CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 15, 2022

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform.

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

---

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 through other technological means.

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** Fire Station 1B Shift Crew Unit Commendation and Citizen Heroism Award

6. CITY MANAGER REPORT

A. City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

7. COVID-19 UPDATES

A. COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

8. COUNCIL LIAISON REPORTS

9. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Indigenous Commission

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring in December 2024.

B. **Consideration of Appointments:** Board of Adjustment.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring May 2024.

C. **Consideration of Appointments:** Transportation Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring July 2023.
Make two appointments to terms expiring July 2024.

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

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring September 2024.

10. 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:** Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric 2022 Ford F-150 Lightning pickup in the amount of $63,372.14.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric Ford F-150 Lightning pickup in the amount of $63,372.14; and
2. Authorize the City Manager to execute the necessary documents

B. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Empire Southwest, LLC for the purchase of one (1) CAT 938M Wheel Loader in the amount of $289,900.87.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC for the purchase of one (1) CAT 938M Wheel Loader in the amount of $289,900.87; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric 2022 Ford F-150 Lightning pickup in the amount of $63,372.14.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric Ford F-150 Lightning pickup $63,372.14; and
2. Authorize the City Manager to execute the necessary documents

D. **Consideration and Approval of Contract:** Approval of the Cooperative Purchase Contract with Interim Public Management, LLC, for professional level consulting in an annual amount not to exceed $300,000 in any fiscal year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Interim Public Management, LLC for professional level consulting in an annual amount not to exceed $300,000 in any fiscal year; and
2. Authorize the City Manager to execute the necessary documents

E. **Consideration and Approval of Grant Agreement:** FY 2022 State Grant-In-Aid Construction Agreement between the City of Flagstaff and the Arizona State Library, Archives and Public Records for the Grand Canyon Library Renovation

STAFF RECOMMENDED ACTION:

Approve the State Grant-In-Aid (SGIA) Construction Grant Agreement for FY 2022 for grant funds in the amount of $50,000 with a City match of $50,000.

11. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Municipal Emergency Services, Inc. for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Municipal Emergency Services, Inc. for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year; and
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with LN Curtis & Sons for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with LN Curtis & Sons for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year; and
2. Authorize the City Manager to execute all necessary documents.

12. PUBLIC HEARING ITEMS

A. **Public Hearing, Consideration, and Adoption of Ordinance No. 2022-03:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 299.68 acres of real property generally located at 1900 North Gemini Drive, APN 101-37-002J, 107-01-001F, 107-01-001G, 101-37-001E, 101-37-002H, 101-28-007E, 107-01-001B, and 101-28-007C, and a portion of APN 110-08-001G and 109-02-001S, from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date. ***(McMillan Mesa Natural Area Concept Zoning Map Amendment: PZ-20-00063).***

STAFF RECOMMENDED ACTION:

At the February 15, 2022 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2022-03 by title only for the first time
3) City Clerk reads Ordinance No. 2022-03 by title only (if approved above)

At the March 1, 2022 Council Meeting:

4) Read Ordinance No. 2022-03 by title only for the final time
5) City Clerk reads Ordinance No.2022-03 by title only (if approved above)
6) Adopt Ordinance No. 2022-03

B. **Consideration and Adoption of Resolution No. 2022-05 and Ordinance No. 2022-04:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain documents filed with the City Clerk and entitled "PZ-21-00282 Updates to Zoning Code - Residential Sustainable Building Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Residential Sustainable Building Standards.

STAFF RECOMMENDED ACTION:

At the February 15, 2022, Council Meeting:

1) Read Resolution No. 2022-05 by title only for the first time
2) City Clerk reads Resolution No. 2022-05 by title only (if approved above)
3) Read Ordinance No. 2022-04 by title only for the first time
4) City Clerk reads Ordinance No. 2022-04 by title only (if approved above)

At the March 1, 2022, Council Meeting:

5) Adopt Resolution No. 2022-05
6) Read Ordinance No. 2022-04
7) City Clerk reads Ordinance No. 2022-04 by title only (if approved above)
8) Adopt Ordinance No. 2022-04

13. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-04:** A resolution approving an Intergovernmental Agreement between the Town of Tusayan and the City of Flagstaff for Grand Canyon Community Library services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-04 by title only
2) City Clerk reads Resolution No. 2022-04 by title only (if approved above)
3) Adopt Resolution No. 2022-04

B. **Consideration Resolution No. 2022-06:** A resolution of the Flagstaff City Council of the City of Flagstaff, Arizona, a Municipal Corporation of Arizona, to authorize the application for Clean Water State Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-06 by title only
2) City Clerk reads Resolution No. 2022-06 by title only (if approved above)
3) Adopt Resolution No. 2022-06

C. **Consideration and Adoption of Resolution No. 2022-07:** A resolution to adopt amendments to the Enforcement Response Plan (ERP) that covers the Pretreatment, Stormwater and Cross Connection programs.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-07 by title only
2) City Clerk reads Resolution No. 2022-07 by title only (if approved above)
3) Adopt Resolution No. 2022-07

D. **Consideration and Approval of Contract:** Agreement for Option to Lease City-owned real estate located at 1700 East Sixth Avenue for the purpose of developing permanently affordable housing.

STAFF RECOMMENDED ACTION:

Approve the lease option agreement with Housing Solutions of Northern Arizona.

E. **Consideration and Adoption of Resolution No. 2022-03:** A resolution adopting Flagstaff's 10-Year Housing Plan

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-03 by title only
2) City Clerk reads Resolution No. 2022-03 by title only (if approved above)
3) Adopt Resolution No. 2022-03

14. 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 Mayor Deasy to place on a future agenda a discussion regarding a housing program for elderly citizens to have an assistive roommate in exchange for rent.

STAFF RECOMMENDED ACTION:

Council direction.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Vice Mayor Daggett to place on a future agenda a discussion regarding an ordinance to protect renters from income source discrimination.

STAFF RECOMMENDED ACTION:

Council direction.

15. PUBLIC PARTICIPATION

16. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

17. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/09/2022
Meeting Date:	02/15/2022

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
Water Services Monthly Report
Sustainability Newsletter

City Manager's Report

February 11, 2022

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. This report will include the more recent monthly updates from both Water Services and Sustainability. In no particular order …

Special Recognition

We want to congratulate Carol Ann McCoy on her retirement! Carol Ann retired from the City on January 3, 2022 after over 27 years of service to our community. She was hired in 1994 in Accounts Payable. She oversaw the Accounts Payable program during her entire tenure at the City. Her early years included manual/paper processes for managing city invoices and she oversaw the Accounts Payable financial software and the City switchboard. Carol Ann had a strong work ethic and was trusted by many to assist them with purchase orders, invoices and vendor payments. Carol Ann was extremely dedicated to ensure our payments to vendors are accurate through her great attention to details and she worked hard to make sure our vendors were paid timely. Rick Tadder adds "I have worked with Carol Ann since starting with the City over 26 years ago and she has been an extremely trustworthy, dedicated and responsible person to our organization." Carol Ann had a caring heart for all in our organization and community and will be missed by all who worked with her. We wish Carol Ann the best in retirement.

Fire Department

- Congratulations to the graduation of recruit academy 2021-22. The City welcomes the following new members to the Flagstaff Fire Department: Christian Todd, Adam Webster, Eric Altheide, Nathaniel Keyes, Daniel Crystal, Kyle Wilson, Aaron Corbiere, Lucas Trotter, Chris Peach, Seth Hunt & Eric Rendon.

- Crews spent the week doing some engineer training with the ladder truck. While the crews have been quite busy of late with emergency responses, the need for ongoing training is constant.

Police Department

- Lt. Hernandez and Officer Tomperi spoke to a Coconino High School work force class about Police Careers.

- Some good news in the recruitment arena. Deputy Chief Mansfield, Chaplain Bradford and Lt. Turley attended the Police Academy Graduation in Phoenix for Everette Stembridge. We now welcome Everette Stembridge into our Officer in Training program, which will start next week. We are excited to have him here!

PROSE

- It may be February, but not too early to talk bugs. Congratulations to both Lynold Herder and Ian Andersen, two of our Parks Technicians, who passed their pesticide applicator exams last week!

- Open Space staff submitted the final application to the AZ State Parks Heritage Education Fund (https://azstateparks.com/grants/). The Heritage Fund provides grant opportunities for trail projects and outdoor environmental education programs, to assist state and local government to fund projects. Stay tuned …

- Some very cool news here. The Arbor Day Foundation approved Flagstaff's 2021 application, recognizing Flagstaff as a Tree City for the 14th year! Flagstaff's participation demonstrates the City's commitment to trees and urban forestry for the benefit of the community. This national recognition wouldn't be possible without the hard work of Parks staff, who spend time every year caring for Flagstaff's urban green space. Arizona State Department of Forestry and Fire Management will be celebrating recognized Tree Cities during the Annual State Arbor Day virtual event on Friday, April 22nd at 11am. Learn more about Tree City USA here: https://www.arborday.org/programs/treecityusa/

This just in: On Wednesday, February 2nd, Punxsutawyny Phil emerged from his digs and saw his shadow, prompting him to hastily return to the comforts of his den where he will contemplate the next six weeks of winter weather. Way to go, Phil. By the way, you're fired … misguided rodent.

Public Works

- Emergency Management personnel from Public Works hosted and joined a larger after-action reporting team discussion to work through observations and areas for improvement in future storm responses. This was obviously focused on the Museum Flooding response. Related, our website update is now activated, and thanks to Sarah Langley and her team for the effort. To access: www.museumfloodprojects.com

- Staff presented and discussed ADA challenges as they relate to the Museum short-term flood mitigations with the Commission on Inclusion and Adaptive Living. The Commissioners provided excellent insights and perspective and were very understanding of the very difficult challenges in the flooding footprint.

- A long-awaited microwave tower project was erected on Tuesday by Niles Radio. This was a deferred element of our original construction and while the tower had been stored for the last few years this project completion is an exciting improvement to our communications platform and freed up some valuable yard space.

- Street's supervisors hosted skills testing for our top Tech III candidates this week. There was a competitive process held to test each candidate's knowledge and skill set needed for this position. Very successful

- "Beverage Spill in Aisle 7A." Fleet Services administration team completed two days of training on our Quatred Barcode software and are exploring more ways to take advantage of this tool with invoice processing, parts billing, and related.

- Facilities is converting the Hal Jensen Recreation Center Bathroom lighting from conventional to LED.

- Risk, Fleet, FFD and Southwest Risk have evaluated the damage to F2016 (Engine 5), which was involved in a traffic accident January 13th, and are working to ascertain whether it can be repaired. We have scheduled an additional inspection with the vehicle's authorized manufacture for another inspection later this week.

Tour of High Country Humane

We had a great tour of this wonderful facility on February 11th. Much appreciation to Executive Director Lis Olson for the tour, which was quite informational. More on this to come.

Flagstaff Playhouse

With many thanks to Procurement, Legal, and Real Estate, we have posted the Invitation for Bids related to lease of the Flagstaff Performing Arts Center. There is a pre-bid meeting on March 3rd. This process has been the works for some time and we are excited to see it go out to bid. Stay tuned.

That's all for this report, Council. Onward and upward …

WATER SERVICES DIVISION

WS Monthly Update
December 2021

As 2021 draws to a close, we reflect on the challenges of pandemic, supply issues, staffing issues, going above and beyond to provide services throughout the year, and offer gratitude to our crew's dedication to *keep the water flowing*.

All-Employee Meeting and Holiday Party

Water Services ended the year on a high note, with a "virtual" holiday party and meeting on December 15. This gave staff the opportunity to hear from Andy Bertelsen (our new Director), review the year's successes and speak to future challenges. Staff enjoyed breakfast at work sites and even found a way to have some Secret Santa fun!

Milestones

Joe Almendarez celebrated 26 years as a member of Team Flagstaff in December 2021. Hired in 1995, Joe quickly became an asset to Water Services, obtaining all necessary certifications to serve the City's needs. Joe was promoted to Wastewater Collections Supervisor in 2019 and added the role of Stormwater Collections Supervisor in 2020. Joe oversees ten employees in Wastewater and Stormwater collections who operate the big Combo and Vacuum trucks, as well as crucial equipment in Water Services operations, from dump trucks and cranes to the stormwater mini-dozer.

In his free time, Joe enjoys riding his Harley Davidson motorcycle, playing with his two dogs, riding quads in the dunes and the woods, and spending time with family and friends. We greatly appreciate the work Joe has done for the City of Flagstaff over the last 26 years!

Water Commission

Happy holidays! No meeting in December.
We welcome new Commission members: Don Bills John Nauman, Kurt Riegelman, Joe Loverich and Robert Burr Dilday.

Administration Offices
2323 N. Walgreens St., Suite 1
Flagstaff, Arizona 86004

Admin – Budget & Communications
Infrastructure money is becoming available through different state and federal agencies. The key is aligning our projects to the best appropriate program.

Engineering
- We are interviewing for the Plan Reviewer Position. We should have a candidate by the end of the year.
- Gary Miller, Engineering Section Director, has been sitting in on weekly museum flood meetings.
- We are meeting with HeadStart, to clean up Ponderosa Park. We're working on getting the barrier they need to use their playground equipment.
- Gary is getting caught up on projects, meeting with Erin Young. Justin Emerick gave a tour of his projects. He's attending GIS meetings and budget meetings for all capital projects and planning efforts.
- We're putting out information to help citizens affected by flooding with floodwall details and floodgate details.

