agree upon compensation which is fair and reasonable, taking into account the value of the estimated value of the required services/equipment, the scope and complexity of the proposed services and natures of such services/equipment.

In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Contractors.

REVISIONS TO PROPOSALS: If the City calls for Best and Final Proposals, those Contractors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals prior to contract award.

REQUESTS FOR ADDITIONAL INFORMATION: After the Closing Date and Time, the City may request that the Contractor provide additional information related to the Proposal. Failure to provide this information within five (5) business days after communication of the request by the City will be grounds for the City to reject a Proposal, and/or to declare the Proposal as non-responsive or non-responsible.

RESERVATION OF RIGHTS: The City reserves the right to reject any and all Proposals, or any part thereof. The City reserves the right to accept any Proposal in whole or in part, or any line item, and to award a contract for purchase of the same. The City reserves the right to waive any clerical error or nonmaterial defect in the Proposal when it is deemed to be in the City's best interest. The City reserves the right to cancel or reissue a Solicitation.

NOTICE OF PROPOSED CONTRACT AWARD OR RECOMMENDATION: All Contractors will receive an email notifying them of the City's proposed contract award or recommendation to reject all Proposals. This notice will be posted as part of the agenda for the regular meeting of the City Council, on the City website. The agenda is typically posted at least one (1) week prior to the Council Meeting.

PUBLIC RECORDS: Proposals received by the City are available for public inspection after a contract has been awarded, subject to any confidentiality restrictions.

PROTESTS: If you wish to protest the Solicitation, a protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest related to the Solicitation (such as specifications, requirements, or scope) shall be received by the City Purchasing Department before the Closing Date and Time. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

PROPOSAL FORMAT

QUALITY OF PROPOSAL: The City will evaluate the quality of the Proposal as evidence of the Contractor's qualifications and competence. The Proposal should be: (1) complete; (2) thorough; (3) accurate; (4) comply with Solicitation instructions; (5) organized; and (6) concise.

PAGE LIMIT: The Proposal **shall not exceed a total of thirty (25) pages**, except the Cover, Cover Letter, and City Forms will not be counted in the page limit. Any pages attached to the City Forms shall be counted toward the page limit. The City may reject a Proposal that exceeds the page limit as non-responsive.

PROPOSAL FORMAT:

Required Sections of Proposal:

A. Cover Letter (1 page)

A profile of the organization (company overview), number of years in business, and a description of services being offered.

B. Experience and Qualifications (20%)

a. Proposer shall provide detailed information regarding your firm & individual experience in providing minimum wage consulting services and any experience providing these services for a municipality.

b. Proposer shall provide a list of specific qualifications and expertise the Proposer has in providing the services listed in this proposal, including any professional designations and affiliations, certifications or licenses, etc. Proposer shall also identify support staff to assure timely and efficient delivery of services.

c. Proposer shall provide a complete listing of past and current clients Contact information for at least three (3), and a maximum of five (5), previous customers as references for the City including organization name, contact name, email and telephone number. The City will contact these references as part of the evaluation process.

1. Positive reference factors will include, but are not limited to, timely completion of services, quality of work, prompt resolution of concerns, and good working relationships.

2. Negative reference factors will include, but are not limited to, past contract terminations, failure to comply with contract, documented poor performance, and customer complaints and/or negative references.

C. PROJECT PERSONNEL ASSIGNED TO THIS PROJECT (20%)

This section outlines the project personnel that your firm will assign to this project.

a. Resume:

Proposers shall provide the resume(s) of the personnel that their organization will assign to this project. Resumes shall outline all relevant experience and qualifications in providing minimum wage consulting services for municipalities, as well as managing these services.

b. Role in This Project:
Proposers shall describe the role each person will fulfill in providing minimum wage consulting services and tenure with the organization.

D. PRESENTED APPROACH (40%)

a. Proposed approach for providing minimum wage consulting services:
Proposer shall provide detailed information regarding their proposed presented approach for minimum wage consulting services you are submitting a proposal response for. The proposed approach shall address the three (3) objectives outlined in the scope of work.

b. Project Timeline:
Proposer shall provide a proposed detailed project timeline and if the proposed timeline is different from what is outlined in the scope of work, Proposer shall provide reasons for their proposed project timeline.

E. PROPOSED FEE (20%)

a. Proposers shall provide a fee cost proposal. Proposer's fee must be inclusive of all services required as outlined in the Scope of Work herein. A Schedule of any reimbursable expenses that are to be paid directly by the City, is to be included as a part of the proposed fee schedule.

F. Contractor Questionnaire (see form)

G. Exceptions (see form)

H. Confidential Materials (see form)

I. Cooperative Purchases (see form)

J. Disclosure (see form)

K. Declaration Related to Solvency (form); Declaration Related to Gratuities (form); Declaration of Non-Collusion (see form) (Attach explanations)

All completed forms must be submitted with Proposal.

Forms are located at the end of this RFP document.

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____-_____

Contractor Contact for Questions about Proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

_____Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: _____
(Attach proof of registration)

Business License Information (check one):

_____Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with your Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

_____ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

_____ No confidential/proprietary materials have been included with this Proposal

_____ Confidential/Proprietary materials are included in this Proposal. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. 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. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Contractor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Contractor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes _____ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

   a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES_____ NO____

   b. Violation of the terms of any public contract? YES_____ NO____

   c. Failure to pay any uncontested debt to a government agency? YES_____ NO_____

   d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

   YES_____ NO_____

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

   YES_____ NO_____

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____
Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes _____No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

_____
Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit an Proposal.

The pricing for this Proposal has not been disclosed to any other Contractor who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

_____
Signature of Person Authorized to Sign Proposal

ATTACHMENT A

SAMPLE CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2020-16

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and, _____ ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide certain services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide services to analyze the current and future economic impacts of the City's incrementally increasing minimum wage

   and as more specifically described in the scope of work attached hereto as ***Exhibit A.***

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor _____ dollars and _____ cents ($XXX.XX). Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B,*** are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A.***

4. Key Personnel/Subcontractors: Contractor's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Cliff Bryson, Assistant to the City Manager or his 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 Purchasing Director.

6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties. Performance shall commence within the time specified on individual Service Orders and shall be completed on or before the agreed upon time consistent with the Schedule of Services.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

DATA AND RECORDS

9. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

10. Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

11. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MISCELLANEOUS

12. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To Contractor:

To the City:

Cliff Bryson
Assistant to City Manager
City of Flagstaff
211 W. Aspen Ave.Flagstaff, AZ 86001
cbryson@flagstaffaz.gov
Phone: (928) 213-2070

With a copy to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
rcompau@flagstaffaz.gov
Phone: (928) 213-2275

With a copy to:

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

CONTRACTOR

_____

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued: _____, 20___

EXHIBIT A

SCOPE OF WORK

The final Scope of Work, On-Call Organizational Consulting, Facilitation and Training Services are to be determined.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. TITLE AND RISK OF LOSS: The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

14. SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. LIENS: All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

16. CHANGES IN ORDERS: The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. INVOICES: A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were delivered or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. OFAC: No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. CONTROL: Contractor shall be responsible for the control of the work.

27. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. ACCEPTANCE: If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. WARRANTY: Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

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

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

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

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil 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).

50. 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 agreement, not to engage in a boycott of Israel.

DEFAULT AND 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 thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

55. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

56. 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.

57. 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.

58. 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.

59. 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.

60. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

62. 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.

63. 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.

64. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. 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 attorney's fees, costs, professional fees and expenses.

Proposal for:

The City of Flagstaff

Solicitation For: Minimum Wage Study
Solicitation Number: 2020-16



Submitted by:

Rounds Consulting Group, Inc.
Economic and Policy Analysis

51 W. 3rd Street, Suite E-110
Tempe, AZ 85281
www.roundsconsulting.com

Date: September 13, 2019

To: Rick Compau
City of Flagstaff

From: Rounds Consulting Group, Inc.

Re: RFP 2020-16 Minimum Wage Study

Dear Mr. Compau:

On behalf of Rounds Consulting Group, Inc. (RCG), I would like to express our gratitude for the opportunity to submit this proposal to the City of Flagstaff (City) to analyze the current and future economic impacts of the City's minimum wage increases, and to equip the City and local businesses with mitigation strategies.

For perspective on our firm's experience, RCG advises both public and private sector entities on matters of economics and policy development. Although RCG was recently founded in 2015 (4+ years), company principals have over 30 years of experience providing economic development, market research, impact studies, and policy advising for scores of communities and organization throughout Arizona.

To better equip the City with specific best practice recommendations to support local businesses, organizations, and government entities as they navigate minimum wage increases, RCG has enlisted Michelle Kauk (strategic partner of RCG) as part of our proposing team. Michelle, President of MODE Public Affairs, specializes in public affairs/relations, communication services, strategic planning, and economic/policy development.

The specific details on our team's experience, proposed approach, key personnel, estimated timeline, and costs are summarized in the enclosed documents. Please contact me directly at 602-739-0844 with any questions. We appreciate the opportunity to submit this proposal and look forward to hearing from you.

Sincerely,



Jim Rounds, President
Rounds Consulting Group, Inc.

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Section 1: Experience and Qualifications

1.1 Firm & Experience Overview

As noted in the solicitation, the primary objectives of this analysis are to capture the current and projected impacts of the City of Flagstaff's (City) incremental minimum wage increases, and provide a "toolkit" to help local businesses and the City to mitigate effects. Rounds Consulting Group, Inc. (RCG) has teamed up with Michelle Kauk (President of MODE Public Affairs) to provide this comprehensive analysis.

RCG is comprised of leading economists and analysts with over 30 years experience providing economic research, policy advising, and impact studies throughout Arizona and the U.S. This includes everything from the most comprehensive analyses related to proposed statewide legislations and how they impact the local economy to highly specialized analyses related to business location efforts.

RCG routinely monitors economic, real estate, and community development trends, and has decades of experience summarizing this information to provide the proper storytelling and interpretation. Michelle Kauk specializes in public affairs/relations, media and communication services, strategic planning, and policy development.

This breadth of knowledge and connectivity between economic and policy groups is matched by no other consultants and allows our team to stay informed on matters that affect the crossover between public policy and economics.

To assure timely and efficient delivery of services, our team is comprised of Jim Rounds (President of RCG), Michelle Kauk (President of MODE Public Affairs), Luis Cordova (Vice President of RCG), and Brandtly Thornton (Senior Economist at RCG). If needed, additional research and data gathering will be conducted through support staff at RCG.

Descriptions of select assignments with references related to this solicitation follow.

Impact of Minimum Wage Increases **Goldwater Institute – 2018**

RCG partnered with the Goldwater Institute to analyze the unintended consequences of minimum wage increases as a result of Prop 206 passing in November of 2016 and its impact on programs that support the developmentally disabled. Under Prop 206, Arizona's minimum wage increased to $10 per hour in 2017 and will continue increasing until reaching $12 per hour in 2020; and increase each year by the cost of living thereafter. As a result, employees earning below the new minimum wage received pay adjustments while those earning at the threshold or just above received marginal increases. This created economic imbalances, disenfranchised employees, reduced quality of services, and imposed a cost to the state (i.e., a taxpayer burden).

Findings were based on a case study conducted on a sample set of 2,300 workers and extrapolated into the larger population. The review ultimately led to the state increasing the appropriation to the minimum wage contractors that work with the developmentally disable. This was equal parts economics and public policy. A similar qualitative and quantitative analysis will be useful in Flagstaff.

Reference:
Victor Riches, President & CEO
Goldwater Institute
500 E. Coronado Road
Phoenix, AZ 85004
Phone: 602-462-5000
Email: vriches@goldwaterinstitute.org

Impact of Growing Arizona's High-Tech Workforce Arizona Chamber Foundation - 2019

RCG was contracted by the Arizona Chamber Foundation to provide an extensive analysis of Arizona's high-tech workforce. Arizona and the Greater Phoenix area are on the cusp of being a top tier destination for technology-based businesses to locate and expand. RCG analyzed both the state and local-region's competitiveness, economic health, workforce, incomes, and population growth to measure how the local economies compared to competing regions and identify opportunities for advancements.

This included a deeper dive into the Phoenix Metro Area's high-tech workforce that focused on opportunities for wage advancement by formulating policies that focus on quality job creation. For example, opportunities exist for employees to move up the career ladder within their current occupational category and for workers to shift from lower paying occupations to higher paying occupations. Both of these further enhance the economic growth and quality of a region.

RCG then analyzed the impacts of attracting and maintaining a higher skilled and higher paid workforce. Economic impact models were created to monetize these impacts. RCG also created an economic model that estimated impacts resulting from changes in workers' wages.

Reference:
Glenn Hamer, CEO
Arizona Chamber of Commerce and Industry
3200 N Central Ave #1125
Phoenix, AZ 85012
Phone: 602-248-9172
Email: ghamer@azchamber.com

Comprehensive Economic Development Strategy 2020-2025 NACOG - 2019

RGC was contracted by the Northern Arizona Council of Governments (NACOG) to perform a comprehensive economic development strategy analysis for the NACOG Economic Development District (EDD). The EDD consists of Apache, Coconino, Navajo, and Yavapai Counties. This analysis included a complete economic profile, and an analysis of strengths, weaknesses, opportunities and threats of each county. This analysis was then used to create a strategic economic development plan focused on increasing wages, quality of life and economic sustainability in the region. In order to provide a more in-depth and comprehensive plan and analysis, RCG partnered with Michelle Kaulk, president of MODE Public Affairs (MODE) on this project. Through extensive outreach with NACOG personnel, and county and tribal leaders, Michelle identified specific economic focus industries that are poised for growth with the help of economic development programs recommended in the analysis.

Utilizing the results of the analysis from RGC and outreach from MODE, policy recommendations were developed with the goal of incentivizing the existing workforce to obtain higher skills or more education

and certifications in order to move into a higher wage bracket. RGC then created economic impact models monetizing the impacts the successful implementation of these recommendations in varying degrees would have in the economies for each county and the entire NACOG EDD region.

Reference:
Teri Drew, Director
Northern Arizona Council of Governments
119 E Aspen Ave
Flagstaff, AZ 86001
Phone: 928-778-1422
Email: tdrew@NACOG.org

1.2 Additional Experience

For years, RCG staff have been proving economic research and public policy advising for various private- and public-sector organizations. The following is a partial list of our recent local and nationwide clients:

- Arizona Chamber Foundation
- Arizona Department of Housing
- Arizona Governor's Budget Office
- Arizona Office of Economic Opportunity
- City of Mesa
- Downtown Phoenix Inc.
- Goldwater Institute
- City of Flagstaff
- Greater Phoenix Chamber of Commerce
- Greater Phoenix Economic Council
- Lennar
- League of Arizona Cities and Towns
- Maricopa Association of Governments
- Pinal County
- W. P. Carey School of Business
- El Dorado Holdings

The following are additional projects that RCG has been involved in:

Miscellaneous Research Analyses **Various Private and Public Organizations – 2015-2019**

Since 2015, RCG has conducted various in-depth research analyses for both private and public entities throughout Arizona. Studies have been conducted for residential developers (such as Lennar, El Dorado Holdings, and KB Homes), commercial developers (such as Vestar and True North), municipalities (such as the Town of Chino Valley and City of Maricopa), and numerous government agencies (such as the Arizona Department of Housing, Arizona Office of Economic Opportunity, and the Sedona Fire District). These studies have included retail demand studies, housing affordability studies, housing market analyses, state program evaluations, regulatory impact analyses, and various other research assignments.

Economic Forecasting and Strategic Planning **Maricopa County – 2015-2019**

Jim Rounds was the principal economist related to the development of Maricopa County's comprehensive effort to blend revenue forecasting, budgeting, and strategic policy development. This effort allowed Maricopa County to evaluate not only budget priorities for the following year, but also evaluate how strategic priorities would impact tax policies and budgeting through the end of the decade. As a result, the County is one of few government entities that is prepared for the next economic downturn, but still efficiently and responsibly provides services to its citizens. RCG continues to provide forecasting services and reviews for Maricopa County.

Impact of Water Shortages on Economic Development Central Arizona Project (CAP) – 2016-2017
RCG was retained by CAP to conduct in-depth research into and analyze the impact of potential water shortages during the next several years. Three independent scenarios were modeled to identify the potential scale of impacts on the state if water supply issues begin to impact business development. Each impact scenario quantified the potential for losses in the state's economic output, jobs, and incomes.

Economic and Fiscal Impact Analyses Various Private and Public Organizations – 2015-2019
RCG has developed numerous economic and fiscal impact models and analyses related to potential business locations, residential and commercial developments, foreign trade zone developments, infrastructure improvements, tourism exercises, growth scenarios, and other activities for various private and public sector organizations (list of select organizations follows). These analyses were produced to quantify potential economic and fiscal impacts on regional and local economies. The detailed fiscal impacts measured the value of and assisted with return on investment evaluations. Additionally, the analyses identified amounts of revenues that could be new versus redirected from the surrounding areas.

RCG has been completing in-house impact studies since inception in 2015, but RCG staff have over 25 years of experience developing economic analyses nationwide. The following is a list of select organizations for whom RCG has provided impact studies:

- APS
- AZ Chamber of Commerce
- AZ Hispanic Chamber of Commerce
- AZ Hospital & Healthcare Association
- City of Buckeye
- City of Chandler
- City of Phoenix
- City of Tempe
- City of Scottsdale
- Dignity Health
- Discover Long Island (New York)
- Greater Phoenix Economic Council (GPEC)
- Lennar
- Maricopa County
- Town of Gilbert
- Town of Florence

Downtown Phoenix Development Impact and Feasibility Study Downtown Phoenix Inc. – 2018
Downtown Phoenix Inc. (DPI) retained RCG to assess the economic and fiscal impacts associated with downtown Phoenix and DPI's development efforts in the downtown area. The study analyzed two main drivers of economic activity in the downtown area. The first was related to the year-round operations of downtown businesses and downtown residents. The second considered the economic activity generated by visitors and tourism spending at the area's entertainment venues such as Talking Stick Resort Arena, Chase Field, and the Phoenix Convention Center. To complete the analysis, several economic and fiscal impact models were created for major categories of developments such as retail, office, government, education, science/technology, and multi-family housing. Impacts were estimated in terms of output, jobs, and wages. The economic activity was then converted into tax revenue collections for the City of Phoenix, Maricopa County, and the state of Arizona.

1.3 Additional References

Following is a list of references for whom RCG provides similar services:

1. John Arnold, Executive Director
   Arizona Board of Regents (ABOR)
   Phone: 602-229-2505
   Email: john.arnold@azregents.edu

   Currently, RCG is under contract with ABOR, on an ongoing basis, to provide economic and policy research. RCG is also working with ABOR and the state's universities to research and calculate the impact of higher education and increases in education attainment.

2. David McIntire, Community Investment Director
   City of Flagstaff
   Phone: 928-213-2907
   Email: dmcintire@flagstaffaz.gov

   RCG was retained by the City of Flagstaff to identify the impact of specific groups on the City's sales tax revenues. Tasks for the assignment included a review of historic sales tax collections, the regions demographics, and the area's consumer spending. To complete the analysis, several estimates were made for the amount of taxable spending made by local businesses, households living within Flagstaff city limits, households living in the surrounding rural areas, the indigenous population, students, and visitors.

Section 2: Project Personnel Assigned to the Project

2.1 Key Personnel Resumes and Roles

For the purpose of this comprehensive study, RCG will primarily utilize Jim Rounds, Michelle Kauk, Luis Cordova, and Brandtly Thornton. If needed, additional research and data gathering will be conducted through support staff at RCG. Roles and responsibilities of each key personnel follows:

- Jim Rounds, RCG President, will serve as the primary contact, oversee the quality of work, and lead the study's research, modeling, and public policy development efforts.
- Michelle Kauk, President of MODE Public Affairs, will lead the team's effort in regard to public outreach, advise on strategic planning, and advise on policy development.
- Luis Cordova, Vice President of RCG, will provide research and data collection, assist with forecasting and policy development, and conduct economic modeling.
- Brandtly Thornton, RCG Senior Economist, and will provide research, data collection, and economic modeling support.

Resumes for the team's key personnel follow:

- Jim Rounds, President & Chief Economist (at RCG since inception in 2015)

  Jim Rounds, President of RCG, regularly provides advice to policymakers at the State Capitol, mayors throughout the state as well as city council members, county board members, and other public and private sector leaders in the community. He has delivered hundreds of economic presentations and is quoted weekly on television, radio, and in printed media. Jim is also a Senior Fellow at the Goldwater Institute.

  Areas of recent study include state tax policy and economic development reform, K12 and higher education funding, health care economics, State Trust Land disposition, GPLET agreements, pension reform, transportation and utility infrastructure investment, and state and local area tourism planning.

  Mr. Rounds volunteers much of his spare time as an advocate for quality public policy development. Recently, Jim has been supporting the concept of "growing from within," which includes efforts to better understand small business development issues, and strategic investment in education and workforce training.

  Jim is on the Board of Directors of the Maricopa County Industrial Development Authority, and is a member of the Joint Legislative Budget Committee's Finance Advisory Committee, the Maricopa Association of Governments' Economic Development Committee, the Arizona Economic Roundtable, and has served on scores of committees and task force efforts at both the state and local levels. Jim also serves as an advisor and consultant for multiple economic development and taxpayer watchdog organizations such as the Goldwater Institute and Arizona Tax Research Association.

Previously, Mr. Rounds was a Senior Economist and Senior Budget Analyst with the Arizona Joint Legislative Budget Committee, served as Senior Vice President at Elliott D. Pollack & Company, and has been engaged in policy related economics for more than two decades. Jim has a Bachelor of Science degree and a Master of Science degree in Economics from Arizona State University.

Range of Experience:

- Completed scores of analyses for public sector entities related to maximizing the return on investment for economic development projects, public infrastructure investment, tourism marketing, and various sports related efforts.

- Analyzed the implications of minimum wage increases and how they affect business owners, employees, and taxpayers.

- Forecasts public sector tax revenues for cities, counties, and organizations to allow for efficient planning of economic development programs, infrastructure investment, and basic operational needs. As an example: examined tourism funding efficiency for the State of Arizona in an effort to identify appropriate marketing funds for maximizing the return on investment and restore funding for the agency.

- Advises public sector organizations (MAG, GPCC, GPEC, etc.) on individual efforts including workforce development, transportation funding, economic development/tourism marketing projects, and general coordination between organizations and municipalities.

- Authored the "Jobs Report for the State of Arizona" that identified new economic development tools for use in growing the local economies. Drafted the initial legislation that was significantly enacted the following year.

- Authored "Growing an Economy with Strategic Infrastructure Planning" for the Arizona Commerce Authority and the Office of the Governor that quantified the potential impact from strategic highway investment, advised on related policy matters, and outlined cooperative approaches for a positive return on investment.

- Delivered hundreds of economic development and fiscal planning presentations to communities throughout the state.

- Michelle Kauk, President of MODE Public Affairs (RCG strategic partner since 2018)
  With more than 15 years of public affairs experience, Michelle Kauk has worked at the local, state and federal levels of government, in addition to the private sector and non-profit space, specializing in strategic public relations, media and communications campaigns; crisis communications; campaign communications; coalition building; message development; strategic management of legislative agendas; and public policy issues.

  Throughout her career in Arizona, she has served as an executive with the Greater Phoenix Economic Council as the Senior Vice President of Communications & Public Affairs, and worked for the Town of Gilbert, and the Office of Senator John McCain – in both the Washington DC and Phoenix offices.

Michelle also worked as the Director of Government Affairs and Research for a niche insurance company in Connecticut, HAI Group, which provides insurance and other special programs for public and affordable housing authorities.

Michelle currently serves on the board of directors for Gilbert Leadership, and is a Class XVIII graduate. She also spends her time with the Banner Health Foundation Pulse of the City Soiree committee, and the ASU School of Public Affairs Advisory Council and the Make-a-Wish Arizona Wishmaker's Council. Michelle is also a Flinn-Brown Fellow.

- Luis Cordova, Vice President and Senior Economist (at RCG since inception in 2015)

Luis Cordova is Vice President of Rounds Consulting Group. Mr. Cordova is an expert in multiple areas of economic, real estate and public policy research, and has analyzed topics ranging from small business development to statewide highway planning and financing. Luis has over 5 years experience providing economic, demographic and revenue forecasting for Arizona counties and cities; cost-benefit analyses and economic and fiscal impact analyses for both the public and private sectors; market and feasibility studies including detailed demographic analysis; litigation support research; and multiple aspects of community planning.

Luis is the company specialist in economic and fiscal impact modeling. Mr. Cordova has over 5 years of experience developing economic and fiscal impact analyses related to ongoing business operations, potential business locations, residential and commercial developments, GPLET projects, tourism activities, foreign trade zone developments, infrastructure improvements, and other activities for various national, state, and local private- and public-sector organizations.

Additionally, Mr. Cordova years of experience developing forecasting models and manages the firm's database and data collection efforts. Luis was raised in Southern Arizona, is fluent in Spanish, and is leading the office's efforts related to strategic planning, policy development, and infrastructure investment in Southern Arizona and Sonora, Mexico.

Prior to his employment at Rounds Consulting Group, Mr. Cordova served as an economist at Elliott D. Pollack & Company. Luis has a Bachelor of Science degree in Economics from Arizona State University. Additionally, Luis is certified by the Arizona Association for Economic Development as an Arizona Economic Development Pro. Mr. Cordova is also a contributing panelist on the JPMorgan Chase Economic Outlook Center's Western Blue Chip Forecasts, which provide economic forecasts for Arizona and Greater Phoenix, and is a content committee member for the Arizona Hispanic Chamber of Commerce's DATOS: The State of Arizona's Hispanic Market report.

Range of Experience:

- Prepared scores of economic and fiscal impact analyses of new and existing businesses; planned projects; proposed housing, mixed-up and foreign trade zone developments; and infrastructure improvements, among other activities. These analyses were developed to quantify potential impacts on regional and local economies, and assist with return on

investment evaluations for both public and private sector clients. Organization include statewide organization like APS, GPCC, and CAP to municipalities like the Cities of Scottsdale, Tempe, and Chandler.

- Conducted extensive data collection and research assignments into infrastructure investments; impacts of minimum wage increases; public policy; economic, demographic, and housing statistics; workforce development matters; the state's target industries; and numerous other economic and policy topics for organization like Arizona Department of Housing, MAG, PAG, and OEO.

- Collected and analyzed economic, demographic, real estate and trends information for inclusion in economic reports. In addition to data collection, reviews have been provided to better illustrate economic conditions and trends. Reviews have included local data and perspective on single family, housing, multi-family housing, office, retail, and industrial construction, occupancy, and absorption rates from various commercial brokers and other sources.

- Provided significant support and prepared numerous forecasting studies. These assignments have included projections of future tax revenues, demand for future goods and services, population and housing trends, and job market opportunities, among others. This has
- included in-depth use of the 2016 MAG employment, population, and land use projections at the TAZ level.

- Developed numerous cost-benefit analyses of existing and proposed businesses and housing communities to assist local governments and economic development organizations determine if an investment is feasible and calculate if the benefits outweigh the costs, and by how much.

- Prepared various retail market analyses to measure any surplus/leakage, indicate how well the retail needs of local residents are met, identify possible opportunities, and determine future needs based on projected growth.

- Managed and developed internal and client databases of national, state, county and local economic, demographic, real estate, and projection information. Sources of data include: the U.S. Census Bureau, U.S. Bureau of Labor Statistics, U.S. Bureau of Economic Analysis, Arizona Office of Economic Opportunity (OEO; formerly Arizona Department of Administration), Arizona Department of Revenue, and the University of Arizona Forecasting Project, among others.