Operations
- **Mark Richardson** will be retiring on January 7. He's leaving us better off than when he found it. "Things may be different, but it will continue." Thank you for your service, Mark!
- Real estate is taking charge of Red Gap Ranch sub-lease with Bar-T-Bar. WE plan to align this lease with the state land lease. Red Gap Ranch secures the long-term viability of the city's water supply.
- Mark has been the point person for security and security systems, as well as the representative in various agencies and professional organizations, such as Rural Water Association, Water Security Information Coop, AZ WARN, and others.
- We also learned the shared City IT/SCADA network and cyber security officer is leaving. Tim will be working on filling the gaps for this position.

Regulatory Compliance
- Pretreatment has finished sampling and will complete NAU before year end.
- We hired a consultant to conduct a copper study to determine the loading for the effluent to the Rio de Flag from the Rio and Wildcat Hill Water Reclamation Plants. Current discharge limits are extremely low and impacting our industrial users. An example of how low this is: Our current copper limit is 18 ppb, with drinking water limit at 1300 ppb.
- We interviewed for the Supervisor position and are ready to make an offer to a prospective candidate.
- The drinking water lab staff is investigating water surfacing near Flagstaff High School that does not appear to be a leak in the distribution system.

- We are looking at the existing Municipal Separate Storm Sewer System (MS4) permit to determine if any changes are needed to meet a new permit that became effective in September 2021.

SCADA Information Systems

- Manhole rehabs -need one at wildcat, add to list where master meter for wch live.
- Physical inventory of remote sites, app developed by sohpi and Corryn. Level of detail being collected.
- SCADA IS finished site names and tags at WCH to produce inspection work orders in Cityworks. This includes periodic inspections of all valves at Wildcat Hill WRP.
- We are working on developing demand models using GIS data for Engineering, for stormwater, distribution and collections.
- The Public Works radio tower is complete. Niles is bringing the network ring off the ground and building the UHF network. The N. Res plant is next, getting the master radio site up and running.
- We're installing meters at Wildcat, to get an idea of flows coming into the plant.
- Planning for FY23 budget, and assessing what can get done, in lieu of supply-delivery delays.
- Our (IT) shared cyber-security person left the City. So, we're evaluating how best to support this need. We're looking at converting this funding to a Specialist position, at more entry-level. We're also re-evaluating the electrical analyst position. It may be time to grow our own expertise.
- We're working with Cisco industrial for an overall plan on segregating SCADA network from the rest of city in bite-sized projects.

Stormwater

- We're working on flood mitigation projects ~Killip Retention Basin and the corresponding outlet, Dortha channel improvements and Linda Vista channels. The IGA with FUSD is set for Council approval on January 4.
- Development review is experiencing a historic high level of construction plans for approval.
- Chris Palmer is making great headway with flood declaration spot improvements.
- We're interviewing for two Stormwater program manager positions– floodplain and open channel maintenance.
- We're submitting grant proposals for FEMA BRIC (Building Resiliency in Communities) and ADEM Hazardous Mitigation Flood projects.

Wastewater Collections

- All combo trucks are running.

- We had one SSO – Sanitary Sewer Overflow- incident, when kids opened a manhole threw in rocks.
- Crews are investigating a water leak by Flag High**.**
- We did a walk-through inspection at the Wedge on Woody Mtn
- The Stormwater combo truck is making headway on clearing a 40” drain in Sunnyside.

Water Distribution

- We’re pushing hard to get caught up with Capital projects and inspections during good weather, including work on Cherry Hill and Coconino Estates.
- We’re performing maintenance on fire hydrants, with 5 hydrants out of service.
- Crews are continuing with periodic valves inspections, as well.
- Fire flow testing was requested from third parties by project developers.
- Crews are investigating an FUSD school leak, 6-8 gpm leaking through their meter. A contractor has been called out.
- Radio read contractors are replacing meters, now that a new supply is in.
- Plan review is meeting twice weekly now, and fielding more calls with the position open.

Water Production

- We completed construction phase of Continental Well Upgrades Project with the addition of a 20,000 gallon de-aeration storage tank and booster pump. Next, is the SCADA programming and communication upgrades and ADEQ’s Approval of Construction, before bringing the well back online sometime this spring.
- We finished pump and aquifer testing at Ft Tuthill #2 well. It took two rounds; first set too large, second set a bit small, but we made it work. We increased pumping level above the pump, got to clear water and anticipate at least 400 gpm in production, or about 200 million gallons a year.
- After sending it to the manufacturer, it appears the master flow meter at Lake Meter WTP was impacted by lightning strike during monsoon season. They discovered the cabling on meter was damaged, and will be returning the meter with a new cable and calibration.
- We’re picking up equipment in Phoenix for Red Gap Ranch’s smaller groundwater wells (submersible pumps and control boxes).

Water Reclamation Plants

- Short staffing is keeping managers and operators working long hours at the plants
- Working on the budget and safety trainings
- We are working on hiring a consultant for digester design

- Sustainability brought in Noresco to evaluate energy efficiency projects at the plants.
- We are working with HR on hiring a new supervisor for the Rio Plant
- Jim Huchel is working on a presentation for the bond committee.
- 2 employee's past certification Exams
    - Tim McGinnis passed his Grade 2 Wastewater certification
    - Jim Huchel passed his Grade 4 Distribution, and now has the top certification in 4 disciplines – Water, Wastewater, Water Distribution and Wastewater Collections (or a 4X4).

Water Resources and Conservation

- Erin Young is reviewing the Kachina Peaks Avalanche Agreement with the City Manager.
- Erin/Water Resources is working on water rights in LCR- Little Colorado River- watershed
- Erin is reviewing geophysics reports to locate new wells.
- Erin is also reviewing recharge data that demonstrates recharge to the aquifer.
- Water Services was notified by state land department of an oil and gas leak close to Red Gap Ranch. There is a helium well close by, operated by Desert Mountain Energy.
- Membership fees are going up. We'll need to capture this need in FY23 budget.
- We're completing the scope of work for the upcoming rate study.
- Erin is planning a Reclaimed Water retreat, working with Brad Hill (consultant) on an outline for city council.
- Infrastructure funds are becoming available. We need to identify shovel-ready projects and attend webinars on how apply for these funds.

Water Conservation

- Conservation had a tabling event at the Holiday Market on Dec 4, with 386 people in attendance. Staff discussed rebates, consultations and handed out over 200 aerators/water-saving devices as stocking stuffers.

- Staff is working with Flagstaff Junior Academy on school retrofits, ordering faucets and child-size toilets. We're working on a direct mailing to schools and a news piece in January.
- We provided supplies to the fix-it clinic – low-flow showerheads and timers.
- The Conservation Grant opportunity is posted, with $3,000 in Innovation projects budgeted, such as drought-tolerant grass seed or monitoring devices to detect leaks.

- The Non-Revenue Water Audit will finish at the end of the year. This should give us a sense of how much water is lost in billing, leaks, meter issues and leave us with a list of action items.
- Conservation is partnering with the Azulita Project, providing reusable water bottles at local schools for students.

February Sustainability Newsletter

Welcome, Steve!

Steve Thompson is our new Volunteer and Event Coordinator. He comes to Flagstaff from a career that has carried him across seven states, five national parks, multiple education non-profits, nature reserves, and state parks.

Throughout this time Steve has been fortunate to work with communities to enhance educational opportunities, increase the number of public lands stewardship events, and promote equitable

access to shared resources. He is excited to join the City of Flagstaff Team and is looking forward to discovering how to best serve this community and the amazing people who call this place home.

In his new role, Steve works primarily with the Community Stewards Program (Adopt an Ave/Flagstaff Urban Trail System), Anti-litter, and Community Events Initiatives. In addition, He coordinates the Sustainability Office's signature community events including Earth Day, Lights Out Flagstaff, Make a Difference Day, Fix-it Clinics, Drop Off Days, Home Energy Efficiency workshops, and assist with any sustainability related events!

Welcome, Jake!

Jake Raatz is the new Sustainable Food Systems VISTA for the City of Flagstaff Sustainability Office. Originally, he is from Minneapolis, Minnesota and attended school at Iowa State University where he graduated with a degree in Global Resource Systems.

Through his work for the Sustainability Office, he is thrilled to start contributing new ideas towards our amazing community gardens, compost hubs, and social media campaigns! When Jake's not working, he enjoys hiking, biking, making pancakes, and singing “born to fly” by Sara Evans at the top of his lungs while driving down a dirt road.

Seeking local Flagstaff business representatives, from CEOs to employees!

A newly launched **Business** Climate Advisory Group will work to bring voices from Flagstaff's business community into climate planning.

With guidance from the Advisory Group, the Sustainability Office hopes to support businesses across Flagstaff, helping them reduce their climate impacts, offering resources, and encouraging innovation.

Deadline to apply: **March, 20th at 11:59 PM**

- Learn more and apply here.
- Do you know someone from the business community who would be a standout advisory member? Nominate them here!

The Daily Sun covered this opportunity – see the article here.

Exciting Changes at the Community Gardens

The City of Flagstaff's community garden program began in 2009 with the creation of the Bonito St. garden. Over the past twelve years, the

program has gained tremendous support from key partners, gardeners, and volunteers.

We are excited to announce that the community garden program will be expanding in 2022! Summer White, our Waste Reduction & Food Systems Coordinator, will now manage garden plot registration and communication for the gardens.

The Sustainability Office is grateful to our long-time project partner, Terra BIRDS, who has managed the program since 2015. Terra BIRDS will continue to be a part of our gardens through maintenance projects, volunteer days, and the increased educational opportunities at the community garden sites.

"I've really enjoyed helping out with gardener sign-ups over the past few years, but am looking forward to interacting with the gardens in a more programmatic way with other Terra BIRDS staff, volunteers, and program participants. We will continue to be in and around the gardens throughout the growing season and there will be many opportunities for Terra BIRDS to interact with gardeners throughout the growing season." - Andrea Hartley, Terra BIRDS

Plot applications for all three of our community gardens will open in March 2022 in the Sunnyside, Southside, and Townsite neighborhoods. Please visit our website for more information and how to become involved.

Updates to the Residential Sustainable Building Incentive

The City of Flagstaff is updating the Residential Sustainable Building Incentive. This incentive encourages builders to create homes that are more climate-friendly, in return for density bonuses. The incentive will be discussed at the following public meetings, where we welcome community feedback:

Planning and Zoning Commission

Wednesday, February 9th

4:00 pm

Join the online meeting via Teams

Flagstaff City Council

Tuesday, February 15th

3:00 pm – agenda starts

Join the online meeting via Teams

Flagstaff City Council

Tuesday, March 1st

3:00 pm – agenda starts

Join the online meeting via Teams

Contact Jenny Niemann, Climate Program Manager, at jniemann@flagstaffaz.gov with any questions.

Learn about the BIG SHIFT in Transportation

The Carbon Neutrality Plan talks about the need for a BIG SHIFT, to move from car-centric planning and a spread-out City, to a safer, healthier community that includes connected and complete neighborhoods, and easier ways to get around.

In January, the Sustainability Office presented to City Council on the transportation aspects of the Big Shift. In this presentation, we talked about new concepts in transportation planning that can help us have a healthier, more equitable and lower-carbon transportation system.

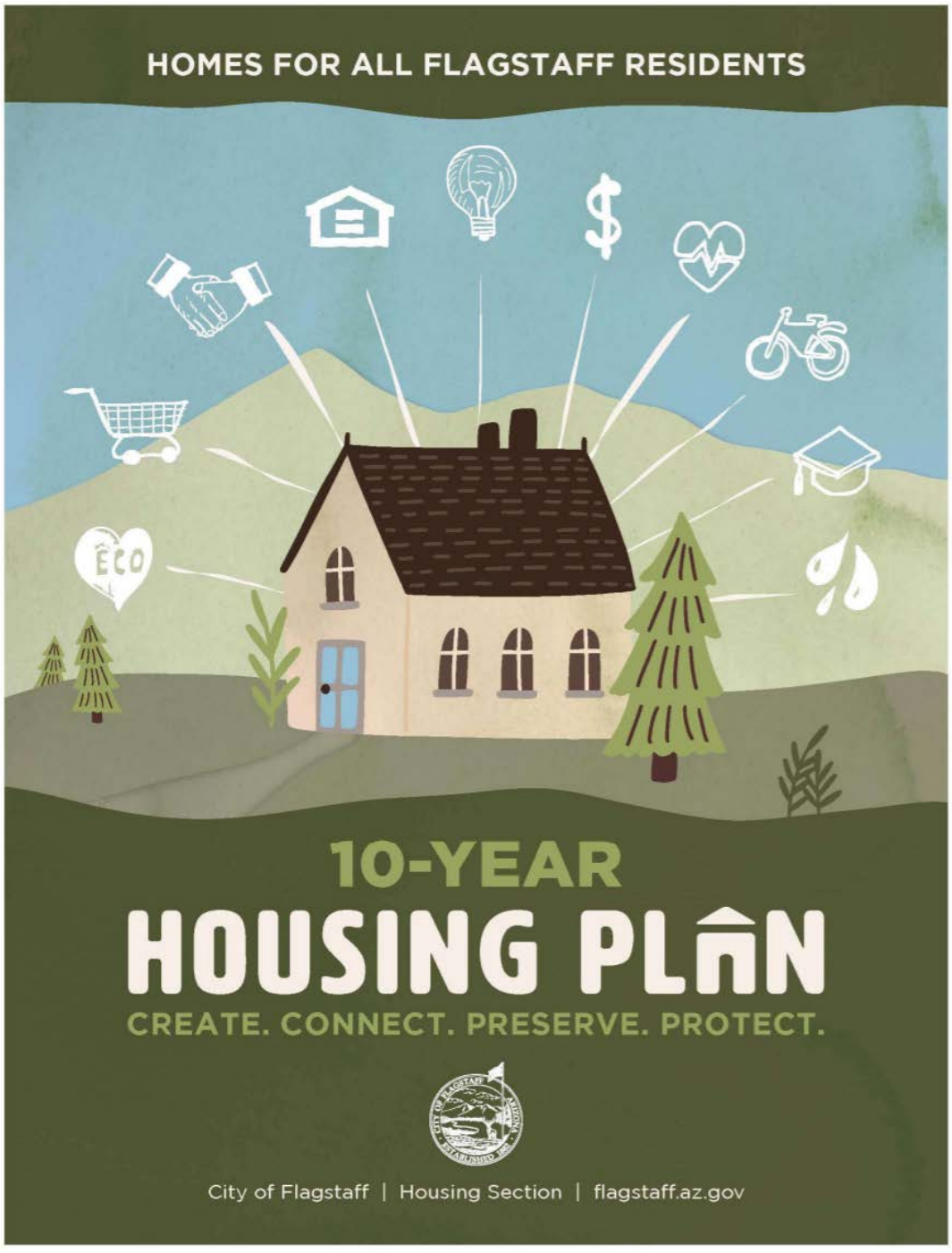
We'll need your help to make this big shift - please take a listen to this important discussion.

Agenda Item: 13.A. Transformative Transportation Solutions

Looking for a summary? The DailySun covered this Council update here.

Watch the Update

Take Action



Flagstaff’s 10-Year Housing Plan

The Flagstaff's 10-Year Housing Plan will be presented to Flagstaff City Council for consideration of adoption on **February 15**. If you are an affordable housing advocate or are passionate about affordable housing in Flagstaff, please attend this meeting.

The Flagstaff community faces urgent challenges from housing and climate change. The City of Flagstaff recognizes that the Housing Emergency and the Climate Emergency share many common solutions and that advancing housing and advancing climate action are not in conflict with each other. Indeed, implementing shared solutions to both challenges can lead to a stronger, healthier, and more connected Flagstaff.

Flagstaff residents' responses to the Housing survey illustrated that the Housing Emergency is causing residents to leave our community. A little over 58% of Flagstaff resident stated that they were either "nearly certain" to "somewhat likely" going to relocate due to housing costs. The question we must ask ourselves is what would Flagstaff become if 58% of our population moved? The intent of this Plan is to help individuals and families achieve housing affordability for those who want to continue to call Flagstaff their home.

Flagstaff's 10-Year Housing Plan is a single, comprehensive, community-facing document to summarize the City's immediate and long-term needs and strategies for improving housing affordability. This Plan defines the Housing Emergency, provides one overarching

goal to substantially increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

Learn More

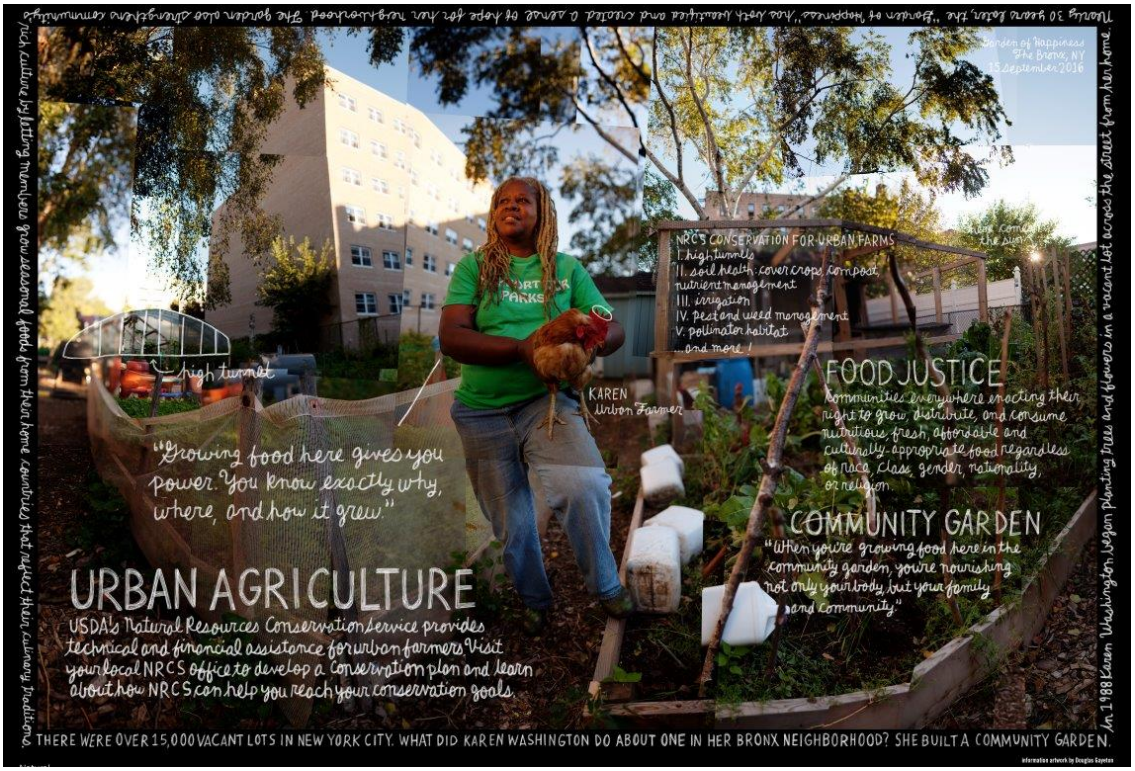
Call for artists for Historic Southside Community Garden placemaking project

Local creatives and artists are invited to apply for a $15,000 placemaking project at the Historic Southside Community Garden (formerly the O’Leary Street Community Garden)!

Potential elements could include a decorative entryway, sculptures, artistic benches, flowers and/or landscaping, creative signage, and more.

Click the link below to learn more about this opportunity. Applications will be accepted through March 4th, 2022 at 5:00 pm.

Apply Today



Apply for Arizona Urban Agriculture Initiative Funding

USDA's Natural Resources Conservation Service (NRCS) offers a variety of programs to eligible landowners and agricultural producers

to provide financial and technical assistance to help manage resources sustainably.

NRCS provides assistance with:

- Soil health
- Irrigation and water conservation
- Wildlife habitat
- High tunnels

Explore this funding opportunity by clicking on the links below. **All applications are due by Friday, February 18th.** Please contact azurbanag.nrcs@usda.gov with any questions.

- Learn more about NRCS here.
- Apply for urban agriculture funding here.

Home Energy Efficiency Workshop

February 9

6:00 - 7:00 pm

zoom

learn more>>

register >>

Home Energy Efficiency Workshop

March 8

6:00 - 7:00 pm

location (TBD)

learn more>>

Volunteers continue to battle snowplay waste

"Half a dozen volunteers coordinated Tuesday, January 4th under the leadership of the Flagstaff Sustainability Program to remove waste from popular snowplay areas. Equipped with gloves, buckets, pickers and bags, volunteers scoured the ice to dig out frozen litter left by inconsiderate visitors of the Peakview and Lone Tree snowplay areas.

Scenes of snowplay trash are a familiar sight to Flagstaff locals. After any decent snowfall, coffee cups, fast food bags and shattered plastic sleds pile up seemingly overnight, as if fallen with the snow itself. The reality is that this trash accumulates when public users fail to take responsibility for their waste."

Read the article here.

Learn more about our next winter snowplay clean-up here.

Carbon Neutrality Plan (CNP) Quarterly Update to Council

Sustainability Staff presented the Carbon Neutrality Plan Quarterly Update at the January 11th City Council meeting. This informational update was provided to City Council and the Flagstaff community to highlight efforts over the last quarter to advance the Carbon Neutrality Plan and outline upcoming actions.

Website Facebook Twitter Instagram Email

Our mailing address is:

211 W. Aspen Ave., Flagstaff, AZ 86001

You're receiving this email because you signed up for Flagstaff Sustainability Office newsletter updates.

Copyright © 2022 City of Flagstaff Sustainability Office, all rights reserved.

This email was sent to Greg.Clifton@flagstaffaz.gov

why did I get this? unsubscribe from this list update subscription preferences

City of Flagstaff Sustainability Section · 101 W Cherry Ave · 2nd Floor · Flagstaff, AZ 86001 · USA

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Deputy City Manager

Co-Submitter: Rose Toehe

Date: 02/09/2022

Meeting Date: 02/15/2022

TITLE
COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

EXECUTIVE SUMMARY:

City staff will present the updated COVID-19 dashboard data and an update on Navajo and Hopi Tribal Nation's situations with COVID-19.

INFORMATION:

The COVID-19 dashboard includes information on new cases, hospitalization, COVID-related deaths, community-transmission level, vaccination status and variants.

The Navajo and Hopi Tribal Nations update will include information about the number of cases, any emergency orders, and related press releases.

Attachments: Presentation

COVID-19 Update

Dashboard Update

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

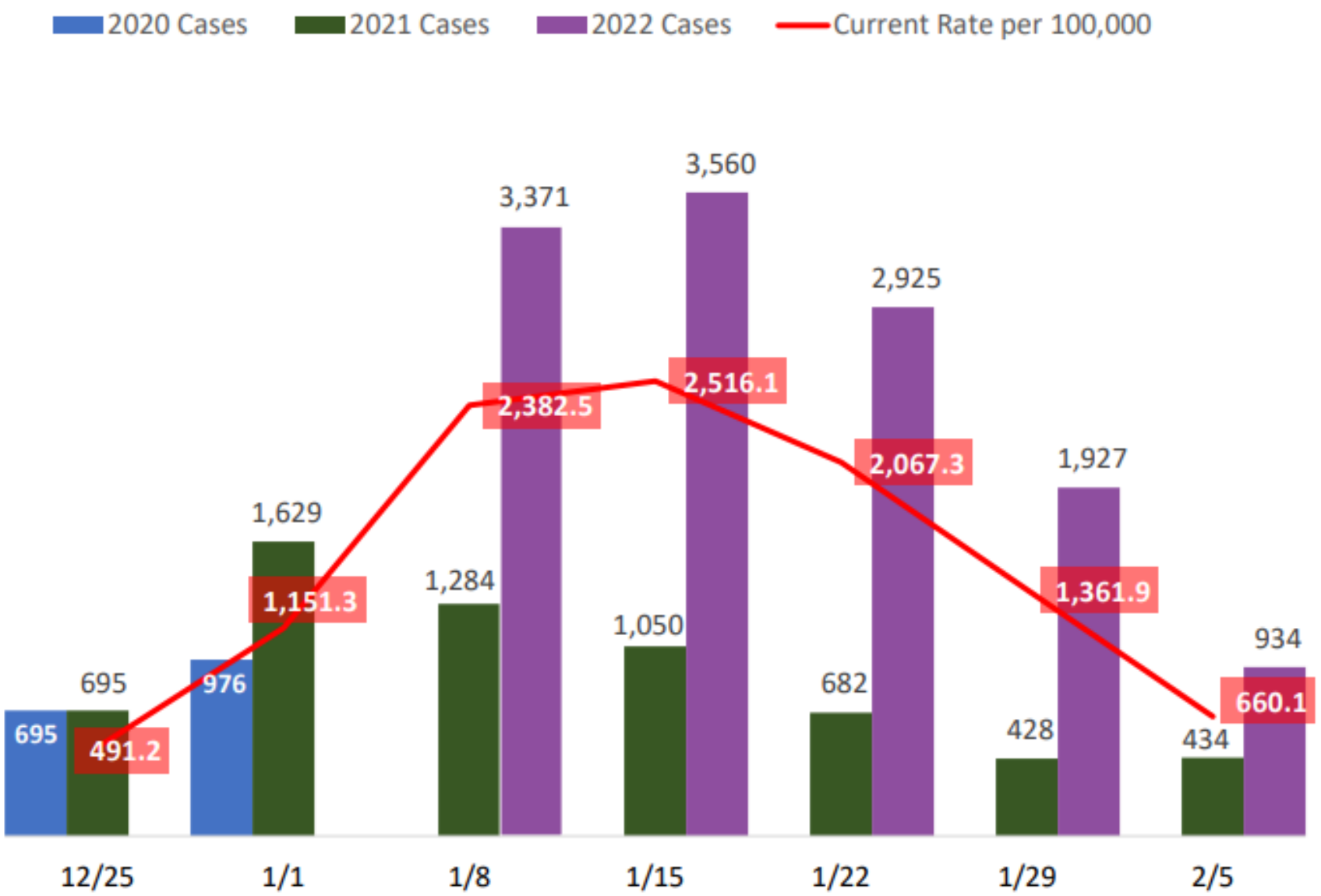
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