- <u>Brandtly Thornton, Senior Economist and Policy Analyst (at RCG since 2019)</u>

  Brandtly Thornton is a Senior Economist and Policy Analyst at Rounds Consulting Group. Mr. Thornton has expertise in data analysis and economic modeling; statistical and econometric theory; and behavioral economics. Recent experience includes regression analysis of residential home prices at the state, county and zip code levels and consumer behavior forecasting in response to changing market incentives. Additionally, Brandtly has expertise in coding in multiple programming languages and assists in constructing the economic models used for the firm's

analysis and consulting projects. As a Senior Economist, Brandtly also assists in maintaining the firm databases and conducts routine data collection to ensure updated and accurate data is used when producing economic forecasts.

Prior to joining Rounds Consulting Group, Brandtly worked in the financial services industry as a corporate actions analyst for Northern Trust and as a Sales Manager for Vivint Inc. Born in Spokane, Washington, Brandtly moved across the United States before returning to Spokane to finish high school and embark as a missionary for 2 years in Paraguay, becoming fluent in Spanish. Upon returning home Brandtly attended Brigham Young University in Provo, Utah, earning a Bachelor of Science degree in Economics.

Section 3: Presented Approach

3.1 Proposed Approach

RCG is proposing the following scope, approach, and timeline. To summarize, RCG is proposing a three phased analysis. The initial phase (Phase I) will include a comprehensive review of available information to fulfill the required list of measurements (as listed in the solicitation) and provide additional recommended measurements to supplement the analysis.

The second phase (Phase II) will use the information gathered in Phase I to examine the current and future impacts resulting from the minimum wage increase. This will include an evaluation of the implications of continued minimum wage increases, indexed with changes in CPI, as called for by Proposition 414. Additionally, a series of case studies focused on cities that have a higher minimum wage than their state will also be conducted in Phase II.

Phase III of the analysis will provide best practice recommendations for local businesses, organizations, and governments to mitigate current and future impacts of minimum wage increases, and include potential policy recommendations to promote economic growth.

The following highlights the specific approaches of Phases I-III. However, our proposed approach and highlighted points can be restructured and refined to better suit the needs of the City, if needed.

Phase I: Primary Research

RCG will conduct extensive research and interviews to collect the primary information needed to conduct the Minimum Wage Study in Phase I. This will include a comprehensive review of available information from national, state, and local sources. For additional insight, RCG will conduct interviews with State and City staff to identify data availability and utilize qualitative information when quantitative data is limited. This will also involve an evaluation of sources and data to measure reliability. All research and data collection will be summarized to formulate facts and uncover trends.

RCG's approach to research goes beyond the collection of data and information. After the appropriate information is collected, a comprehensive explanation of the information will be provided to properly describe what the information is indicating. *This "story" allows for proper insight and highlights any issues that should be addressed*. This is also how one can increase awareness of minimum wage impacts and bridge the discussions between public officials, employers, the general public, and other stakeholders.

The following bullet points highlight the specific approach and tasks of Phase I.

Task 1: Identification of baseline (2011 – 2016) and current (2017 – 2019) measurements.

- Collect information on the City's economic status including trends for businesses, workers, and the community as a whole.
  - Information will be gathered and reviewed for the following, but not limited to, measurements: unemployment rates (by age groups), job availability, average earnings of

minimum and non-minimum wage workers, average hours worked, turnover rates, consumers spending and price of goods, cost of living, employee sick hours, number of enterprises by size (including any state-subsidized enterprises), and business construction investment, among others.
- Identification of additional measurements that should be considered to increase understanding of the impacts of the City's minimum wage increases.
- Identify any data deficiencies and discuss possible alternatives with the City.
- Solicit feedback from City to refine measurements and research.

Phase II: Analysis of Current and Future Impacts

All previous research and data points will be utilized to provide information on the existing and future impacts of Flagstaff's incremental minimum wage increases on businesses, workers, the City, and the City's general economic health.

The following bullet points highlight the specific approach and tasks of Phase II.

Task 2: Analyze baseline (2011 – 2016) and current (2017 – 2019) measurements to examine current impacts.

- Analysis of the City's pre-increase (baseline) economic status v. its current economic status.
  - A number of control groups will be identified to make the proper "apples to apples" comparison to evaluate the real impact of the minimum wage increase in Flagstaff.
  - Analyses will include a review of changes in predetermined measurements in Flagstaff as compared to changes in control groups.
    - As an example, the State of Arizona will be used as one control group to compare how the State's overall economic measurements have changed compared to Flagstaff's over the same time period.
    - Measurements will include changes in: unemployment rates, job availability, earnings, hours worked, consumer prices and consumer spending, cost of living, loss of public benefits due to wage increases, and increases in any automation within business, among others.
  - A number of individual business cases (sampling of local businesses) are also suggested to evaluate the true impacts of the increases on local businesses from the baseline to now.

Task 3: Analyze projected future impacts.

- Examine the expected future economic impacts of the continued minimum wage increases.
  - Evaluate the impacts of continued increases, indexed with changes in CPI, occurring in 2023 as called for by Proposition 414.
  - Analyses will include a comparison of Flagstaff's 2026 economic indicators in the case of continued minimum wage increases indexed with CPI (as stipulated by Prop 414) v. maintaining the current (2019) minimum wage.
    - The following indicators with and without post 2019 minimum wage increases will be examined: unemployment rates, turnover rates, job availability, number of small to medium businesses, earnings, consumer spending, price of goods, cost of living, and commercial investments, among others.

Task 4: Case Studies

- A series of short case studies focused on cities around the U.S. that have implemented a higher minimum wage than their state will be conducted.
  - The number of identified cities will depend on data availability and relevance.
  - Findings will be evaluated and summarized to provide narrative on the unique circumstances these cities experienced and their respective impacts.
    - Factors that will be considered are impacts on unemployment rates, earnings, job availability, cost of living, etc.

Phase III: Best Practice and Policy Recommendations

Phase III of the analysis will provide best practice and policy development recommendations for local businesses, organizations, and governments impacted by increased minimum wages with potential solutions. A "toolkit" filled with techniques and methods designed to mitigate the effects of increases minimum wages will be provided for different stakeholders including businesses and local governments.

The following bullet points highlight the specific approach and tasks of Phase III.

Task 5: Provide a best practices toolkit for Flagstaff stakeholders effected by minimum wage increases.

- Analyze best practices implemented by for- and non-profit businesses, organizations, governments, and municipalities in other cities effected by minimum wage increases.
- Evaluate the tools have been used in other cities to mitigate impacts of minimum wage increases.
- Research the efforts other cities have implemented to support local businesses effected by minimum wage increases.
- Provide potential best practices for local businesses and organization to mitigate impacts from minimum wage increases.
- Suggest a course of action for the City of Flagstaff to mitigate minimum wage increases and support local businesses/organizations.
- Provide potential best practices and policy recommendations to promote economic growth.

3.2 Proposed Timeline

Unless the timeline is revised at the request of the City, RCG is proposing to follow the project timeline as listed in the solicitation and provide the list of deliverables by the agreed upon dates. A detailed timeline by phase and task is illustrated below.

Project Timeline																
Month	**Oct. 2019**		**Nov. 2019**				**Dec. 2019**				**Jan. 2019**				**Feb. 2019**	
Week	**W3**	**W4**	**W1**	**W2**	**W3**	**W4**	**W1**	**W2**	**W3**	**W4**	**W1**	**W2**	**W3**	**W4**	**W1**	**W2**
Phase I: Primary Research																
Kickoff meeting																
Task 1: Initial research																
1st Progress meeting																
Phase II: Analysis of Current and Future Impacts																
Task 2: Analyze current impact																
Task 3: Analyze future impacts																
Task 4: Case Studies																
2nd Progress meeting																
Phase III: Best Practice and Policy Recommendations																
Task 5: Best practices toolkit																
Submit draft written report																
Submit draft toolkit																
3rd Progress meeting																
Report Finalizing																
City feedback																
Submit final report																
Submit final toolkit																
City acceptance																

Section 4: Proposed Fee

4.1 Proposed Fee

The cost to complete the three phased analysis is a lump sum fee of $65,000. Possible data set purchases may be required (but not likely) to meet the required economic measurements/indicators. Such expenses will be purchased on behalf of the City and billed to the City. However, prior approval will be requested before incurring such expenses.

Section 5: City Forms

Completed forms follow.

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: Rounds Consulting Group, Inc.

Doing Business As (if different than above): _____

Address: 51 W. 3rd Street, Suite E-110

City: Tempe State: Arizona Zip: 85281 -

Phone: 480-508-4911 Fax: N/A

E-Mail Address: rounds@roundsconsulting.com
cordova@roundsconsulting.com Website: www.roundsconsulting.com

Taxpayer Identification Number: 47-5589171

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____ -

Contractor Contact for Questions about Proposal:

Name: Jim Rounds or Luis Cordova Fax: N/A

Phone: 602-739-0844 or 602-849-0632 E-Mail Address: rounds@roundsconsulting.com or
cordova@roundsconsulting.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

__X__ Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: N/A
(Attach proof of registration)

Business License Information (check one):

__X__ Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with your Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

__JR__ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

JR No confidential/proprietary materials have been included with this Proposal

_____ Confidential/Proprietary materials are included in this Proposal. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. 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. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Contractor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Contractor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

____**JR**___ Yes _____ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

   a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES_____ NO__x__

   b. Violation of the terms of any public contract? YES_____ NO__x__

   c. Failure to pay any uncontested debt to a government agency? YES_____ NO__x__

   d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO__x__

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

   YES_____ NO__x__

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

   YES_____ NO__x__

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.



Jim Rounds, President
Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes _____No (INITIAL ONE)

JR

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal ("Gratuities").

Jim Rounds, President
_____
Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit an Proposal.

The pricing for this Proposal has not been disclosed to any other Contractor who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Jim Rounds, President
_____
Signature of Person Authorized to Sign Proposal

15. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	James Janecek, Project Manager
Date:	12/06/2019
Meeting Date:	12/17/2019

TITLE

Discussion: Coconino County Flood Control District Potential Project Funding Options.

STAFF RECOMMENDED ACTION:

The Stormwater Staff recommends that the City of Flagstaff Council draft a resolution that expresses support for a direct allocation approach of distributing collected Coconino County Flood Control District (CCFCD) tax revenue to municipalities for their flood control projects.

EXECUTIVE SUMMARY:

Coconino County (County) has requested feedback from elected officials of municipalities within the County regarding project funding options through the Coconino County Flood Control District (CCFCD). These requests were made at a meeting held on October 1, 2019. Two basic strategies are presented on how collected property taxes would be distributed to stakeholders in the County, including the County itself, for flood control projects: 1) Direct Allocation and 2) Competitive Grant. The direct allocation concept consists of the CCFCD distributing a percentage of the total CCFCD collected tax revenue to municipalities based on municipality's percentage of the total CCFCD property taxes contributed. The competitive grant process consists of the distribution of the CCFCD tax revenue to those applying to receive funding based on projects competing on their merits using a pre-defined and objective project ranking criteria. There has been some informal discussion among other municipalities on a hybrid of these 2 approaches, however, the Flagstaff Stormwater Section has not received any definitive proposal yet.

The competitive grant approach has the benefit of funding larger projects, but invites a more complex and potentially subjective process.

The direct allocation approach has the benefit of a simplified process, but annual funding might be less than what could be obtained through a fair competitive grant approach.

INFORMATION:

The information in this staff summary uses the best knowledge available by staff, but is not guaranteed to be error free.

During the last year, Coconino County has begun collecting property taxes assessed on properties located within the City of Flagstaff jurisdiction for the purposes of funding the Coconino County Flood Control District (CCFCD) as allowed by the Arizona Revised Statutes (ARS) Section 48-3602. Per ARS section 48-3603 and 48-3620, one of the primary functions of any flood control district in Arizona is to “implement flood control enhancement solutions” for the “common benefit” of the district.

State statues that govern flood control districts do not define common benefit, however the Arizona Revised Statutes (ARS) section 48-3604 does outline a process where a County flood control district may decide to divide itself into zones, presumably for the purpose of demonstrating common benefit of taxes collected in that zone versus flood control district expenditures in that same zone.

CCFCD held a stakeholder meeting on October 17, 2018 to discuss different approaches for the expenditure of CCFCD funds, primarily direct allocation versus open competitive grants. The term “direct allocation” is a term coined by Coconino County in those presentations, however Arizona Revised Statues uses the term “zones” for essentially the same process.

A meeting was held on November 2, 2018 in the City management offices to discuss the information that was presented by the County. Staff made a recommendation at this meeting that the City proceed forward with a direct allocation approach with a hypothetical CCFCD zone map that I had prepared the week prior (attached as Exhibit A). It was determined at this meeting that additional research was needed to explain how other County flood control districts were using direct allocation and competitive grant processes. Staff completed this research in December 18, 2018 and this information was emailed by the Stormwater Section manager to Brad Hill, the Water Services division director. The results of this research are included below:

<u>Example of Direct Allocation Process Used by Mohave County Flood Control District (or “Mohave County FCD”)</u>

Based on staff research and phone conversations, Mohave County uses a direct allocation approach where property taxes collected from properties within municipalities is essentially returned to the municipality through Intergovernmental Agreements (IGA’s) based on that municipality’s percentage of total property taxes collected for Mohave County, however, the Mohave County FCD will keep a percentage of the tax revenue for their overhead and management costs, as allowed by ARS. Unincorporated areas receive funding for drainage improvement projects in their area based simply on the Mohave County’s FCD’s internal Capital Improvement Projects (CIP) program. Unincorporated area projects are reviewed for inclusion into Mohave County’s FCD CIP program once they are identified by flooding complaints or maintenance crews. To staff's knowledge, there is not a separate “small project” funding set-aside category of their CIP program. If any of the municipalities needed more Mohave County FCD project funding that what was available from their annual allocation for a particularly large project in that jurisdiction, they would simply bank their allocation over several years until they were able to fund the project. As allowed by ARS, Mohave County’s Board of Supervisors also act as the Mohave County FCD Board. Direct allocation funding sent to municipalities is not a guarantee; Mohave County FCD will track and review projects for appropriateness and qualification for Mohave County FCD expenditures.