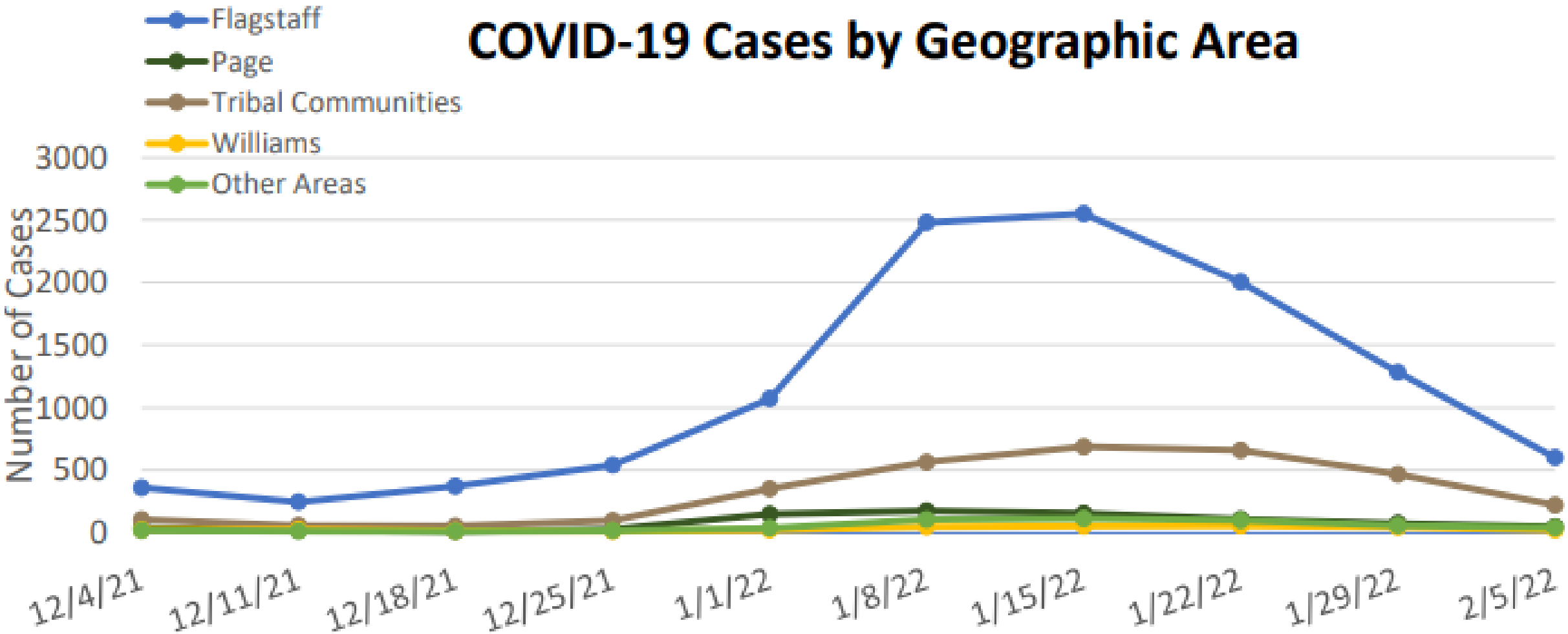
Agenda

- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
  - Navajo Nation
  - Hopi Tribe
- Indigenous Nations Update
- Council Meeting Format

CCHHS: COVID-19 Weekly Cases

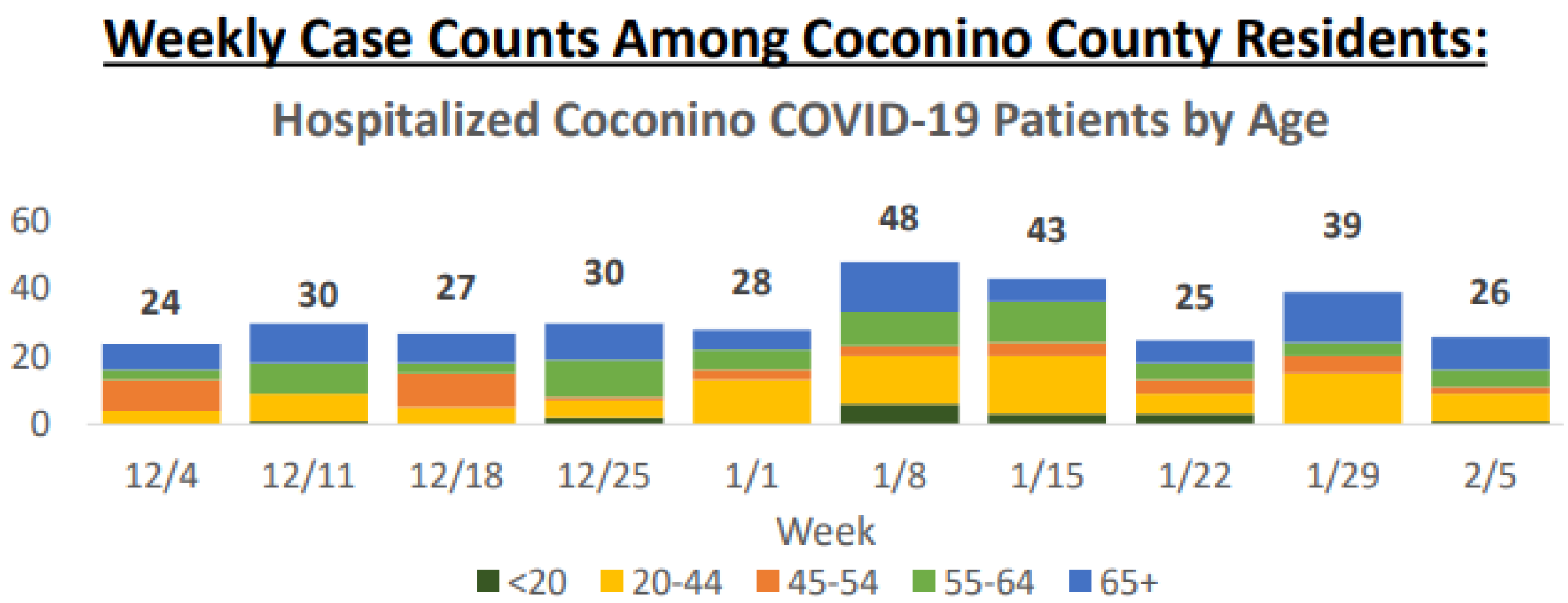


CCHHS: COVID-19 Weekly Cases



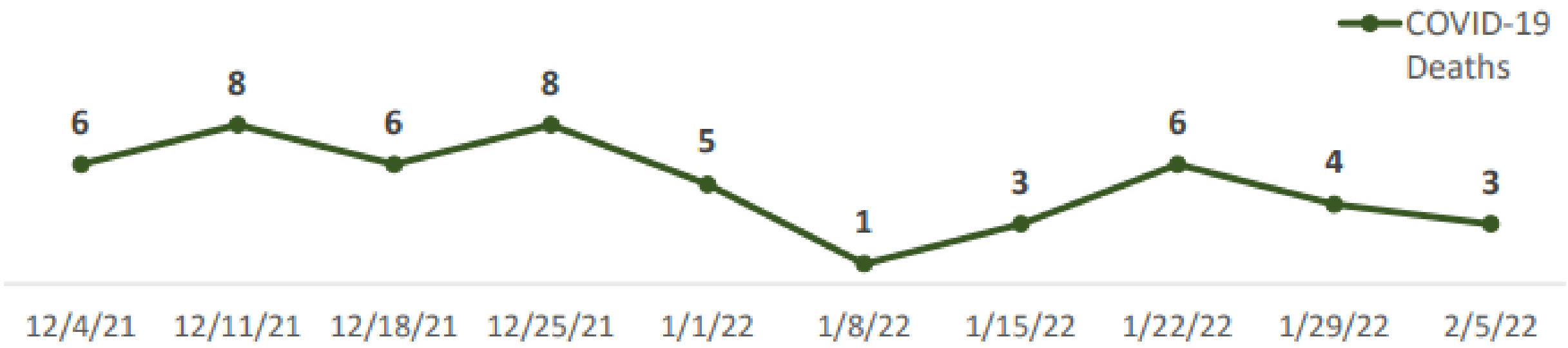
CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Community Transmission

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Cases Reported Week 5 (January 30, 2022 - February 5, 2022):

934 Positive Cases	48% Not Fully Vaccinated	660.1 Rate per 100,000	19.2% Positivity Yield	10.6% COVID-Like Illness**

Community Transmission

Coconino County is currently at a **High** ** level of community transmission.

Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0-9	10-49	50-99	≥100
Percentage of PCR tests that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥10.0%

CCHHS: Community Vaccination

Doses in Coconino

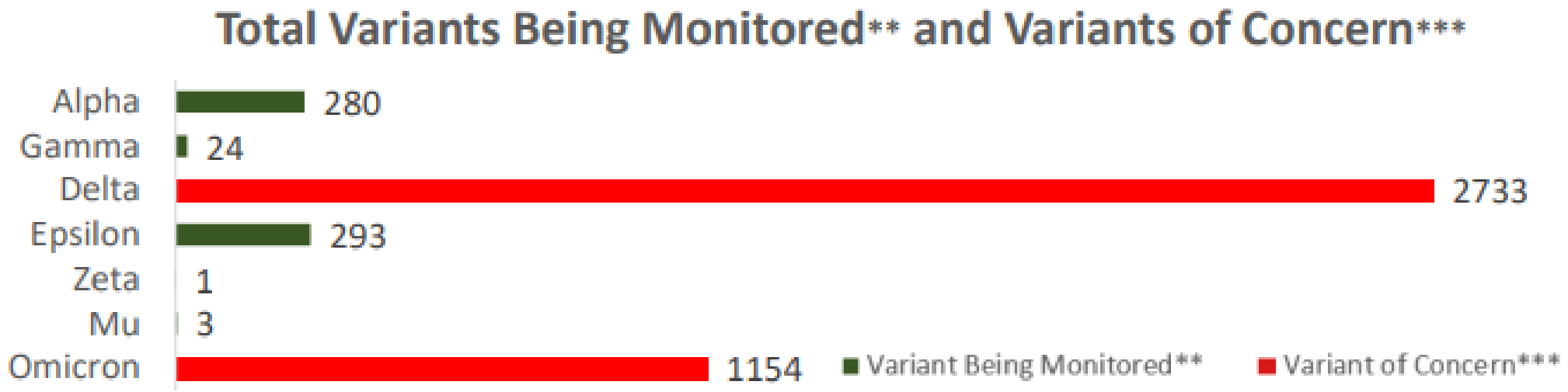
Total number of COVID-19 vaccine **doses administered:**	213,585
Total number of **doses reported yesterday:**	222

People in Coconino

Total number of **people** who have received **at least one dose** of COVID-19	94,121
Percent of people vaccinated:	63.9%
Percent of *eligible* people vaccinated:	67.6%
Number of people who are **fully vaccinated** against COVID-19:	83,178

CCHHS: Variants

COVID-19 Variants:



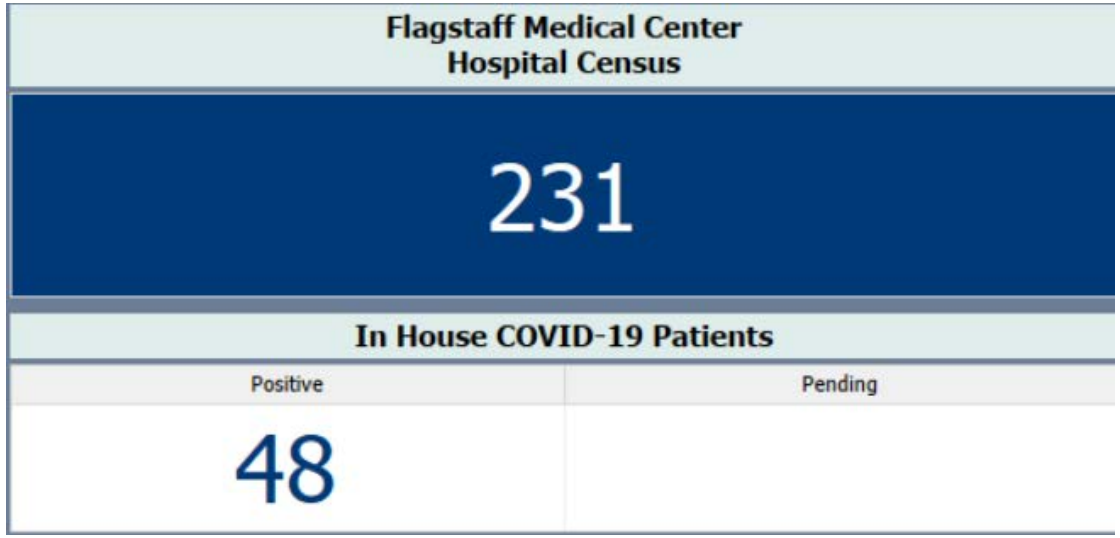
***Variants Being Monitored include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels in the U.S, and as such, do not pose a significant and imminent risk to public health in the U.S.*