Example of Competitive Grant Process Used by the Maricopa County Flood Control District (or "Maricopa County FCD")

The Maricopa County FCD has an advisory board that presents its recommendations to the Maricopa County FCD board for CIP funding. The advisory board receives recommendations from the Maricopa County FCD staff who rate projects submitted for review. According to a comprehensive report published on the Maricopa County FCD website, the report appears to publish all of the projects submitted by agencies for review and consideration, as the total list of needed projects is about $1.5B for an annual CIP budget of approximately $50M. The report also presumably lists all Maricopa County FCD projects completed since the Maricopa County FCD's inception.

Per ARS, the advisory board consists of seven members: five members will be appointed residents with one from each district and qualified to vote, one ex-officio member will be the City engineer from the largest city, and the last ex-officio member will be a representative from the largest irrigation district. Of the five appointed members, three must be residents of cities in Maricopa County. ARS states that advisory boards are optional, but if a FCD wants to set one up, the rules are specific. As an interesting side-note, some counties in Arizona only have three districts and would not be able to fulfill this advisory board requirement if they in fact wanted an advisory board. Pima County actually has a 12-member committee that serves an advisory role. The Flagstaff city limits intersect four districts, and ARS does not specifically state that the three residents who must be City residents must come from different cities. Conceivably, a hypothetical seven-member Coconino County FCD advisory board might have four City of Flagstaff residents.

Budget and Project Ranking:

The Maricopa County FCD receives requests for funding and they process these requests based on a standardized process. The request is initially reviewed by Maricopa County FCD staff for completeness and administrative standards. City of Flagstaff staff has not confirmed what these administrative standards are in this particular context, but it is presumed that the project must meet Maricopa County project development standards and floodplain regulations, and must contain all information requested in their funding application. The Maricopa County FCD staff can deny the project from moving forward through the process. All projects are then ranked and sent to the advisory board for consideration, with the highest ranked projects recommended for approval. The projects are then ranked based on the following criteria with Stormwater Section Staff comments in parenthesis:

1. Funding Commitment/Agency Priority (20 points)

(Interpretation: Is the applicant ready to go and ready to fund their share?)

2. Flood Control/Drainage Master Plans (8 points)

(Interpretation: Did the applicant plan their project appropriately to consider regional impacts even though the project met all FCD standards?)

3. Flooding Threat (15 points)

(Interpretation: How serious is the flooding?)

4. Level of Protection (10 points)

(Interpretation: How much will the project improve the situation?)

5. Area Protected (25 points)

(Interpretation: Tell the Maricopa County FCD more about the flood reduction benefits of the project?)

6. Ancillary Benefits (12 points)

(Interpretation: Extra points are awarded for economic benefits, water quality improvements, wildlife enhancements, etc.)

7. Level of Partner Participation (12 points)

(Interpretation: Is the applicant ready to spend more than the required minimum percentage, or provide other means of cost share, such as in-kind services or dedications of land? Is there a third party funding addition?)

8. Operations and Maintenance (O&M) Costs to FCD (6 points)

(Interpretation: Will the applicant operate and maintain the project after its built?)

It appears that the Maricopa County FCD is trying to set up a means where benefits and costs are defined as points instead of a more formal benefit cost ratio (BCR).

The Maricopa County FCD Comprehensive Report from 2015 suggests that the largest projects selected for funding constituted about 20% of their total Capital Improvement Projects budget. All projects funded by the Maricopa County FCD will require an Intergovernmental Agreement (IGA). The Maricopa County FCD CIP budget has a portion of it allocated for small projects to reduce “red tape” and get small projects built relatively quickly. This “small project fund” is called the Small Project Assistance Program (SPAP) and typically constitutes about 6% of the total Maricopa County FCD CIP budget on average. Project costs are construction only, and typically cannot exceed approximately 10% of the SPAP budget. The Maricopa County FCD pays up to 75% of construction costs only; No operations and maintenance (O&M), property acquisition, permitting or project design/planning costs are paid by the Maricopa County FCD. Funding is meant for a single project (not phased), and typically more focused on the prevention of flooding of structures rather than including considerations of ancillary benefits.

Requests for SPAP funding will be reviewed by the Maricopa County FCD staff using a simplified project scoring matrix but the SPAP project may be referred to the more comprehensive general CIP project ranking process.

The SPAP project ranking criteria is as follows:

1. Smallest storm event flooding the structure(s)?

(Interpretation: This is a measure of how severe the flooding is.)

2. Number of structures being flooded?

(Interpretation: How widespread is the flooding?)

3. Number of times the structure(s) have been flooded?

(Interpretation: This determines whether the structure(s) actually flooded or flooding is theoretical?)

4. Does project incorporate water conservation, alternative stormwater management or 3rd party funding?

(Interpretation: Extra credit for ancillary benefits.)

5. Smallest storm flooding roadway or access?

(Interpretation: Flooding of transportation infrastructure is also a problem of flooding.)

6. Design plans complete?

(Interpretation: Is the applicant ready?)

7. Does project have all right-of-way and/or easements in place?

(Interpretation: is the applicant ready?)

8. Is the project one of the applicant's top priorities?

(Interpretation: Self explanatory.)

The following project ranking criteria were proposed by Coconino County at their October 17, 2018 stakeholder meeting:

1. Level of mitigation.
2. Structures mitigated (number and to what degree).
3. Mitigation to critical infrastructure.
4. Is project in a FEMA recognized floodplain?
5. Historic flooding issues.
6. Alignment with applicant's Drainage or Floodplain Master Plans.
7. Simple Benefit Cost Analysis.
8. Applicant's financial contribution.

City of Flagstaff Stormwater CIP Current Project Ranking Criteria
The City of Flagstaff's current Stormwater Section CIP Project Ranking Criteria is the following (each with a maximum 10 points)

1. Urgency – Is there a bridge about to crumble?
2. Severity of Hazard – Is the structure subjected to 1 foot of water or 8 feet of water?
3. Feasibility – Does project have community support and property rights in place?
4. Cost – What are the benefits relative to cost?
5. O&M – What positive or negative impact does project have on the City's O&M costs?
6. Regulatory Compliance – Does project correct a regulatory deficiency such as non-code-compliant structures?
7. Environmental and Sustainability – does project promote/benefit the City's environmental and sustainability goals?
8. Other Community Benefits – does project promote/benefit other City goals?

The Staff research report concludes with a recommendation that the City pursue a direct allocation approach.

On November 16, 2018 a letter from the Flagstaff City Attorney to the Coconino County Attorney and the CCFCD states "…plans presented by the County officials raise several concerns. The County's plans demonstrate the County has already made conclusions about projects and priorities for the expenditures of tax payer dollars."

The CCFCD held a stakeholder meeting with staff from municipalities in March 2019. On April 9, 2019, the City of Flagstaff sent a letter to the CCFCD on behalf of the municipalities stating,

“Based on the information provided by the County over the past several months, it is clear that the CCFCD has not changed their priorities for projects and thus plans to move forward with them as previously defined, and without the benefit of a master plan which would identify drainage and flood control needs within the District as a whole. As the City of Flagstaff has expressed numerous times in various formats, this is not acceptable as it provides no opportunity for the cities/towns taxed by the County to fairly compete for projects funded by tax dollars taken from their own residents. The Flood Control District has picked specific projects without an equitable process.”
Information received from the CCFCD indicates that the City of Flagstaff residents contribute approximately 50% of the current $2.5M to $3M tax revenue, and the total CCFCD budget is anticipated to increase in the future from increased property taxes.

In April of 2019, the CCFCD staff presented to the CCFCD Board of Directors several options for the expenditure of CCFCD revenues, and none of the options presented follow either a direct allocation or competitive grant process. The City of Flagstaff received an email from the CCFCD staff with a copy of the presentation that is assumed to be the same as what was presented to the CCFCD Board of Directors. Option 1 highlights the highest CCFCD priorities as it represents the leanest proposed CCFCD budget. Option 1 lists the following categories:

Salary/ERE’s – $380,500
Operations – $575,000 (Itemized forest restoration and plan implementation of $185,000 for Mormon Mountain, Sedona/Oak Creek and Munds presumed to be included in $575,000)
Capital: Forest Restoration for Bill Williams Mountain - $650,000
Capital: Air Curtain – $130,000 (this is smoke reduction equipment for waste biomass burning)
Mountain Dell – $1,980,000
Total = $3,715,500 (this is added here but not listed in the presentation)

The April-CCFCD presentation does show details for a hypothetical direct allocation program, and includes a line item for direct allocation within proposed larger CCFCD budgets created through tax increases, however the amount of direct allocation ranges from 6% to 10% of the total CCFCD proposed budgets.

Concerns from staff that have not yet been addressed:

1. How has the CCFCD determined that the proposed costs for Salary/ERE’s and Operations complies with state law? For example, does the preparation of forest restoration studies count as “operations”, or should they be defined as “projects”?

2. How were projects listed by the CCFCD as highest priority objectively ranked through a transparent process to show common benefit to the district? There are no City of Flagstaff projects listed in Option 1 of the April 2019 CCFCD presentation. The City of Flagstaff Rio de Flag project, that represents a flood control project affecting most of downtown and NAU, is not listed. Bill Williams Mountain forest restoration is listed, but nothing from the Flagstaff Watershed Protection Project within the City of Flagstaff.

3. How will emergency response expenditures be defined? For example, IF emergency response is defined as ALL costs associated with flood emergency response/flood damage correction/flood threat mitigation/infrastructure improvements needed for all downstream areas from the burned watershed conditions from the Schultz Fire, would that that same definition be applied to the Museum Fire response?

4. ARS Section 48-3616 D. states, “After a flood control district has been established in a county with a population of fewer than three hundred thousand persons, the chief engineer may conduct a survey of flood control problems, prepare a comprehensive program for flood control and a five-year capital improvement program pursuant to this section. He shall at least make an assessment of flood control problems in the area of jurisdiction and make an annual report of his findings and recommendations for dealing with them to the board.” Where is this assessment that includes the City of Flagstaff? If the City of Flagstaff is not represented in this assessment, how can City of Flagstaff residents be taxed?

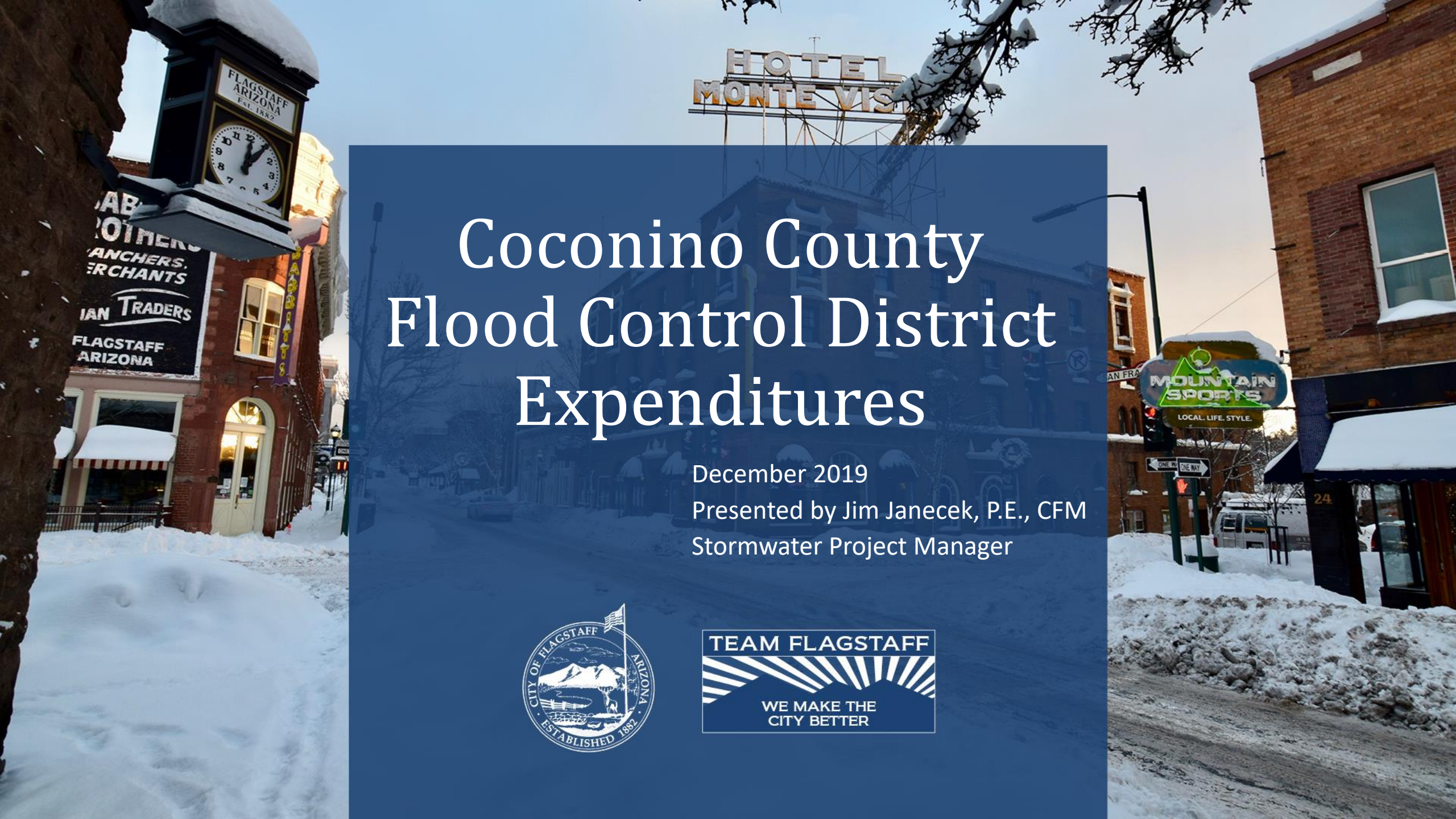
Conclusion

The Stormwater Section staff interpret the actions by the CCFCD thus far as a negative bias against the City of Flagstaff, and therefore direct allocation is recommended. However, direct allocation *as thus far proposed by the CCFCD,* is unacceptable as the allocation is being defined as a small percentage of the CCFCD budget, and the direct allocation is being defined exclusive of budget allocations for CCFCD projects.

The Stormwater section staff recommends that the City of Flagstaff draft a resolution that expresses support for a direct allocation approach of distributing collected CCFCD tax revenue to the City of Flagstaff and other interested municipalities for their flood control projects however, the such a resolution should include conditions that the allocation is defined after reasonable subtractions needed from the CCFCD for their administrative and operations costs as allowed by state law. The resolution could also include conditions for the competitive grant approach as an alternate approach.

The Stormwater Section is examining other alternatives for CCFCD accountability including transfer of floodplain management responsibilities from the City to the CCFCD to ensure that the City of Flagstaff is unquestionably part of their area of jurisdiction, and as such, search for construction funding for the Rio de Flag project and forest restoration in the City of Flagstaff for the Flagstaff Watershed Protection project. ARS does allow the CCFCD to refuse to fund municipal projects that have already been initiated, however ARS does not define the term "initiated" in the statutes that govern flood control districts as applied to the aforementioned City projects. For example, many projects in other flood control districts in Arizona are defined as construction, and therefore the project was indeed not initiated if only design has been completed.

Attachments: Presentation
Hypothetical CCFCD Zones
Letter from jurisdictions to the CCFCD 4-9-19
CCFCD presentation to the Board of Directors 4-16-19



Coconino County Flood Control District Expenditures

December 2019

Presented by Jim Janecek, P.E., CFM
Stormwater Project Manager

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Requested Council Action

The Issue: Coconino County Flood Control District (CCFCD) has requested feedback from elected municipal officials regarding project funding options.

Staff Requests Council Action:

- Guidance in choosing expenditure option for Flagstaff projects.
- Set policy by drafting a resolution that supports direct allocation for Flagstaff flood control projects.

Options: Direct Allocation or Competitive Grant?

Research Findings – Stormwater staff researched the flood control CIP programs for Maricopa and Mohave Counties.

- Mohave County uses direct allocation, returning the collected funds back to cities based on the percentage of total taxes collected, less overhead and operations costs.
- Maricopa County selects projects based on a competitive process using a benefits/cost criteria. Projects are ranked and selected by a representative seven member advisory board that reports to the County FCD Board of Directors.

Key Dates – History

- 5-15-18 CC Board of Supervisors approved Resolution 2018-16, taxing all private and commercial properties.

- 10-17-18: County hosted stakeholder meeting to discuss different approaches for expenditures of tax funds.

- 11-16-18: Letter from Flagstaff City Attorney to Coconino County Attorney communicated that plans presented by the CCFCD demonstrated CCFCD had already reached conclusions on how to spend tax dollars collected by the CCFCD.

Key Dates – History

- 2-2-19: Brad Hill sent email to County Representative Lucinda Andreani, outlining Flagstaff's concerns.
- 4-9-19: Joint letter from multiple municipalities in the CCFCD requesting an open and objective process to develop a county-wide master plan, and a specific criteria for selecting projects.
- 4-16-19: Flood Control District Update and Pre-Budget Financial Discussion to County Supervisors, with selected projects. None followed direct allocation or competitive grant process.
- 10-1-19: CCFCD requested that elected municipal officials respond regarding funding options, through the CCFCD.

Concerns

- Do the proposed administrative and operations costs (outlined in April 2019 presentation) comply with state law? Do they follow state established protocols?
- Does CCFCD use a transparent and objective ranking process to show common benefit to the district? No COF projects were listed in the April 2019 presentation. Bill Williams Mountain Forest Restoration project was listed, but no Flagstaff Watershed Protection Project within the City of Flagstaff was included.
- How will emergency response expenditures be defined? Is criteria used for the Shultz Fire the same as for the Museum Fire?
- State statute requires the flood control district in populations of fewer than 300,000 to make an assessment of flood control problems in their jurisdiction. Was this assessment prepared, and did it include the City of Flagstaff?

Conclusions

- Staff recommends that the City of Flagstaff draft a resolution that supports direct allocation for flood control projects, with the proviso that the allocation process must be fair and equitable. The resolution must follow state laws regarding adjusting allocations for administrative and operations costs, and should create an emergency reserve.
- The resolution may also include conditions for competitive grants approach as an alternative to direct allocation.
- The Stormwater Section is studying alternatives such as transferring floodplain management duties to CCFCD, which should ensure that projects like the Rio De Flag and Flagstaff Watershed Protection Project are considered. State law allows CCFCD to refuse projects that are already initiated by a city. The term “initiated” is not defined under the State statutes that govern flood control districts.

Coconino County Flood Control District Zones (draft)

Zones were created by following watershed boundaries and geographic regions. Zones can be defined easily by listing the survey townships to be included in each zone. Where townships fall on boundaries, individual sections of the township can be listed. In rare cases, individual parcels can be listed. Incorporated communities would be their own zone.
The attached map and map inset show the zones.

Grand Canyon Zone
Primary constituents: Large private ranches, Fredonia outskirts, and the unincorporated communities of Valle, Red Lake, and Greenhaven, and any County islands within the city limits of Page, Fredonia, and Tusayan.

Little Colorado River (LCR) Zone
Primary Constituents: Large private ranches, Winslow outskirts, Alpine Ranches area east of Flagstaff, and the unincorporated community of Leupp Corner.

Mogollon Rim Zone
Primary Constituents: Unincorporated communities of Mormon Lake, Blue Ridge and Forest lakes, and private parcels near Lake Upper and Lower Lake Mary.

Oak Creek Zone
Primary Constituents: Outskirts of Sedona, and the unincorporated communities of Pine Del, Forest Highlands, Kachina, Mountainaire, Munds Park, and Foxboro and any County islands within the city limits of Sedona.

San Francisco Zone
Primary Constituents: Outskirts of Flagstaff, County islands within the city limits of Flagstaff including the Mountain Dell area, and the unincorporated communities of Fort Valley, Flagstaff Ranch Golf Club, Timberline, Fernwood, Doney Park, and Winona.

Verde River Headwaters Zone
Primary Constituents: Large private ranches, Kaibab Estates area, and the unincorporated communities of Parks and Bellemont.

City of Flagstaff Zone

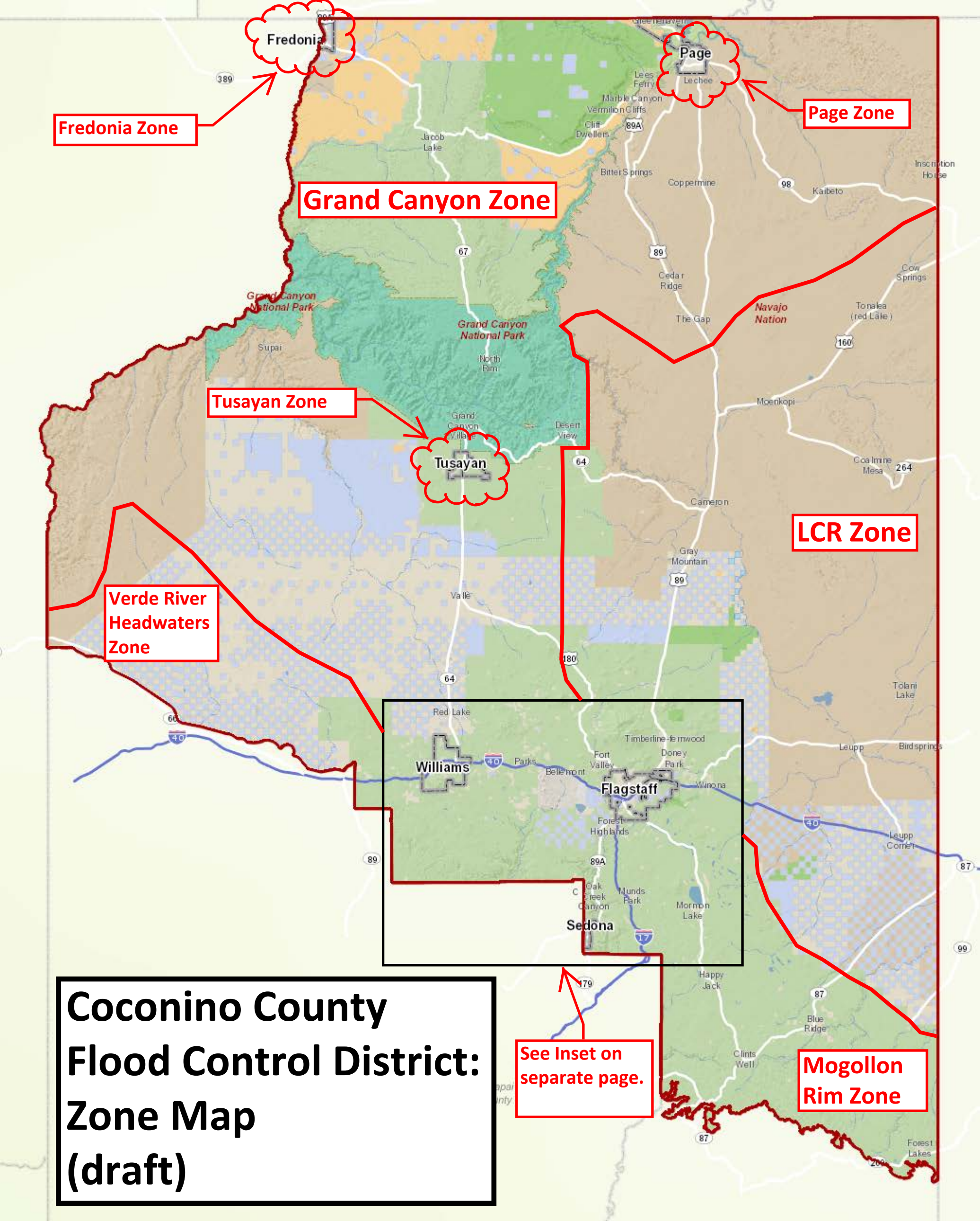
City of Page Zone

City of Sedona Zone

City of Williams Zone

Town of Fredonia Zone

Town of Tusayan Zone


Fredonia
Page
Fredonia Zone
Page Zone
Grand Canyon Zone
Tusayan Zone
Tusayan
LCR Zone
Verde River Headwaters Zone
Grand Canyon National Park
Navajo Nation
Williams
Flagstaff
Sedona
See Inset on separate page.
Mogollon Rim Zone
Coconino County Flood Control District: Zone Map (draft)

Coconino County Flood Control District: Zone Map Inset (draft)

Grand Canyon Zone

Williams Zone

LCR Zone

San Francisco Zone

Flagstaff Zone

Verde River Headwaters Zone

Mogollon Rim Zone

Sedona Zone

Oak Creek Zone

Red Lake

Williams

Parks

Bellemont

Camp Navajo

Rogers Lake

Fort Valley

Timberline-Fernwood

Doney Park

Flagstaff

Winona

Sunset Crater National Monument

Sedona

Oak Creek Canyon

Munds Park

Mormon Lake

Coconino National Forest

Prescott National Forest

Sycamore Creek

Devil Dog Canyon

Hell Canyon

Volunteer Wash

Tule Tank Wash

Cedar Creek

West Fork Oak Creek

Oak Creek

Jacks Canyon

Rattlesnake Canyon

Schoolhouse Dr

Woody Wash

Rio de Flag

San Francisco Wash

89

89A

66

City of Flagstaff

April 9, 2019

Coconino County Board of Supervisors
c/o Supervisor Art Babbott, Chair
219 E. Cherry Avenue
Flagstaff, AZ 86001

RE: Coconino County Flood Control District (FCD)

Dear County Board of Supervisors,

Based on the information provided by the County over the past several months, it is clear that the Flood Control District (FCD) has not changed their priorities for projects and plans to move forward with them as previously defined, and without the benefit of a master plan which would identify drainage and flood control needs within the District as a whole. As the City of Flagstaff has expressed numerous times in various formats, this is not acceptable as it provides no opportunity for the cities/towns taxed by the County to participate in and fairly compete for projects funded by tax dollars taken from their own residents. The Flood Control District has picked specific projects without an objective and equitable process.

The County previously presented its 10-year financial plan which did not contain any money for projects other than County-stated priorities. The County is funding damage to its system from the 2018 monsoon season with money assessed this year. In other words, the County plans to spend money collected from Flagstaff and other municipal jurisdictions on projects that provide no demonstrated common benefit. A fair and equitable process does not yet exist and the County has made no mention when such a process will exist which would allow those cities/towns whose residents are taxed by the County for flood control improvements to understand the basis for District priorities and to apply for funding of specific municipal projects that also benefit the District. Such a fair and equitable process is of paramount importance to be in compliance with the "common benefit" portion of the state law governing flood control districts.

In addition, the County plans on creating an emergency reserve fund from monies collected from the Flood Control District. This again is not acceptable because it lacks the detail to show the common benefit necessary in a process of applying for emergency reserve funds and how cities/towns whose residents are taxed by the County, should go through such a process.

The County has not discussed, nor does it appear to have a competitive grant program funded in their 10-year plan. Although a competitive grant process was referenced in previous presentations by the County on this issue, no such program, or details of such a program, have been provided. Proceeding without such details for a program does not provide a clear or transparent process by which tax-payer dollars are spent in compliance with the "common benefit" portion of state law. The process for determining and prioritizing Flood Control projects should have happened concurrently with the assessment to all towns and cities within the County boundary. A competitive process should be seen as complementary to and a critical component of the overall District plan.

At the last meeting held in March 2019, the County discussed a Direct Allocation process where potential projects to be funded by the FCD will need to be tied to a master plan. However, there were no discussions concerning to what level or if, these Direct Allocations will be funded on an annual basis.