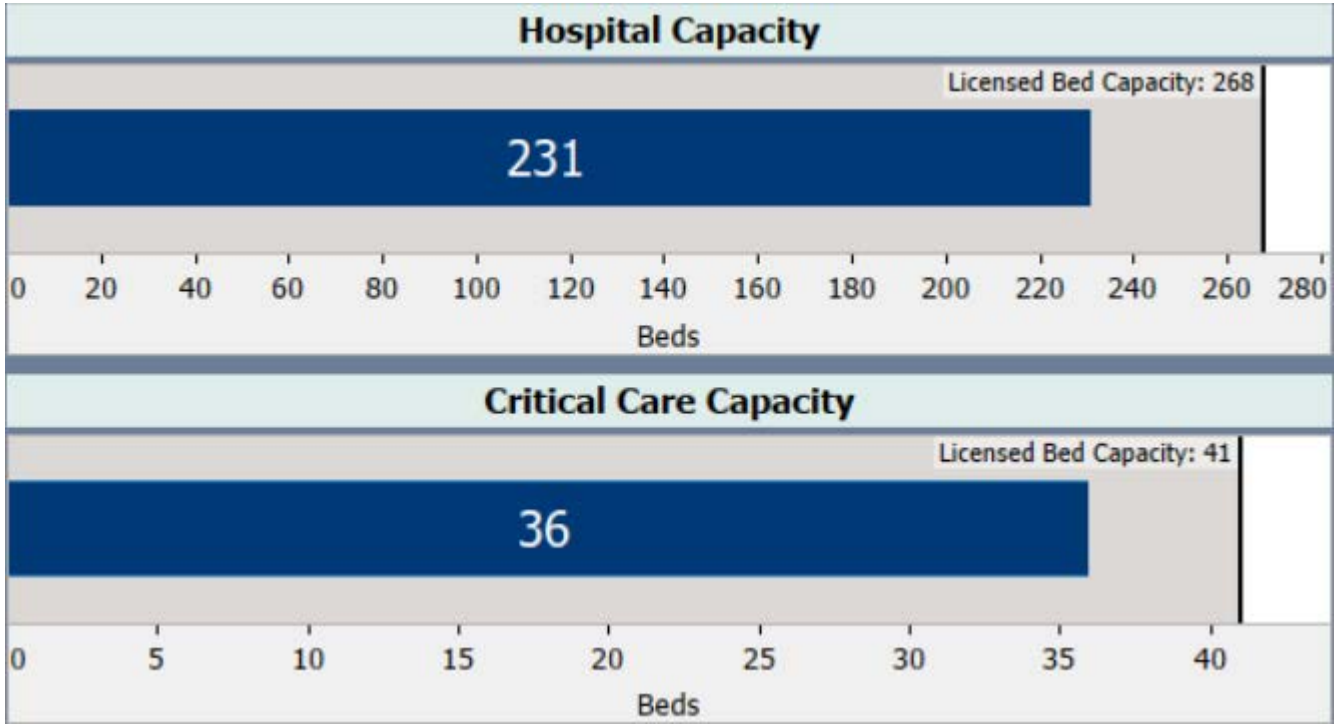
**** Variants of Concern include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.*

For more information about SARS-CoV-2 variants, please visit the CDC webpage:

SARS-CoV-2 Variant Classifications and Definitions (cdc.gov)

NAH: Hospital Census





Data as of February 11, 2022

Indigenous Nations Data

Navajo Nation

NN Health Facilities Data	Difference in 14 days	Current Week 2/10/22	Previous Date 1/27/22
Total Tested	+ 15,980	485,509	469,529
Negative Cases	+ 9,650	380,653	371,003
Confirmed Positive Cases	+ 2,498	51,475	48,977
Recoveries	+ 3,935	48,635	44,700
Deaths	+ 17	1,629	1,612

Indigenous Nations Data

Hopi Tribe

- Total cumulative positive total – 2,507
- Total 14 Day active cases – 174
- Total 7 Day active cases – 61
- 78.04% total population vaccinated
- 79.64% total eligible vaccinated

Indigenous Nations Data

- Navajo Nation
  - 47% of 2,956 samples tested were Delta variant
  - 31% of 2,956 samples tested were Omicron variant
  - 64.3% of total population are vaccinated
  - 74% of eligible population are vaccinated
  - Safer at Home requirements still in effect
  - Public Health Emergency Orders remain red status for schools and orange status for businesses
  - Health Advisory for 83 communities
  - ARPA Hardship Assistance check being issued

Indigenous Nations Data

- Hopi Tribe
  - Remains in phase two of reopening plan until 3/13/22
  - Courts are open from 8:00 am to 3:00 pm

Council Meeting Format

- Hybrid option: supports attendance in person or remotely
- Virtual option: attendance would be remote

Council Questions & Discussion

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration of Appointments: Indigenous Commission

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring in December 2024.

Executive Summary:

The Indigenous Commission consists of seven (7) voting members and three (3) ex-officio (non-voting) members from the Indigenous Peoples Advisory Council appointed by the City Council in accordance with a Memorandum of Understanding between the City of Flagstaff and the Coconino County Indigenous Peoples Advisory Council. Members must have a tribal affiliation as enrolled members of a tribe/nation recognized by the federal and/or state governments. Members will have interest in the issues presented in the Strategic Plan as presented to City Council by the Coordinator for Indigenous Initiatives. The Commission serves as an advisory board to City Council; makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council; and furnish the City Council with information through the Coordinator for Indigenous Initiatives.

There are 11 applications on file for consideration by the Council.

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

There are eleven (11) applications on file for voting members. The applications are as follows:

- Darrien Benally (new applicant)
- Marvin M. Chee (new applicant)
- Elizabeth Greeman (new applicant)
- Marschelle Honeyestewa (new applicant)
- Crecinda Koiyaquaptewa (new applicant)
- Marion Lee (new applicant)
- Dianne Lomahaftewa-Albery (new applicant)
- Darrell Marks (new applicant)
- Tremayne Nez (new applicant)
- Angeline Raab (new applicant)
- Fawn Toya (current commissioner)

In an effort to reduce exposure to personal information, the applicant roster and applications will be

submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas and Councilmember Aslan

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

Policy Impact:
None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:
Inclusive and Engaged Community

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:
None.

Options and Alternatives:
1) Appoint 2 Commissioners: By appointing members at this time, the Indigenous Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2) Table the action to allow for further discussion or expand the list of candidates.

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

Community Involvement:
INFORM: The vacancies were posted on the City's website and through word of mouth.

Attachments: Indigenous Commission Authority

CHAPTER 2-26
INDIGENOUS COMMISSION

2-26-001-0001 CREATION OF COMMISSION

An Indigenous Commission is hereby created.

2-26-001-0002 MEMBERS AND OFFICERS

The Indigenous Commission shall have seven (7) voting members appointed by the City Council and three (3) ex-officio (non-voting) members from the Indigenous Peoples Advisory Council appointed by the City Council in accordance with a Memorandum of Understanding between the City of Flagstaff and the Coconino County Indigenous Peoples Advisory Council. All voting members shall reside within the Flagstaff City limits.

A. Members must have a tribal affiliation as enrolled members of a tribe/nation recognized by the federal and/or state governments. Members will have interest in the issues presented in the Strategic Plan as presented to City Council by the Coordinator for Indigenous Initiatives.

2-26-001-0003 TERMS OF OFFICE

A. Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year term, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.
B. The City Council will make every effort to recruit and appoint those individuals that represent the diverse Indigenous population of Flagstaff and who have demonstrated an interest in the recommendations as directed at the October 10, 2017 City Council meeting by the Indigenous Circle of Flagstaff.
C. Two (2) Co–Chairpersons from among the seven (7) voting members shall be selected by a majority vote of those members at a meeting called for that purpose.

2-26-001-0004 PURPOSE AND DUTIES

A. The Indigenous Commission serves as an advisory board to City Council, makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council and furnishes the City Council with information through the Coordinator for Indigenous Initiatives.

B. The duties of the Indigenous Commission shall include:

1. Fostering mutual understanding, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster understanding of strategic plan.
2. Developing recommendations for the Mayor and City Council to assist in developing certain policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of strategic plan.
3. Advising and assisting the City Council on ways to educate the community and

developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

4. Developing and providing public forums for identifying and discussing issues of interest relating to the area of Indigenous related awareness.
5. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals.

C. The Indigenous Commission shall not advise or make recommendations to the City Council regarding:

1. Any litigation involving any Indigenous peoples or tribes.
2. Any water matters or issues.
3. Any land matters or issues.

C. Strategic Plan and Recommendations:

1. Visibility: To build visibility of Indigenous presence and contributions through public art, street and place names, public advertising, and possible support for a Flagstaff Powwow.
2. Economic Inclusion: Finance and promote a study to quantify Indigenous contribution to Flagstaff's economy. Create a directory of and promote Indigenous-owned businesses in Flagstaff. Feasibility study for a public marketplace for Indigenous artists.
3. Community Cultural Center: Develop a vision statement, and to identify a location, administrative structure, and funding partners for an Indigenous Community Cultural Center. This is the costliest of the recommendations and also the most frequently articulated.
4. Education: Work with Flagstaff Unified School District to support expanded curricula and staff training on Indigenous histories, cultures, and contributions.
5. Public Safety and Criminal Justice: Work with Police, Fire Departments and the Courts to include conversations and input on public safety.
6. Wellness: Take initiative in identifying, assisting, and supporting Indigenous organizations to build culturally grounded resources for the treatment of intergenerational trauma and other sources of damage expressed by means of substance abuse, homelessness, domestic violence, and suicide. Including positive programs such as Indigenous community gardens and youth-elder programs ideally based within Community Cultural Center. Explore ways to show consideration and respect for lands that are revered, beloved, and sacred for Indigenous people. This is a paramount issue of physical, mental, and spiritual health for the Indigenous people of Flagstaff.
7. Housing: Work with Indigenous organizations to further support affordable housing for Indigenous people. Identify and recommend ways the City can ease the burden of Flagstaff's restrictive price levels for housing and utilities.
8. Transportation: Explore solutions to regional transportation deficits that place particular obstacles in the path of Native Indigenous people who travel between the City and nearby homes or additional family homes for work, shopping, family connections, and health services.

2-26-001-0005 MEETINGS; ATTENDANCE

A. The Commission shall hold regular meetings at such dates and times as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice as properly posted under Arizona Open Meeting laws.

B. The Indigenous Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of four (4) voting members of the Commission.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2019-38 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration of Appointments: Board of Adjustment.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring May 2024.

Executive Summary:

The Board of Adjustment is made up of seven citizens and holds hearings on requests for variances and appeals of decisions by the Planning Director and Zoning Administrator. The Board does not have the authority to change zoning law. There are currently three seats available on the Board.

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

- Art Babbott
- Debra Lewis
- Diane Lorden
- Jed Westover

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Deasy, Councilmember Salas, and Councilmember Aslan

Financial Impact:

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

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Board Members: By appointing members at this time, the Board of Adjustment will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website, and have been made known through word of mouth by City staff and current board and commission members.

Attachments: BOA Authority

CHAPTER 2-10
BOARD OF ADJUSTMENT

SECTIONS:

2-10-001-0001 ESTABLISHMENT OF THE BOARD
2-10-001-0002 MEMBERSHIP
2-10-001-0003 MEETINGS
2-10-001-0004 POWERS AND DUTIES
2-10-001-0005 APPEALS
2-10-001-0006 RESTRICTIONS

2-10-001-0001 ESTABLISHMENT OF THE BOARD

There is hereby created a Board of Adjustment (the "Board"). (1978 Code; Ord. 2010-35, Amended, 11/16/2010)

2-10-001-0002 MEMBERSHIP

The Board of Adjustment shall be composed of seven (7) voting members.

A. Six (6) members shall be appointed by the Mayor and City Council from the citizens of the City of Flagstaff.

B. One (1) member shall be appointed by the City Council from the membership of the Planning and Zoning Commission.

C. Terms shall be for three (3) years for members.

D. The Board shall elect from its voting members a Chairperson and a Vice-Chairperson who shall serve for a term of one (1) year. The Chairperson shall have the power to administer oaths and take evidence. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-10-001-0003 MEETINGS

The meetings of the Board of Adjustment shall be open to the public and held at the time and place adopted for the regular monthly meetings of the Board. Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws. The minutes of its proceedings, showing the vote of each member and records of its examinations and other official actions shall be kept by the City Clerk as a public record.

A quorum shall consist of four (4) voting members of the Board. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-10-001-0004 POWERS AND DUTIES

The Board of Adjustment ("Board") is a quasi-judicial administrative body established by the City Council that functions on the level between enforcement officers and the Courts. The Board interprets the meaning and spirit of City Code Title 10 (Zoning Code) as enacted by the City Council; it does not have authority to make or change zoning law. The Board of Adjustment shall have the powers and duties per A.R.S. § 9-462.06 to:

A. Hear and decide appeals in which it is alleged there is an error in an order, requirement, or decision made by an administrative official in the enforcement of City Code Title 10 (Zoning Code).

B. Hear and decide appeals for variances from the terms of the Zoning Code only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the Zoning Code will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance is subject to such conditions as will ensure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

C. Reverse or affirm, wholly or in part, or modify the order, requirement, or decision of an administrative officer appealed from, and make such order, requirement, decision, or determination as necessary.

D. Adopt such rules of procedure necessary for the administration of responsibilities consistent with these regulations. (Ord. 2010-35, 11/16/2010)

2-10-001-0005 APPEALS

Any person aggrieved by a decision of the Board of Adjustment may, at any time within thirty (30) days after the Board has rendered its decision, file a complaint for special action in the superior court to review the Board’s decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed. (Ord. 2010-35, 11/16/2010)

2-10-001-0006 RESTRICTIONS

The Board of Adjustment may not:

A. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Code provided the restriction in this paragraph shall not affect the authority to grant variances pursuant to this Chapter and Division 10-20.70 (Variances).

B. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

C. Grant a variance on an appeal for any of the following:

1. Conditions or stipulations of a Zoning Map amendment.

2. Conditions of a Subdivision Plat recommended for approval by the Planning and Zoning Commission or as approved by the City Council, or of a Land Split Map.

3. Conditions of a Development Agreement.

4. Conditions of an Annexation Agreement or ordinance.

5. Conditions of a Conditional Use Permit.

6. Conditions of a Resource Mitigation Case.

7. Illegal or Prohibited Uses in any zoning district.

8. Illegal or Prohibited Signs, as listed in Division 10-50.100 (Sign Standards), in any district.

9. Determination of a requirement for a General Plan Amendment by the Planning Director.

D. Applications for any of the above-listed items shall not be accepted or processed, nor will the Board of Adjustment schedule or conduct meetings regarding the same. (Ord. 2010-35, 11/16/2010)

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration of Appointments: Transportation Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring July 2023.
Make two appointments to terms expiring July 2024.

Executive Summary:

The Transportation Commission consists of seven voting members (a representative from the Flagstaff Unified School District, a representative of NAIPTA and five citizens) and two non-voting members (City Traffic Engineer and a Police Department representative). The Transportation Commission reviews requests for changes in traffic regulations and formulates and recommends traffic-related policies and ordinances to the Council. The commission sponsors two subcommittees: the Bicycle Advisory Committee and the Pedestrian Advisory Committee, each consisting of seven voting members.

There are currently three seats which are expired and four applications. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

The applications on file are as follows:

- Brandon Cruickshank (new applicant)
- Matthew Eckhoff (new applicant)
- Jonathan Hansen (new applicant)
- Joe Koenig (new applicant)
- James Newberry (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Aslan, Councilmember Sweet, and Councilmember Salas

Financial Impact:

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

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Commissioners: By appointing members at this time, the Transportation Commission will be at full membership with one member serving as the FUSD representative with an expired seat, allowing the group to meet and provide recommendations to the City Council.
2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website and have been made known by City staff and current commission members through word of mouth.

Attachments: Transporation Commission Authority

CHAPTER 2-12
TRANSPORTATION COMMISSION

SECTIONS:

2-12-001-0001 CITY POLICY:
2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION AND MEMBERSHIP:
2-12-001-0003 TERMS OF OFFICE:
2-12-001-0004 MEETINGS:
2-12-001-0005 FUNCTIONS OF THE COMMISSION:
2-12-001-0006 OTHER POWERS:
2-12-001-0007 REPEALED:

2-12-001-0001 CITY POLICY:

It is the policy of the City, in the exercise of the powers vested in the City Council for the protection of the public safety and promotion of the general welfare, to promote the safety of the traveling public and to improve utilization of the public ways for all forms of transportation. (Ord. 1349, Amended, 02/19/1985; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION AND MEMBERSHIP:

A. There is hereby created a commission to be known as the Transportation Commission.

B. The Commission shall consist of seven (7) voting members and two (2) ex officio, nonvoting members. Each voting member shall be appointed by the City Council and shall continually reside within the City during the tenure of appointment. The Commission's membership shall be as follows:

1. The seven (7) voting members of the Commission shall consist of all of the following:

    a. Five (5) at large members selected from the general public.

    b. One (1) member appointed to represent the Flagstaff Unified School District.

    c. One (1) member appointed to represent the Northern Arizona Intergovernmental Public Transportation Authority.

2. The two (2) ex officio, nonvoting members shall consist of the following:

a. The Traffic Engineer, or his or her designee.

b. The Chief of Police, or his or her designee.

C. The Commission shall annually select one (1) of its members to serve as chairperson. (Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, Amended, 06/15/10; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0003 TERMS OF OFFICE:

Members of the Commission shall serve staggered three (3) year terms. No member may serve more than two (2) three (3) year terms.

A member's term of office shall commence with the first regular Commission meeting following his appointment and terminate with the regular Commission meeting at which his successor takes office.

A Commission member who is absent from three consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission. (Ord. 1349, Amended, 02/19/1985; Ord. 1942, Amended, 05/06/1997; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0004 MEETINGS:

The Commission shall meet quarterly and/or at the request of its Chairperson for the disposal of such business as may come before it.

Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws.

A quorum shall consist of four (4) voting members of the Commission. (Ord. 1349, Amended, 02/19/1985; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-12-001-0005 FUNCTIONS OF THE COMMISSION:

The functions of the Commission shall be:

A. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.

B. To review periodically traffic regulation actions of the Transportation Engineering Program.

C. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

D. To annually advise the City Council of the progress and expenditures of the City's Streets/Transportation Capital Improvements Program, funded by the transportation tax revenues approved by voters in the election of May 2000 and the City's road repair and street safety tax revenues approved by voters in the election of November 2014. To carry out this function, the Transportation Commission shall:

1. Meet annually with the City's Capital Improvements and Financial Services staff to review the progress of the Streets/Transportation Capital Improvement Program's ("CIP") planning and programming efforts;

2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes and road repair and street safety sales tax revenues;

3. Provide input on the Streets/Transportation CIP's prioritization scoring criteria;

4. Provide a forum for public comment and input regarding the Streets/Transportation CIP;

5. Publish an annual Streets/Transportation CIP advisory report; and

6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

E. To perform other duties relating to public safety within the scope of this Commission.

(Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2016-31, Amended, 09/20/2016)

2-12-001-0006 OTHER POWERS:

A. The Commission shall have the power to appoint subcommittees for the purpose of defining problem areas of traffic and traffic safety; proposing solutions to defined problems; or for any other undertaking which will reasonably lead to safer and more efficient traffic flow in the City.

B. The City Council hereby establishes the following advisory committees to the Transportation Commission to provide advice on special traffic and transportation topics,

and delegates to the Commission the power to appoint members to these committees. No member of the Transportation Commission shall be a member of an advisory committee. The City Council retains the power to remove a member of an advisory committee for the reasons specified in the City's Board and Commission Members' Rules and Operations Manual.

1. Bicycle Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

2. Pedestrian Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

C. The Transportation Commission shall define the operating procedures of the advisory committees, assuring compliance with the Arizona Open Meeting Law, and the City's Board and Commission Members' Rules and Operations Manual, including, but not limited to:

1. The advisory committees shall report on their activities to the Transportation Commission at each Commission meeting.

2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their respective areas of interest.

3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems. (Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014)

2-12-001-0007 REPEALED:

(Ord. 2013-06, Repealed, 09/17/2013)

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration of Appointments: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring September 2024.

Executive Summary:

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

There are two appointments to be made.

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

- Aaron Alexander Noble Dickinson (new applicant)
- Carolyn Kidd (new applicant)
- Marcela Pino (current commissioner)
- Jean Toner (current commissioner)

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

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Daggett and Councilmember Sweet

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

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

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

Background/History:

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

Community Involvement:

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

Attachments: CODA - Authority

CHAPTER 2-08
COMMISSION ON DIVERSITY AWARENESS

SECTIONS:

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

2-08-001-0001 DECLARATION OF POLICY:

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

2-08-001-0002 CREATION OF COMMISSION:

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

2-08-001-0003 TERMS OF OFFICE:

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

2-08-001-0004 FUNCTIONS:

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

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

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

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

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

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

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

2-08-001-0005 MEETINGS; ATTENDANCE:

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

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

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

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sam Beckett, Public Works Streets Section Director
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric 2022 Ford F-150 Lightning pickup in the amount of $63,372.14.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric Ford F-150 Lightning pickup in the amount of $63,372.14; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

Public Works is constantly looking for ways to enhance service capabilities while pushing for innovation all striving to meet City Council's goal of carbon neutrality. The Streets team is one of the front-line contacts for City residents and prides ourselves in being leaders within the community. This requires that Streets bring the best representation of the City when interacting with residents. Streets is currently working to build the internal infrastructure to the massive demand or street maintenance across this ever-growing city. Streets has the opportunity to purchase one of the first fully electric pick-up trucks to enter the fleet . The electric vehicle will not only help Streets meet its strategic goals by adding supporting infrastructure to our growing maintenance efforts, but this purchase will be a great example of how the City is leading the effort of a carbon neutral workforce. The electric vehicle will be tested by snow supervisors for use in snow operations, utilized by emergency traffic control staff, and used for traveling to training.

Financial Impact:

The electric vehicle purchase is funded with Highway User Revenue Funds (HURF) Acct# 040-06-161-0614-6-4401 for a budgeted amount of $63,372.14.

Policy Impact:

The purchase and equipment supports the mission to provide a high level of service possible. The electric vehicle is also the first fully electric pick-up to be added to the Streets section. The electric vehicle is a great testing opportunity for all our Streets staff to determine how electric vehicles can support the mission of Public Works moving forward.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system. This purchase would also directly align with the City's carbon neutrality plan and move us in the right direction to meet our 2030 electric vehicle goal.

Carbon Neutrality Plan

The purchase of an electric vehicle would directly align with the Carbon Neutrality Plan as this electric vehicle would be the first fully electric pick-up to be purchased for operations. The purchase of this truck aligns with the City's electric vehicle goals and sustainability goals.

Has There Been Previous Council Decision on This:

Yes, City Council has discussed the transition of City fleet to all electric vehicles on many occasions, including, in the approval of the Carbon Neutrality Plan. The Carbon Neutrality Plan outlines aggressive and industry leading goals to reduce the carbon footprint by the city. The City continues to see major growth in maintenance operations and Streets works to build out the support infrastructure to meet the highest levels of service possible to City residents. The purchase of the electric vehicle will support the City's goals.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with PFVT Motors, Inc. dba Peoria Ford for the purchase of one (1) Ford F-150 Lighting (fully electric vehicle) in the amount of $63,372.14; or
2. Do not approve the purchase.

Background/History:

City Council has discussed on many occasions transitioning the City fleet from combustion engine vehicles to electric vehicles which led to the development and adoption of the Carbon Neutrality Plan. This Carbon Neutrality Plan stands on the backbone of electric vehicles and the transition to by 2030.

The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. ADSPO17-00006937 that resulted in Contract No. ADSP017-166117 with PFVT Motors, Inc. dba Peoria Ford. The City of Flagstaff Procurement department utilized this cooperative purchase contract to obtain the best pricing for the electric vehicle.

Key Considerations:

The purchase of this fully electric Ford F-150 pick-up will support Public Works administration.

Expanded Financial Considerations:

There are no expanded financial considerations with this purchase. It is proposed to be fully funded in the FY2021-2022 budget utilizing Highway User Revenue Funds (HURF).

Community Benefits and Considerations:

This purchase would not only benefit the community by utilizing carbon efficient equipment while supporting maintenance operations, it will also be utilized for Public Works staff traveling to attend trainings. Streets intends to utilize the electric vehicle to make it very visible to City residents that the City is moving towards the "Big Shift".

Community Involvement:

The Flagstaff Carbon Neutrality Plan was presented several times in draft and for approval in open meetings by City Council. The community has had many opportunities for engagement of this Carbon Neutrality Plan.

Attachments:
COF contract
Exhibit A
Ford F-150 Picture
Exhibit B1
Exhibit B2
Exhibit B3
Exhibit B4

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-82

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 PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ford vehicles;

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. ADSPO17-00006937 that resulted in Contract No. ADSP017-166117 with Contractor ("Agency Contract"); and

C. Contractor is a dealer as described in the Agency Contract; and

D. 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:

2022 Ford F150 Crew Cab EXT Streets

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 for sixty-three thousand three hundred seventy-two dollars and fourteen cents **($63,372.14) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are 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, including, specifically changes in price for the materials.

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.

PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
QUOTE (attached)

EXHIBIT B
AGENCY CONTRACT

1. Request for Proposal Solicitation No. ADSPO17-00006937
2. March 31, 2017 Agency Contract Award Request for Proposal Solicitation No. ADSPO17-00006397
3. Contract Amendment Summary for PFVT Motors
4. PFVT Motors, LLC DBA Peoria Ford 2021 Pricing

PFVT MOTORS, INC.