Given these ongoing concerns many of the Cities & Towns of Coconino County met on April 9, 2019 to discuss these concerns and to decide the most appropriate next step. It was determined that a joint letter that stated these concerns with a unified voice would be in order, and those who weren't able to make the meeting have since pledged their support.

Therefore, the Cities and Towns of Coconino County, as represented by the signatures affixed below, requests that before the County moves forward with any project utilizing tax revenues assessed by the Flood Control District that it adopts an open and objective process that develops a county-wide Master Flood Control Plan that incorporates all of the flood control needs from each of the jurisdictions represented below. The Cities & Towns of Coconino County also request that the County develop and adopt specific criteria and a process for determining how projects from the Master Flood Control Plan will be selected to serve the common benefit as stated in ARS §48-3620.

Respectfully,

Mayor Coral J. Evans - Flagstaff

Mayor Craig Sanderson – Tusayan

Mayor John Moore – Williams

Mayor Levi Tappan – Page

Mayor Kimley Purvis – Fredonia

CC: James Jayne, County Manager; Bill Ring, County Attorney

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Flood Control District Update & Pre-Budget Financial Discussion

April 16, 2019

Presentation Overview

- Recap District Priorities
  - Forest Restoration
  - North Schultz Repairs
  - Mtn Dell Drainage Project
- Potential Direct Allocation Program
- FY2020 Potential Budget Options
- Discussion & Direction



COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Overview of District Priorities

- Forest Restoration
- North Schultz Flood Event Repairs
- Completion of the Mountain Dell Drainage Project
- County National Flood Insurance Program (unincorporated area)
- Continuing Flood Monitoring & Maintenance

Forest Restoration

Jan 8, 2019 Board Work Session

- Forest restoration remains as top priority for Board of Directors
- Catastrophic wildfire and post-wildfire flooding remains the greatest public safety threat



COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Forest Restoration

Identified Priorities for FY2020

- Bill Williams Mountain
- FWPP
  - LiDAR Mormon Mountain
  - Post-Wildfire Flooding Analysis
- Post Wildfire Analysis for Oak Creek/Sedona/Munds Park
- Air Curtain Burner (one)



COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Forest Restoration

Air Curtain Burner Plan

Public Works ACB costs approximately $3,000 per move to hire a crane and truck

Letters of Support/Commitment to use ACB:

- Camp Navajo
- NAU – ERI
- AZ Department of Forestry & Fire Mgt.
- Markit! Forestry
- Campbell Global
- GFFP



COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

North Schultz Flood

- On July 18, 2018 Coconino County experienced a 1,000-year rain event in the Schultz Flood Area
- Response Costs = $435,000
- Applying to ADEMA & NRCS for reimbursement
- Potential to secure 75% reimbursement, which totals approximately $330,000

North Schultz Flood

- On & Off-Forest flood mitigation measures performed very well
- Repair costs estimated at $1.2 million for on and off-forest repairs
- Working with NRCS & ADEMA for reimbursement – issue with on-forest costs
- Conservative estimate – $440,000
- Repair Work Will be Completed by July 1, 2019

Mountain Dell Drainage Project

- 90% Engineered Plans Submitted – Current cost estimate is $1.98 million
- Drainage Easements Acquisition in Process
- City of Flagstaff, Army Corps of Engineers, ADEQ, CLOMR Permitting in Process
- Construction Spring 2020
  - Contingent upon Permitting

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Draft Potential Direct Allocation Program

Potential Direct Allocation Program

- An up-to-date Drainage/Floodplain Master Plan is strongly encouraged – Use current technology & practices for updating master plans
- A Proposed Project on the City/Town's Master Plan is automatically approved for funding (funding distribution contingent upon approval of engineering plans)
- City/Town sets project priorities through its Master Planning Process; Emergency Projects can be proposed



COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

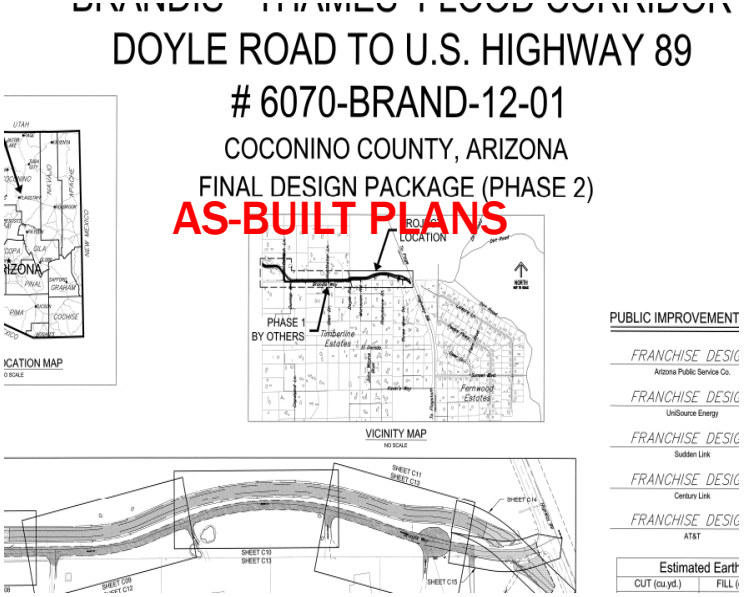
Potential
Direct Allocation Program

- Annual request for funds for specific projects - December
- Flood Control District (FCD) Staff confirms project(s) is a priority within the city/town's master plan & financially feasible
- FCD Staff makes recommendation to the FCD Board of Directors during annual budget process (spring/summer)
- Prepare and approve Intergovernmental Agreement
- Plans sealed by P.E. & project engineering must include some level of No Adverse Impact Analysis
- Operation and Maintenance costs and activities are the responsibility of the funded jurisdiction

Potential
Direct Allocation Program

Flood Control District will also require:

- The ability to participate in construction meetings and observe construction
- Funds cannot to be used to reimburse previously expended project costs
- As-built plans sealed by a licensed Professional Engineer



COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Potential
Direct Allocation Program

Funding Allocation:

- Amount of funding dedicated to the Direct Allocation Program determined annually by the FCD Board
- Direct Allocation is rotated annually between jurisdictions so amount is more meaningful (ex. CDBG)

Potential Direct Allocation Program

Handouts:

- Current Percent Contribution to Tax Revenues
- Allocation by Tax Revenues
- Proposed Alternative Model

- **Important - Cities & Towns have the authority to collect stormwater fees; FCD funds not expected to fund the entire project(s)**

COCONINO COUNTY ARIZONA

Stakeholder Meeting

- Met on March 13 with Representatives from:
  - Flagstaff
  - Fredonia
  - Sedona
  - Williams

Stakeholder Input

- Program is going in right direction -
  - Value limited bureaucratic process vs. Competitive Grant Program
- There will be less funding in the future for Sedona & Williams
- There will be minimal amounts disbursed to smaller jurisdictions if based upon tax revenues – set minimum amounts
- Allow jurisdictions to accrue/bank annual funding
- Allow jurisdictional regulations to preside; however understand that FEMA & ACE requirements still must be met

COCONINO COUNTY ARIZONA

FLOOD CONTROL DISTRICT



Pre-Budget Financial Discussion

Fiscal Year 2020 Draft Budget

- **All figures are estimated projections**
- FY2020 Beginning Fund Balance – $184,236
  - N. Schultz Costs
- FY2020 Revenues - $3,679,332 (with NSF $)
- FY2020 Expenses –$3,673,382 (assumes transfer some remaining CD FTEs to General Fund & Mtn Dell Project cost estimate is confirmed)
- FY2020 Ending Fund Balance - $109,186

Fiscal Year 2020 Draft Budget

- Presenting five options for FY2020 Budget
- Various levels of investment result in a range of impact on tax rate & taxes paid
- Investment in forest restoration is increased under each option
- Board can “mix and match” to arrive at budget that reflects their desired investments

Option 1 – Flat Budget/Rate

- Maintain Rate/Budget at Current Level - $.1808
  - Total Revenues = $2,882,000/year
  - Tax on $300K Residential Property = $54.24/year
    - $4.52/Month
  - Current rate does not allow for additional investments

Option 1 – Flat Budget/Rate

- Salary/ERE's $ 380,500
- Operations $ 575,000
  - FR Studies(Mormon Mountain
  - Sedona/Oak Creek, Munds) $ 150,000
  - FR Plan Implementation $ 35,000
- Capital
  - Forest Restoration
    - Bill Williams Mountain $ 650,000
    - Air Curtain $ 130,000
- Mountain Dell $1,980,000
- NO Emergency Reserve

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

COCONINO COUNTY ARIZONA

Option 2 – Additional Forest Restoration Investment & Direct Allocation Program

Option 2 - Forest Restoration & Direct Allocation Program

- Forest Restoration = $1,250,000
  - Could fund BWM & Some Investment in FWPP
- Direct Allocation = $500,000
- Rest of Budget Remains the Same
- Results in a Rate of $.25234
  - Total Revenues = $4,061,949/year
  - Tax on $300K Residential Property = $75.70/year
  - $6.31/month

Option 2 – Forest Restoration & Direct Allocation Program

- Salary/ERE's $ 340,500
- Operations $ 575,000
  - FR Studies(Mormon Mountain
  - Sedona/Oak Creek, Munds) $ 150,000
  - FR Plan Implementation $ 35,000
- Capital
  - Forest Restoration
    - FR Projects $ 1,250,000
    - Air Curtain $ 130,000
- Mountain Dell $1,980,000
- Emergency Reserve $243,000
- Direct Allocation Program $500,000

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

COCONINO COUNTY ARIZONA

Option 3 – Invest in Forest Restoration to Address Broader Threats

Option 3 – Increased Forest Restoration

- Forest Restoration = $2,000,000
  - Fund multiple projects, if sustained over a longer term
- Direct Allocation = $500,000
- Rest of Budget Remains the Same
- Results in a Rate of $.30455
  - Total Revenues = $4,854,000/year
  - Tax on $300K Residential Property = $91.37/year
  - $7.61/month
- FY2018 – Rate = $.40; $300K residence = $120 (Paid by Unincorp., County, Sedona, Williams, Tusayan)

Option 3 – Increased Forest Restoration

Salary/ERE's	$ 340,500
Operations	$ 575,000
FR Studies(Mormon Mountain	
Sedona/Oak Creek, Munds)	$ 150,000
FR Plan Implementation	$ 35,000
Capital	
Forest Restoration	
FR Projects	$ 2,000,000
Air Curtain	$ 130,000
Mountain Dell	$1,980,000
Emergency Reserve	$283,000
Direct Allocation Program	$500,000

COCONINO COUNTY ARIZONA

Option 4 – Accelerates Forest Restoration with Investment Up to Historic Rate of $.40

Option 4 – Accelerates Forest Restoration

- Forest Restoration = $3,275,000
  - Significantly accelerates forest restoration
- Direct Allocation = $500,000
- Rest of Budget Remains the Same
- Results in a Rate of $.4000
  - Total Revenues = $6,375,000/year
  - Tax on $300K Residential Property = $120/year
  - $10/month
- Equals rate from FY2010 - FY2018

Option 4 – Accelerates Forest Restoration

Salary/ERE's	$ 340,500
Operations	$ 575,000
FR Studies(Mormon Mountain	
Sedona/Oak Creek, Munds)	$ 150,000
FR Plan Implementation	$ 35,000
Capital	
Forest Restoration	
FR Projects	$ 3,275,000
Air Curtain	$ 130,000
Mountain Dell	$1,980,000
Emergency Reserve	$359,000
Direct Allocation Program	$500,000

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

COCONINO COUNTY ARIZONA

Option 5 – Invest in Forest Restoration Up To Cap - $.50

Option 5 – Maximizes Forest Restoration

- Forest Restoration = $4,790,000
  - Fund multiple projects over longer term
- Direct Allocation = $500,000
- Rest of Budget Remains the Same
- Results in a Rate of $.5000
  - Total Revenues = $7,969,275/year
  - Tax on $300K Residential Property = $150/year
  - $12.50/month

Option 5 – Maximizes Forest Restoration

Salary/ERE's	$ 340,500
Operations	$ 575,000
FR Studies(Mormon Mountain	
Sedona/Oak Creek, Munds)	$ 150,000
FR Plan Implementation	$ 35,000
Capital	
Forest Restoration	
FR Projects	$ 4,790,000
Air Curtain	$ 130,000
Mountain Dell	$1,980,000
Emergency Reserve	$438,000
Direct Allocation Program	$500,000

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Conclusions

- Some financial risk exists in FY2020 because of reimbursement for North Schultz repair and response costs
- Flat funding translates to very limited funds for forest restoration and eliminates opportunity for potential direct allocation program
- Options 2-5 include establishing a limited emergency reserve fund
- County can strongly influence acceleration of forest restoration and address public safety threats

Decisions Points for FY2020 FCD Budget Hearing

- What do you want to invest in?
  - Forest Restoration, Direct Allocation Program, FCD Projects in Unincorporated Areas (future), Emergency Reserve?
- At what level do you want to invest in your priorities for FY2020 (which translates to a rate)?
- Are you interested in Staff preparing a 10-Year Plan(s) that reflects this level of investment to see ability to sustain?

COCONINO COUNTY ARIZONA
FLOOD CONTROL DISTRICT

Questions
Comments
Direction

15. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE

Discussion: Priority Based Budgeting Program Inventory and Costing Update.

STAFF RECOMMENDED ACTION:

This is an update discussion; no action is requested or required.

EXECUTIVE SUMMARY:

In May of 2019, the City of Flagstaff embarked on a journey to implement Priority Based Budgeting for the FY 2020-2021 budget cycle. Priority Based Budgeting (or PBB) is a leading best practice in municipal government and allows cities to re-envision how they utilize their budgets. Specifically, PBB enables cities to create a balanced, stable and sustainable budget, to prioritize spending and reallocate resources from within, to launch new programs and to envision an improved future by leveraging public/ private partnerships and breaking through “budget silos”.