CONTRACT # *ADSPO17-166117*

QUOTE DATE: 1/10/2022

CUSTOMER: CITY OF FLAGSTAFF

CONTACT: Sam Beckett

E-MAIL: Samuel.Beckett@flagstaffaz.gov

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Text: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: F-150 CREW

LEAD TIME: 30+ WEEKS

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	W1E	2022 FORD F-150 CREW CAB 4X4 - 145" WB	$ 35,869.00
2	99V	DUAL E-MOTORS WITH EXT RANGE BATTERY	$ 10,000.00
3	44L	SINGLE SPEED TRANSMISSION	INC
4	311A	XLT TRIM	$ 12,750.00
5	STD	LOCKING REAR	INC
6	STD	TRAILER TOW PACKAGE	INC
7	DIO	2 ADDITIONAL BASIC KEYS	INC
8	DIO	WINDOW TINT	INC
10	US	CLOTH SEATS	INC
11	YZ	OXFORD WHITE	INC
12	STD	POWER EQUIPMENT PACKAGE	INC
13	STD	CRUISE CONTROL	INC
14	INC	NO CHARGE FOR DELIVERY	INC
		TAXABLE TOTAL	$ 58,619.00
		SALES TAX	$ 4,748.14
		WARRANTY COST	$ -
		TIRE TAX	$ 5.00
		FREIGHT	$ -
		TOTAL PER UNIT	$ 63,372.14
		QUANTITY OF UNITS	1
		PO TOTAL	**$ 63,372.14**

***ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:**

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)
- 4WD TRUCKS - SKID PLATES

Section 1:
Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide **Vehicles, New Purchases**, which in general terms includes services associated with the purchase of new, not previously owned, vehicles. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at:

https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

Part 1:	Section 1:	Solicitation Summary	*ProcureAZ file #1:* Open First_17-6937_Summary_Part 1
Part 2:	Section 2-A:	Scope of Work	*ProcureAZ file #2:* 17-6937_Solicitation_Part 2
	Section 2-B:	Pricing Document	
	Section 2-C:	Special Terms and Conditions	
	Section 2-D:	Uniform Terms and Conditions	
Part 3:	Section 3-A:	Instructions to Offerors	*ProcureAZ file #3:* 17-6937_Attachments_Part 3
	Section 3-B:	Offer Forms	

3.0 How and When Proposals Are Due

Proposals will only be accepted **online in the "ProcureAZ" system at https://procure.az.gov until the "Bid Opening Date" indicated in ProcureAZ for the Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ.

4.0 Pre-Offer Conference

The State **WILL** conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is **optional**. Refer to paragraph 2.7 of the Instructions to Offerors for more information.

5.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the "Q&A" tab within ProcureAZ. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

End of Section 1

Part 2: Scope, Pricing and Terms and Conditions

Table of Contents

SECTION 2-A: Scope of Work 2
1.0 PURPOSE AND BACKGROUND 2
2.0 TYPE OF CONTRACT 2
3.0 GENERAL REQUIREMENTS 2
4.0 VEHICLES PROVIDED 3
5.0 WARRANTY 4
6.0 VEHICLE UPFIT / MODIFICATIONS 4
7.0 MINIMUM VEHICLE REQUIREMENTS: 5
8.0 SPECIFIC REQUIREMENTS FOR TRUCKS (WHEN AVAILABLE) 5
SECTION 2-B: Pricing Document 7
1.0 Compensation 7
2.0 Pricing 7
3.0 Funding 8
4.0 Invoicing 9
5.0 Payments 10
SECTION 2-C: Special Terms and Conditions 11
SECTION 2-D: Uniform Terms and Conditions 28

SECTION 2-A: Scope of Work

1.0 Purpose and Background

1.1 **Purpose:** The Arizona Department of Administration; State Procurement Office, (The State) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, full electric) including but not limited to: Sedans, Trucks, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

1.2 **Background:** The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.0 Type of Contract

2.1 The Contract shall be on an "as needed, if needed" basis. There is no guarantee as to the amount of work that may be performed under any resulting Contract.

2.2 This will be a mandatory statewide contract that is available to all Eligible Agencies. The contracted goods or services shall be performed on behalf of the requesting Eligible Agency at the receipt of a fully executed purchase order.

2.3 The contract may be awarded to multiple vendors.

3.0 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2017 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.3.1 Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing and all discounts and bid assistances should be passed onto the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 The Contractor shall supply a quote within three (3) calendar days after receiving request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.5.1 All vehicles are to be billed at prices in effect at the time of order, not the date of shipment

3.5.2 Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment 3-A.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement

3.9.2 Warranty Document

3.9.3 Manufacturers unaltered invoice

3.9.4 The retail price label must be affixed to the window of all vehicles delivered

3.9.5 Delayed warranty / in service start request form (if requested by ordering entity)

3.9.6 Level 1 Inspection if applicable, completed before delivery

3.10 Within ninety (90) calendar days after receipt of a purchase order, Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered. If confirmation of manufacturer's VIN #'s is not received with in this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. The Eligible Agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4.0 Vehicles Provided

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.1.1 "Vehicles" for the purpose of this solicitation shall conform to the definition of all vehicles listed as defined in 49 C.F.R § 523 – Vehicle Classification

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Contracting Officer.

4.4 The following fuel types are allowable under this contract.

4.4.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85

4.4.2 Diesel

4.4.3 Gasoline

4.4.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.4.5 Hybrid-Electric Vehicles (HEV)

4.4.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.4.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.4.8 Fuel Cell Vehicles (FCV)

5.0 Warranty

5.1 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date of acceptance.

5.2 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

5.3 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5.4 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

5.5 Contractors are encouraged to provide the State additional warranty packages that would exceed the minimum requirements as a separate document. Additional warranty information may be included on Attachment 3-A.

5.6 **Hybrid / Electric Vehicle Warranty:** Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

6.0 Vehicle Up-fit / Modifications

6.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or and one-ton truck may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

6.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor

shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

7.0 Minimum Vehicle Requirements: All prices shall include the following equipment:

7.1 All standard factory equipment

7.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

7.3 Bluetooth capabilities

7.4 AM/FM/CD radio

7.5 Cruise Control

7.6 Power Door Locks/Power Windows

7.6.1 Power Mirrors when available

7.7 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

7.7.1 Type of keys to be provided shall be indicated on quote.

7.8 Air conditioning

7.8.1 Rear air conditioning on all vehicles, when available

7.9 Cloth seats

7.10 Rear view mirrors including on driver and passenger doors

7.10.1 FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

7.11 Spare tire

7.11.1 Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

7.9.1.1 If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

7.12 Floor Mats

7.12.1 O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

7.12.2 Fixed driver floor mat

7.13 Arizona legal tinted glass

8.0 Specific Requirements for Trucks (when available)

8.1 Anti-slip differential for ¾ and 1 ton, two-wheel drive pickup trucks

8.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

8.3 Front tow hooks

9.0 Federal Requirements (The following terms are required for federal funded projects. These terms may be waived for non-federal funded projects. It is the Contractor's responsibility to verify with the Eligible Agency prior to order placement if purchases are federally funded.)

9.1 **FTA REGULATORY COMPLIANCE**: Specific provisions in the contract include, in part, certain standard terms and conditions required by the Federal Transit Administration (FTA), as set forth in 49 C.F.R. and FTA Circular, dated November 1, 2008, or current circular, as amended, are hereby incorporated by reference. Notwithstanding anything to the contrary in the contract, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Eligible Agencies requests which would cause the State to be in violation of the FTA terms and conditions. The contractor shall comply with the required FTA clauses set forth in this RFP. The contractor's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the terms of the contract, shall constitute a material breach of the contract. All forms required as part of this proposal are included in the contract by reference.

9.2 **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Agreement can be found on the Federal Transit Administration website at https://www.transit.dot.gov/funding/bpa-resources/blanket-purchase-agreement-program

End of Section 2-A

SECTION 2-B: Pricing

1.0 Compensation

1.1 The contract price shall be firm for the contract period.

1.2 Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) entrance tools and a full tank of fuel less delivery fuel per vehicle.

1.2.1 For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows: 1700 W Washington, Phoenix Arizona 85007

1.3 Delivery costs for each county outside of the Phoenix area shall be indicated on Attachment 4. This will be an added cost to the contract price.

1.4 Phase 1 and 2 pricing for vehicles shall be the Contractor's cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable vehicle.

1.4.1 Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

1.4.2 Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.

1.4.3 Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.

1.4.4 Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES: The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.2 All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.3.3 All requests will be submitted within the same excel file as initial pricing is submitted with offer and titled with effective date, i.e. "Contract Pricing effective (mm.yyyy)".

2.4 PRICE REDUCTIONS: Price reductions shall by immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES: Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Arizona State Parks in advance and be in accordance with the contract rate.

2.6 TRAVEL: Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

2.8 PUBLICITY: Contractor shall submit to the Contracting Officer for written approval for all advertising and publicity matters relating to this Contract. It is within the Contracting Officer's sole discretion whether to provide approval, which approval must be in writing.

2.9 SALES PROMOTIONS: Contractor may conduct sales promotions involving specific products or groups specified herein for specified time periods. Approval shall be in the form of a contract amendment. Pricing shall be available to all Eligible Agencies through the dates specified in the request. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

3.0 Funding

No particular funding considerations apart from what is listed in the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number (Master Blanket Purchase Order Number)	●
Order number (typically the ProcureAZ MBPO# : Release#)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract item description	●
Quantity delivered or performed	●
Unit of measure	●
Item list price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

4.3.1 Materials or Services that have not been authorized on an acknowledged Order;

4.3.2 expediting, overtime, premiums, or upcharges absent State's express prior approval;

4.3.3 or Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the Eligible Agency or Co-Op Buyer using the form provided or required by the Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it

determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2.1 are sent to an incorrect address;

4.6.2.2 do not reference the correct State contract number; or

4.6.2.3 are payable to any Person other than the Contractor.

4.6.3 The Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in the Special Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer.
1.6	**Pricing Document**	"Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.11	**Co-Op Buyer**	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors

"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.

1.15 Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1.15.1 "Release" or "Release Purchase Order" in ProcureAZ;

1.15.2 "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or

1.15.3 "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.16 ProcureAZ

"ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:
https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

NOTE (2): The URL for ProcureAZ itself is:
https://procure.az.gov/

1.17 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

2.1.1 assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;

2.1.2 uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3 uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4 uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

2.1.5 uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6 uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.1 CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.2 Contract Amendments;

2.2.2.1 the Solicitation Documents, in the order:

2.2.2.2 Special Terms and Conditions;

2.2.2.3 Exhibits to the Special Terms and Conditions;

2.2.2.4 Uniform Terms and Conditions;

2.2.2.5 Scope of Work;

2.2.2.6 Exhibits to the Scope of Work;

2.2.2.7 Pricing Document;

2.2.2.8 Specifications; and

2.2.2.9 any other documents referenced or included in the Solicitation;

2.2.2.10 Orders, in reverse chronological order; and

2.2.2.11 Accepted Offer.

2.2.3 ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for one (1) year unless canceled, terminated, or permissibly extended.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

3.4.1 extension of the term of the Contract within the maximum aggregate term;

3.4.2 revision to Procurement Officer appointment or contact information; or

3.4.3 modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into

Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

3.13.1 The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

3.13.2 Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials or providing Services to the ordering entity under a resultant Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement

3.13.3 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and

other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.13.4 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources

3.13.4.1 This administrative fee doesn't not apply to the purchase of Vehicles, Cab and Chassis or Bulk Fuel.

3.13.5 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources

3.13.5.1 A report shall be submitted every quarter for the life of any resultant contract. Instructions are provided on the SPO website for usage reports being submitted with zero sales to report.

3.13.6 Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.

3.13.7 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.14.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

3.14.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

3.14.3 As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

3.14.4 As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.14.5 When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performanceof their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 22.5 [*Right of Offset*].

3.17 Dealership,

3.17.1 The Contractor may submit, at any time during the contract period, new dealerships,

	Participating Service and Delivery Locations	participating services and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically.

4.0 Costs and Payments

4.1	**Payments**	4.1.1	PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.
		4.1.2	PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.
4.2	**Applicable Taxes**	4.2.1	CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
		4.2.2	TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1	**Contract Amendments**	The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2	**Assignment and Delegation**	5.2.1	IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
		5.2.2	IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair

State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Legal Liability	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed

by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 2,000,000
Annual Aggregate	$ 4,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address**) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (**Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007**).The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION**.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents,

employees, or volunteers.

6.3.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the

other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 19.3 [*Assignment and* Delegation] that expressly recognizes the event.

7.6 Lobbying

7.6.1 PROHIBITION.

(c) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(d) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(e) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.6.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.7 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Services

11.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

11.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

11.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

11.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

11.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

11.6 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

11.7 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.8 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

11.9 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

11.9.1 Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

11.9.2 State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

11.9.3 Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

End of Section 2-B

SECTION 2-D:

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 15.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2.2	**Implied Terms**	Each provision of law and any terms required by law to be in this Contract are a part of this

Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other

and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively

referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Contract Claims**	All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1	**Arbitration**	The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1	**Comments Welcome**	The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

Part 3 of the Solicitation

CONTENTS:

SECTION 3-A: ..... INSTRUCTIONS TO OFFERORS 2
SECTION 3-B: ..... OFFER FORMS (ATTACHMENTS) 13
ATTACHMENT 1 ..... OFFER AND ACCEPTANCE FORM 14
ATTACHMENT 2-A ..... EXPERIENCE AND CAPACITY QUESTIONNAIRE 15
ATTACHMENT 2-B ..... ORGANIZATION PROFILE 18
ATTACHMENT 3-A ..... METHOD PROPOSAL (METHOD OF APPROACH) 19
ATTACHMENT 3-B ..... KEY PERSONNEL PROPOSAL 20
ATTACHMENT 3-C ..... PROPOSED SUBCONTRACTORS 22
ATTACHMENT 3-D ..... RESERVED 23
ATTACHMENT 3-E ..... BOYCOTT OF ISRAEL DISCLOSURE 26
ATTACHMENT 4 ..... STATE PRICING DOCUMENT 27
ATTACHMENT 5-A ..... CONFIDENTIAL INFORMATION DESIGNATION 28
ATTACHMENT 5-B ..... CONFORMANCE STATEMENTS 30
ATTACHMENT 5-C ..... INSURANCE AND BONDING EVIDENCE 34
ATTACHMENT 5-D ..... OFFER CHECKLIST 35

Section 3-A: Instructions to Offerors

1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

1.1 Arizona Procurement Code; A.R.S.; A.A.C.

"Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur,* in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

The Arizona State Legislature provides the official A.R.S. online at:

http://www.azleg.gov/ArizonaRevisedStatutes.asp

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

http://www.azsos.gov/rules/arizona-administrative-code

1.2 Clarifications

"Clarifications" means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

"Contract" is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

"Contract Amendment" is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

Contract Terms and Conditions" is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

"Contractor" is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

"Evaluation" means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

"Negotiation" means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award

"Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.