Staff have been actively working to implement PBB throughout the summer and fall of 2019. A PBB program inventory (a listing of all the services provided by the City of Flagstaff) was completed in October and program costing (a compilation of the personnel costs, non-personnel costs, and revenues attributed to each program) was completed in November. These two elements represent crucial pieces of data that will be used in the implementation of PBB.

This presentation will be followed by a second update to Council in January on PBB program scoring and peer review and an introduction to the completed PBB online data tool at the February budget retreat.

INFORMATION:

Connection to Council Goals

- Council Goal 2017-2019: Community Outreach: Enhance public transparency and accessibility
- Strategic Plan for Team Flagstaff Strategic Priority 3.1: Enhance the organization’s fiscal stability and resourcefulness

Has There Been a Previous Council Decision on This Topic?

- At the January 16, 2019, Council Budget Retreat, staff presented the topic of High Performing Government. This included consideration for changing budget processes to a priority-based system.
- At the April 2019 Council Budget Retreat, staff presented a budget which included funding for Priority Based Budgeting.
- At the May 2019 Council Meeting, Council approved the Sole Source License and Host Agreement with Resource Exploration, LLC for Priority Based Budgeting.
- At the September 2019 Council Retreat, Council provided input on a PBB Results and Definitions Map.
- At the October 2019 Council Meeting, Council provided further input on the PBB Results and Definitions Map and agreed upon a final version.

Attachments: Presentation



Priority Based Budgeting Update

Program Inventory & Costing

Sarah Langley

Management Analyst

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Program Inventory

- Step 1: Program Inventory

A **Program** is a group of people working together to deliver a discrete service to identifiable users

- Programs should be:
  - Easy to understand
  - Action-oriented
  - Consistent in scope
  - May span multiple divisions



Program Inventory

- Completed in October
- 433 City of Flagstaff Programs in total
- Complete list will be sent to Council

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Program	Description
911 Communications Regional Call Taking and Dispatch	Call taking, and dispatch all emergency and non-emergency calls for service. Strategic planning, supervision and policy development
Abrasive Traction Control Application	Apply cinder abrasive for traction assistance with Plow truck/Spreaders
Accounts Payable Processing and Maintenance	Pay outstanding invoices, issue 1099s and unclaimed property processing
Adopt an Avenue and Adopt a FUTS program	Adopt an Avenue and Adopt a FUTS program
Adult Programs	Provide a variety of life long learning programs to adults
Affordable Housing Unit Creation	Manage incentive policy and related zoning code. Manage requests for proposal, the Low-Income Housing Tax Credit Program, and the Rental Assistance Demonstration Program.
Aircraft Hangars	Maintenance and repair of structural mechanical and electrical aspects of hangars

Program Inventory

- City of Flagstaff examples

- Field inspections, plan reviews & high hazard facility management

Fire Code Enforcement



- Manage the copy center & mail system

Mail/ Copy Center Operations



- Construction of landfill infrastructure & annual projects of landfill life

Landfill Engineering



- Introduces & teaches children about a variety of sports

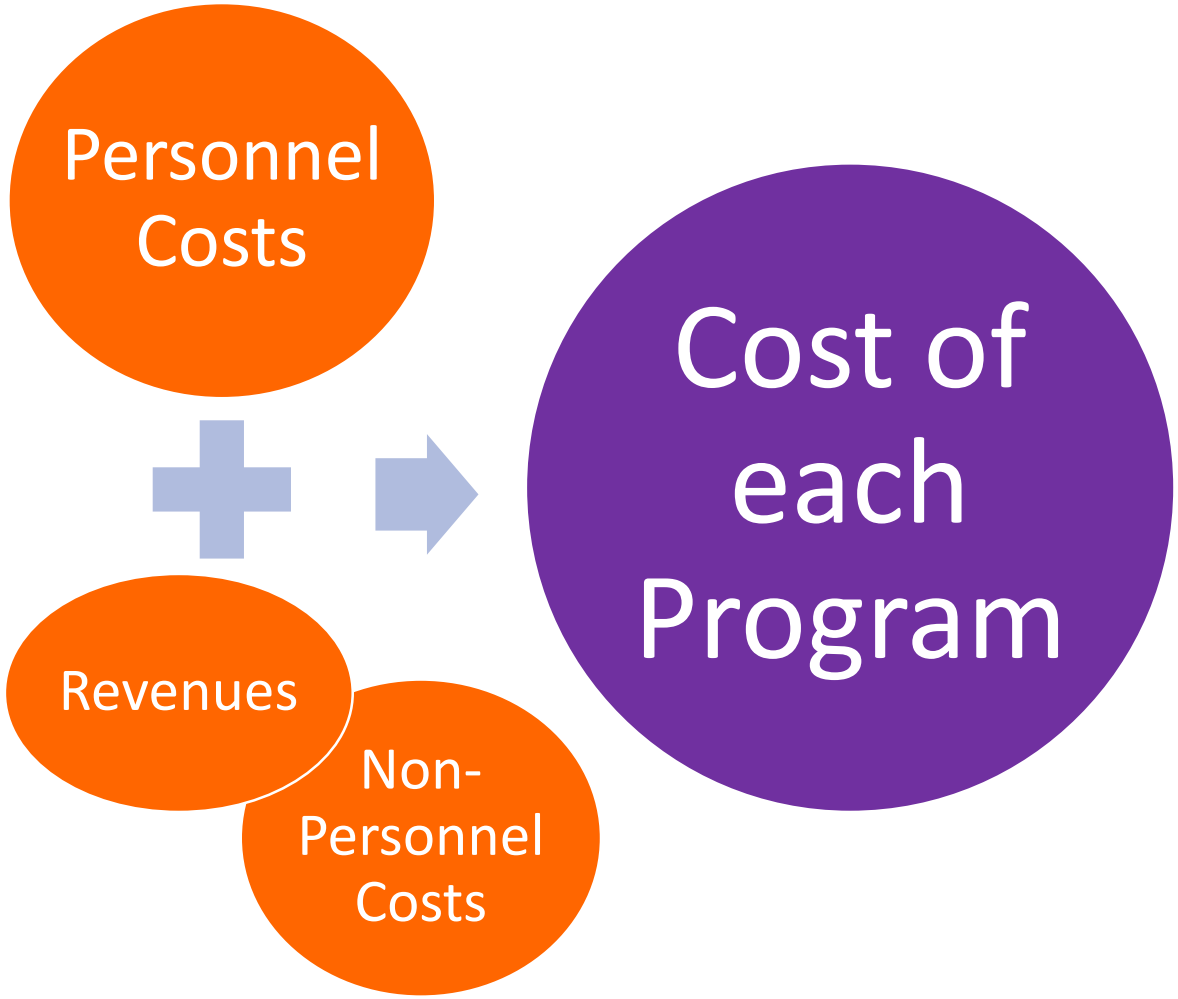
Youth Sports Programs



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Program Costing



Benefits of Program Costing

1

TRANSPARENCY

Creates a better understanding of the true costs of a service

2

UNDERSTANDING

Provides more meaningful comparisons for citizens and decision makers

3

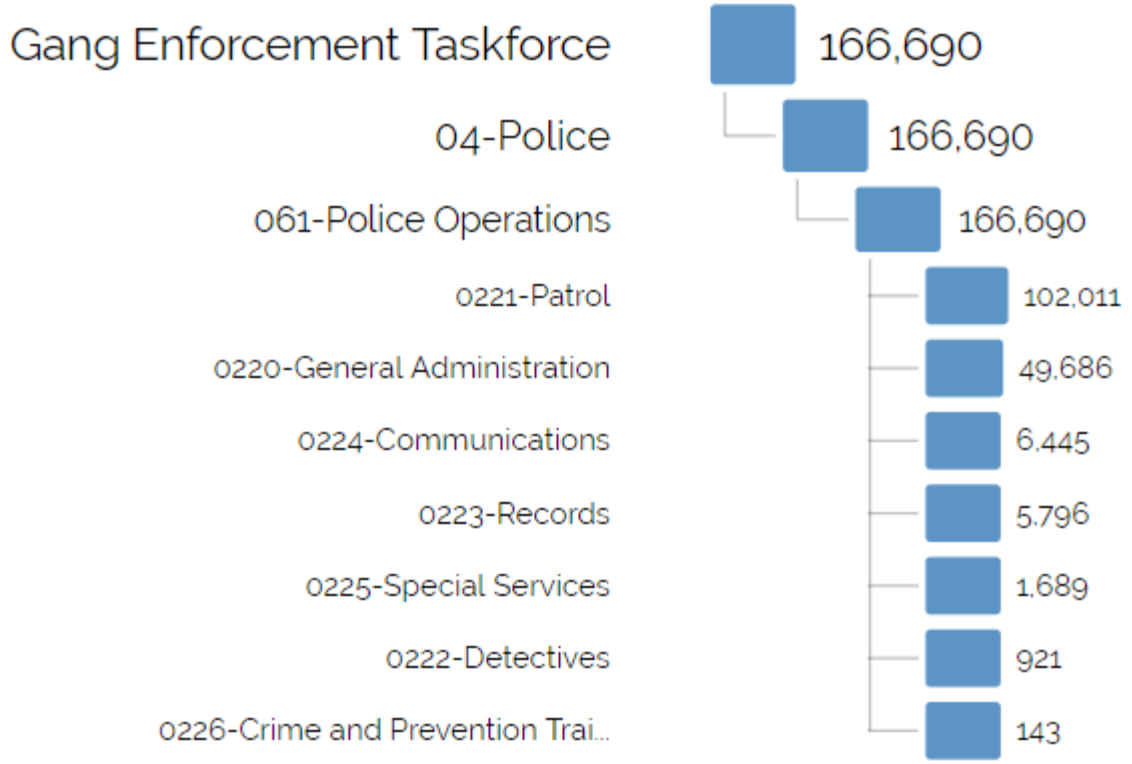
PLANNING

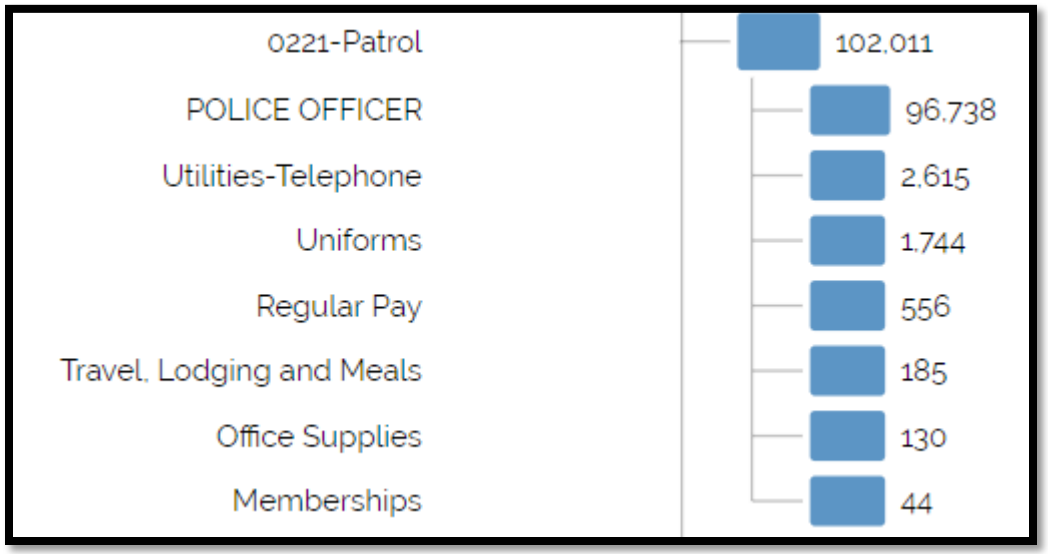
Shows how the workforce is associated with programs

Inventory → Cost → Score → Present → Analyze

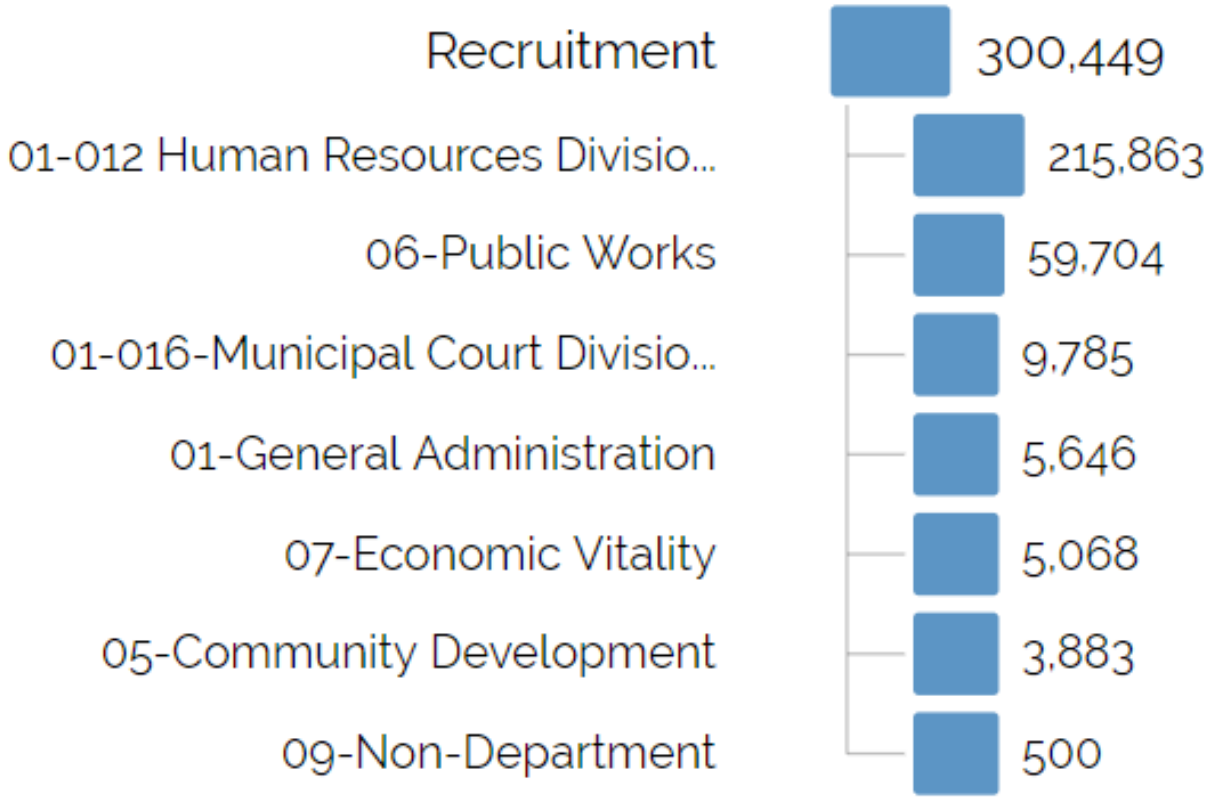
Program Costing

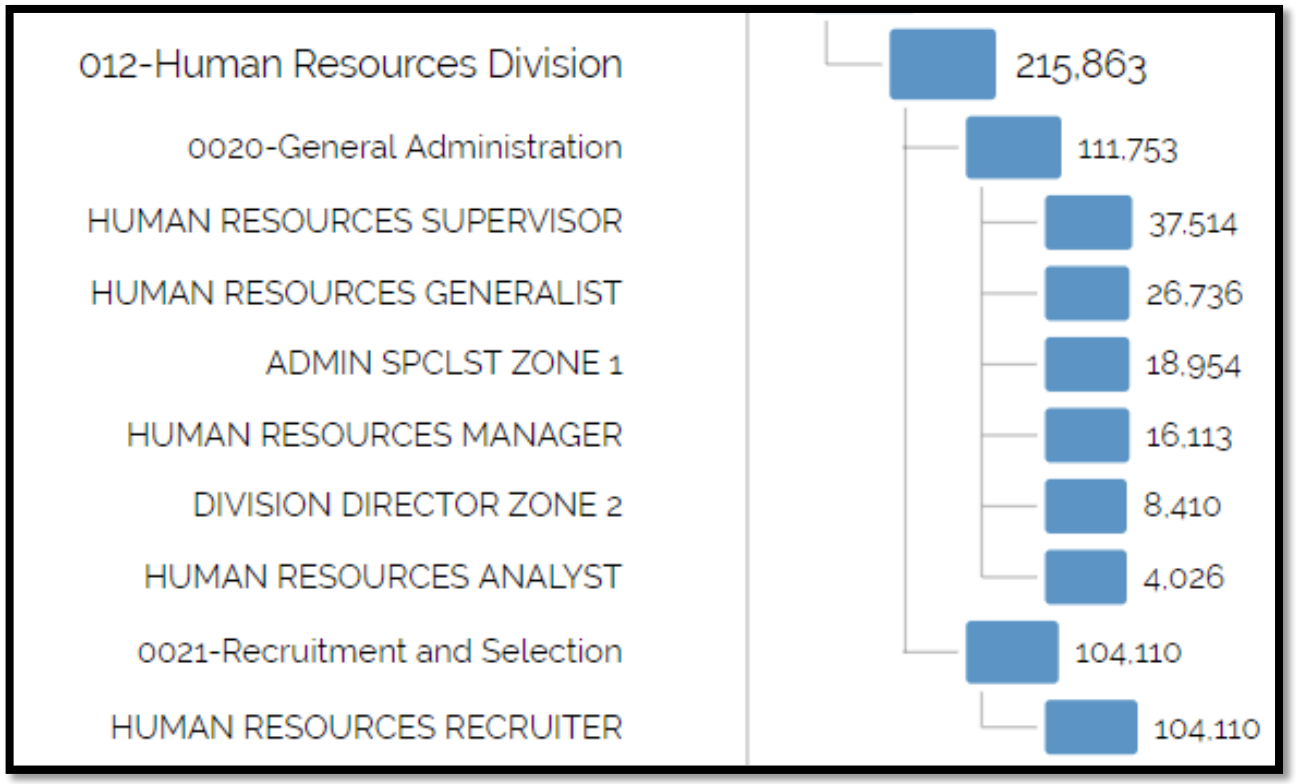
- Completed in November
- Costing data made available to Council during the February budget retreat





Program Costing





Upcoming PBB Events



Update Council on program scoring & peer review



Introduce Council to PBB online tool and interactive data

Inventory → Cost → Score → Present → Analyze



Questions?

Sarah Langley

Management Analyst

Sarah.Langley@flagstaffaz.gov

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

17. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Odegaard to have a discussion about placing a meaningful designation that Flagstaff is a Purple Heart City from a Proclamation in 2016. A plaque at City Hall and where appropriate of said designation. Signage at the entrance of the City limits and for City public parking spaces where appropriate for "Combat Wounded Veterans"

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:

17. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	12/12/2019
Meeting Date:	12/17/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Odegaard to have a discussion about reaffirming that the City of Flagstaff is a “Golden Rule City” by the current City Council by pledging Resolution #2008-68 or updating the Resolution to the Council wishes.

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:

18. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	12/16/2019
Meeting Date:	12/17/2019

TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

December 10, 2019

Council and Colleagues, Greetings.

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order…

Solid Waste

On November 8th there was a nice tour of the NAU composting facility, followed by an onsite tour of our Cinder Lake Landfill operation. In the last report, there was coverage of the Composting site visit. This report will focus on the landfill operation. Gratitude is extended to City Solid Waste & Fleet Director Todd Hanson for the tour and information. Council recently received a presentation regarding the landfill from Todd Hanson, and some of the material herein may be redundant to that presentation.

Cinder Lake Landfill is a 343-acre municipal solid waste landfill providing disposal services to the City of Flagstaff and Coconino County. The City has operated the landfill since the late 1960s under a special use permit from the U.S. Forest Service. The Landfill receives an average of 385 tons per day of material. The current anticipated final closure date is 2060 based upon 3.5% growth, and 2070 based on 1% growth.

As noted in the recent Council presentation, numerous projects have been pursued over the years to divert solid waste from the Landfill. The Manager's Report from two weeks ago highlighted the pilot program for composting with NAU as one recent example.



Other operating programs, which have been quite successful, including the Hazardous Products Center, operated by the City with an IGA with Coconino County to share costs. The Center is forecasted to divert 66 tons of Household Hazardous Waste and 17,286 pounds of electronic waste from being buried in the Landfill this fiscal year.

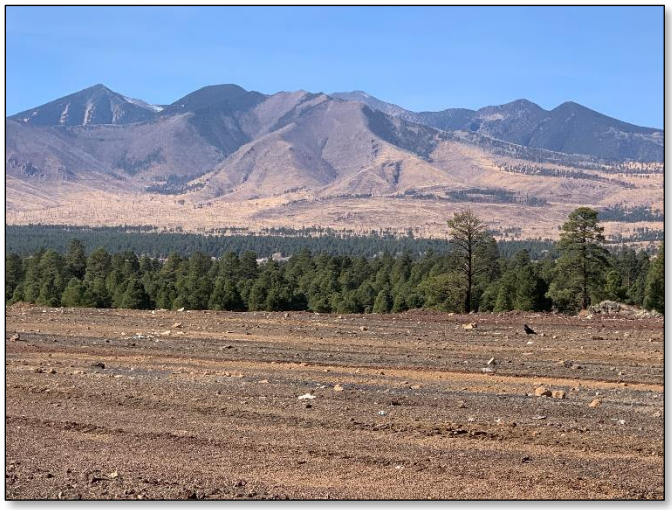
With respect to paint, the Center is able to provide unused paint back out to the community. Mixers are used to generate generic colors in large 5-gallon buckets, keeping the product in use and out of the Landfill.



Other innovative means to divert solid waste from the Landfill include efforts by the Construction Waste Advisory Committee to explore strategies for diverting impactful construction and demolition waste material. Currently, the landfill is collecting clean concrete from demolition with the plan of using it as alternative daily cover or road base. The landfill has accumulated 200 tons of clean concrete so far.

Additionally, since 2006, approximately 3,700 tons of metal has been recycled at Cinder Lake Landfill. Approximately 1,300 customers have utilized this service. And since 2013, approximately 1,500 tons of lumber waste has been used as alternative daily cover for the Landfill operation. Approximately 2,500 customers have disposed of the product at the Landfill.





Finally, mention is made of the Tarp System that is currently being deployed at the facility. In the summer of 2019, the Landfill implemented the use of a Geosynthetic cover (tarp) system for alternate daily cover. The advantages of tarps include using no airspace, minimal cost, speed of deployment and removal, and the fact that they are reusable. This operational change extended the life of the Landfill a minimum of five years.

Cinder Lake Landfill is a well-situated facility that is utilizing innovative strategies and operations to maximize its longevity while employing successful solid waste diversion programs. It's also a very scenic landfill facility, as illustrated in the above image.

Miscellaneous Updates

Police Department

- FPD Deputy Chief Musselman and Lt. Lasiewicki attended the Serial Inebriant town hall meeting hosted by NARBHA (Northern Arizona Regional Behavioral Health Authority).
- Deputy Chief Musselman and Office Shanelle Preston also met with Indigenous Coordinator Catherine Esquivel to discuss efforts to improve recruitment of Indigenous applicants for the position of Police Officer.
- The December CompStat meeting demonstrated violent crime is up 5% entirely due to an increase in aggravated assaults and large increase in sex assaults. Many of these sex assaults were from previous years and some may appear to be unfounded at this time. Detectives will continue working on these cases as this month tends to slow down. Property crime is down 3%. Overall crime down 2%.
- Officers assigned to PRAY (Police Rallying Around Youth) is working with YoungLives to help sponsor a dinner on Saturday night at Trinity Heights Church. Tickets sold help raise money to support the mission of YoungLives which supports pregnant and parenting teens ages 12-20 through one-on-one mentoring relationships, activities, and essential resources.

Public Works

- Parks staff performed roughly 330 hours of snow operations over four days focusing on City facility parking lots, Heritage Square, over 40 miles of sidewalks and FUTS, and courtesy berm removal for those citizens in need on the approval list.
- Athletic fields are closed for the 2019 season and will reopen on April 1, 2020.
- Signs and marking crew have been busy replacing damaged signs and signal components damaged from storm. A major crosswalk signal at Mt Elden Middle School was destroyed in a car accident and required complete replacement.
- Fleet Services opened 57 work orders between Thursday, 11/28 and Sunday 12/1 related to snow and trash/recycle operations. All but three of these orders were completed within four hours…the heavy snow did result in a higher request for maintenance and repair.

Risk Management

- Becky Penado, Risk Specialist, completed her last class to receive her Associate in Risk Management. This designation is industry recognized and will assist the City of Flagstaff in demonstrating to our current and prospective insurance carrier partners our commitment to professional risk management.

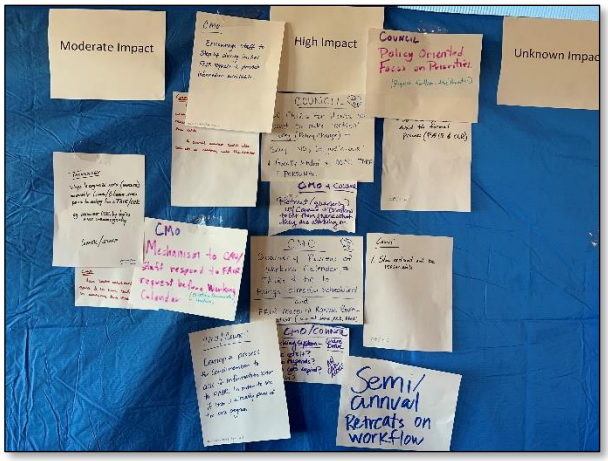
Meetings and Events to Note

Council / Leadership Team Retreat

On December 5th we retreated at the Aquaplex and participated in a 4-plus hour discussion of sales tax revenues, organizational restructuring, and the topic of the day – staff workflow. The retreat was facilitated by Stephanie Smith and was very engaging with a series of exercises and tasks, all helping to inform a very in-depth discussion. It was successful by all measures.



These retreats are invaluable in terms of relationship-building and sharing information and ideas to better our leadership and enhance our efficiency.



The outcomes of the retreat will be presented in the next City Manager's Report.

Knoles School Crossing

On the same day as the retreat, a group of staff from the City Manager's Office, Community Development, the Mayor, Councilmember Whelan, and concerned citizens, met related to exploring ways to make safer the school children crossing at Knoles School. At issue was speed limit, signage, and related topics. It was productive and outcomes are being explored. Stay tuned.

APS

On December 3rd there was a meeting with the APS team and the City Manager…it was very productive and various topics were discussed, although the purpose of the meeting was largely that of introductions.

1:1 Meetings

One on one meetings were had between the City Manager and Councilmember Whelan, in addition to the weekly meetings between the City Manager and the Mayor and Vice Mayor.

Flagstaff Shelter Services



It was standing room only at the newly completed expansion of the Flagstaff Shelter Facility on December 3rd. This event was especially gratifying insofar as the initial tour of the facility, back in early September, gave us the opportunity to see the before-and-after of the new expansion. Ross Altenbaugh was joined by members of the Board of Directors, staff, and volunteers to help inaugurate the new shelter space that is so badly needed in the community. Ross is a superstar. Her unwavering commitment, resourcefulness, and perseverance exemplifies all that is special about the Flagstaff community. There is much work to do to tackle the very real issue of homelessness here, but events like this provide some sense of encouragement.

Recovery Court



Equally compelling was the attendance at the Recovery Court Graduation on December 4th, where three proud graduates shared their challenges and successes before a packed courtroom. The stories were heartfelt. The program is amazing. The social issues that we face here in Flagstaff cover a broad spectrum and affect the lives of many. Programs and efforts such as those referenced here provide hope and encouragement.

That's all for now. Happy Holidays, Council and Colleagues. Enjoy!