1.10	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.11	**Offeror**	"Offeror" is the Person submitting an Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.
1.12	**Pricing Document**	"Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.13	**ProcureAZ**	"ProcureAZ" is defined in paragraph 1.16 of the Special Terms and Conditions.
1.14	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in ProcureAZ.
1.15	**Solicitation**	"Solicitation" means this procurement solicitation, which State is issuing as either: 1. an invitation for bids ("IFB") under A.R.S. § 41-2533; 2. a request for proposals ("RFP") under A.R.S. § 41-2534; 3. a request for quotations ("RFQ") under A.R.S. § 41-2535; or 4. a request for qualifications under A.R.S. §41-2558. Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
1.16	**Solicitation Amendment**	"Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
1.17	**Solicitation Summary**	"Solicitation Summary" means Section 1 of the Solicitation Documents.
1.18	**State**	"State" is defined in paragraph 1.11 of the Uniform Terms and Conditions.
1.19	**Subcontract**	"Subcontract" is defined in paragraph 1.13 of the Uniform Terms and Conditions.
1.20	**Subcontractor**	"Subcontractor" is defined in paragraph 1.19 of the Uniform Terms and Conditions.

2.0 Solicitation Inquiries

2.1	**Duty to Examine**	Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.

2.2 State Contact Person

Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the ProcureAZ Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.

2.3 Submission of Inquiries

Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.

1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
   - by phone at (602) 542-7600, option 1; or
   - by email to procure@azdoa.gov.
2. Submit all other inquiries about the Solicitation using the online form under **the "Q&A" tab for the Solicitation in ProcureAZ.** Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted **less than 3 (three) business days before the offer due date and time**.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 Verbal or Email Responses

An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.

2.7 Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

3.0 Offer Preparation

3.1 Online Documents

The Solicitation Documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.

3.2 Electronic Submissions

When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.

3.3 Deviations in Offer

When submitting an Offer, flag clearly any deviations from the Specifications or other Solicitation technical requirements documents. Any un-flagged deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

3.4 Evidence of Intent

Every one of your Offers must contain Attachment 1 [*Offer and Acceptance Form*] with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.

3.5 Exceptions to Solicitation Documents

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [*Conformance Statement*] **and also indicate that exceptions are being taken under the "Terms & Conditions" tab for the Solicitation in ProcureAZ**. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

3.6 Insurance and Bonds

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [*Insurance and Bonding Evidence*].

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [*Contractor Insurance Requirements*] on the grounds that it is confidential information, then **you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A** [*Designation of Confidential Information*].

Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.

3.7 Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.

3.8 Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

3.9 Waste Tire Fee

As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed $1.00 for each new tire contained on or in new vehicles for any GVW.

3.10 Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. § 6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

3.11 Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement

activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

3.12 Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.

3.13 Cost of Offer Preparation

State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

3.14 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4.0 Submission of Offer

4.1 Required Offer Content

Submit all of the Initial Offer content called for in Section 3-B: Offer Forms (Attachments). To be Responsive, each **Revised Offer or a Best and Final Offer must contain all of the Attachments indicated in the applicable Procurement Officer request** for Revised Offer or request for Best and Final Offer. If Procurement Officer does not request that a Revised Offer or Best and Final Offer include revision of an Attachment from its initial or previously-revised form, as applicable, then (1) Offeror shall not submit any revision of that Attachment with the Revised Offer or a Best and Final Offer, and Procurement Officer will disregard any such unrequested revision and (2) that Attachment be valid in its initial or previously-revised form, as applicable, for the duration of the Revised Offer or Best and Final Offer validity period.

4.2 Attachment Forms

If an Attachment indicates that a “Form” is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states “See Attachment X Supplement (#1 of 2)”, etc., and the additional document is clearly marked as “Attachment X Supplement (#1 of 2),” etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such “additional” document as an individual file and name the file to match the document title.

NOTE (3): Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded (referred to as "attachments" in ProcureAZ) as part of each Offer.

NOTE (4): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.

4.3 Pricing

If there are specific "Items" (line items) for the Solicitation in ProcureAZ, then submit pricing for the Offer directly in ProcureAZ for each such Item.

If a Pricing Document has been provided as an Attachment Form, then submit pricing for the Offer in the indicated blanks in that Attachment.

If no specific pricing input or form has been provided with the Solicitation, then submit pricing for the Offer in the form and format specified in Attachment 4 [*Pricing Document*]. If nothing is specified or if no Attachment 4 in included in the Solicitation documents, then submit pricing for the Offer in a form and format of your choosing that coherently and comprehensively presents the pricing being offered.

4.4 Submission

Submit each Offer online in ProcureAZ at https://procure.az.gov before the "Bid Opening Date" indicated for the "Solicitation No." at the top of these Instructions to Offerors. State will not consider a proposal submitted by any other method other than ProcureAZ, and it will be deemed void upon submission. By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using ProcureAZ requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in ProcureAZ carefully, since the ProcureAZ Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in ProcureAZ. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments – if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [*Designation of Confidential Information*] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a detailed explanation as to why **each item or category of items** in

the proposal should be designated confidential information.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in ProcureAZ after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in ProcureAZ promptly after the opening date.

4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;

6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

6.0 Evaluation of Offers

6.1 Offer Validity Period

By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

6.2 Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

6.3 Oral Presentations

The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

6.4 Cost or Pricing Data

Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and
3. determination that the data is not defective under A.A.C. R2-7-705.

6.5 Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

6.5.1 **Cost;** (OFFEROR'S COST PROPOSAL, as provided in Offeror's response to Attachment 4.)

6.5.2 **Capacity of Offeror, Experience**: (OFFEROR'S EXPERIENCE AND CAPACITY, as demonstrated in Offeror's response to Attachment 2-A, taken together with Offeror's responses to Attachment 2 B and any other aspect of the Offer that Procurement Officer determines is appropriate) and

6.5.3 **Methodology**. (OFFEROR'S PROPOSED APPROACH, as set out in Offeror's response to Attachment 3-A, taken together with Offeror's responses to Attachments 3 B, 3-C, 3-D, 5-B, and 5 C, and any other aspect of the Offer that Procurement Officer determines is appropriate)

6.6 Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

6.7 Financial Stability

You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

6.8 Consideration of Exceptions

Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.

6.9 Consideration of Deviations

Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.

6.10 Consideration of Prompt Payment Discount

Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.

6.11 Consideration of Taxes

Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.

6.12 Consideration of Cost

Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.

Contract award will be made after careful evaluation and will be based primarily on the Contractor's ability to provide the lowest total price on selected vehicles.

6.13 Unit Price Prevails

In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.

6.14 Waiver and Rejection

Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

7.1 Best Advantage to State

Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.

7.2 Number of Types of Awards

State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.

7.3 Contract Inception

Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.

7.4 Contract Document Consolidation

State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and 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 being requested.

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 201
Phoenix, Arizona, 85007

End of Section 3-A

Section 3-B: Offer Forms (Attachments)

ATTACHMENT 1..... OFFER AND ACCEPTANCE FORM 14
ATTACHMENT 2-A.... EXPERIENCE AND CAPACITY QUESTIONNAIRE 15
ATTACHMENT 2-B.... ORGANIZATION PROFILE 18
ATTACHMENT 3-A.... METHOD PROPOSAL (METHOD OF APPROACH) 19
ATTACHMENT 3-B.... KEY PERSONNEL PROPOSAL 20
ATTACHMENT 3-C ... PROPOSED SUBCONTRACTORS 22
ATTACHMENT 3-D ... FEDERAL REQUIREMENTS 23
ATTACHMENT 3-E.... BOYCOTT OF ISRAEL DISCLOSURE 26
ATTACHMENT 4 ..... STATE PRICING DOCUMENT 27
ATTACHMENT 5-A.... CONFIDENTIAL INFORMATION DESIGNATION 28
ATTACHMENT 5-B.... CONFORMANCE STATEMENTS 30
ATTACHMENT 5-C ... INSURANCE AND BONDING EVIDENCE 34
ATTACHMENT 5-D ... OFFER CHECKLIST 35
EXHIBIT A SERVICE COUNTIES 36
EXHIBIT B USAGE REPORTS / ADMIN FEES 37
EXHIBIT C EXAMPLE OF CERTIFICATE OF INSURANCE 38

- -

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x			
Offeror company name		Signature of person authorized to sign Offer	Initials
x		x	
Address		Printed name and title	
x		x	
City | State | ZIP		Contact name and title	
x		x	x
Federal tax identifier (EIN or SSN)		Email Address	Phone Number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract No. is:	**The effective date of the Contract is:**
Lori Noyes, Procurement Officer	Contract awarded date

Attachment 2-A

Experience and Capacity Questionnaire

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

Question 1: **Describe the Offeror's experience and involvement in the industry described in this solicitation.**

Offeror Response:

Click here to enter your response.

Question 2: **Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services.**

Offeror Response:

Click here to enter your response.

Question 3: **Describe in detail Offeror's ability and capacity to perform under this statewide contract. The description shall at a minimum describe:**

- **Details on Offeror's ability and capacity to administer and manage multiple individual accounts**
- **Details on Offeror's inventory and transportation logistic ability to satisfy statewide delivery needs of multiple agencies.**
- **Any minimum order requirements.**
- **Any bulk volume discounts requirements.**

Offeror Response:

Click here to enter your response.

Question 4: **Include any additional information that demonstrates the experience and capacity of the Offeror and the proposed key employees for the performance of any resultant contract.**

Offeror Response:

Click here to enter your response.

Question 5: **Eligible Agencies may need to purchase vehicles with FTA funds. Indicate the Offeror's ability to comply with all of the current FTA regulations in regards to vehicle purchases.**

Offeror Response:

Click here to enter your response.

EXPERIENCE AND REFERENCES:

The State intends to conduct reference checks for all accounts provided by Offerors. The State may, at its sole discretion, contact additional clients not presented as references. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

2	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

3	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

4	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

5	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

6	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

End of Attachment 2-A

Attachment 2-B
Organization Profile

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

ORGANIZATION PROFILE

Offeror Name	x	Year established	x
Principal address (street, city, state)	x		
Entity type:	x	Structure:	x
Branch or Division:	x	Parent:	x
Years of experience providing goods similar in type and quantity as required by this Solicitation.			x
Years of experience performing services similar in size and scope as required by this Solicitation.			x
Years the organization has conducted business in Arizona.			x

Contract Representatives to Contact

	Name	Title	Telephone Number	E-Mail Address
1.	x	x	x	x
2.	x	x	x	x
3.	x	x	x	x

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.				
5.				
6.				

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
7.			
8.			
9.			

End of Attachment 2-B

Attachment 3-A

Method Proposal (Method of Approach)

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

Question 1: **Please provide a narrative response that describes your organization's overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum;**

- **Clearly state your understanding of the Scope of Work and all requirements.**
- **Provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.**
- **Provide a description of how your organization tracks problem resolution responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.**

Offeror Response:

Click here to enter your response.

Question 2: **Describe the process for communication with the State regarding contract administration, including but not limited to, product changes, price changes and updated vendor information and general communications.**

Offeror Response:

Click here to enter your response.

Question 3: **Offeror shall give a narrative to the products available as well as list any availability for services if needed and state what those services are. Pricing for proposed services shall be listed within the excel file titled, "State Pricing Document".**

Offeror Response:

Click here to enter your response.

Question 4: **The Offeror shall explain their minimum warranties that are included for all their products and services. If needed, additional documents may be uploaded as attachments titled "Additional Warranty Information"**

Offeror Response:

Click here to enter your response.

Question 5: **The Offeror shall indicate if a website is available to check order status as oulined in paragraph 3.6 of the Scope of Work.**

Offeror Response:

Click here to enter your response.

End of Attachment 3-A

Attachment 3-B

Key Personnel Proposal

The State requires one main point of conduct for any resultant contract with at least one back up personnel who understands the Scope of the contract. Answer all questions thoroughly in the spaces provided. Attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form.

1	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

2	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

3	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

4	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

End of Attachment 3-B

Attachment 3-C

Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

◯	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

◯	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		
10.	Name	select		

End of Attachment 3-C

Attachment 3-D

Federal Requirements

BUY AMERICA

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

Certificate of Compliance with 49 U.S.C. 5323(j))(l)
The bidder or Offeror hereby certifies that it shall meet the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 CFR Part 661.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

Certificate of Non-Compliance with 49 US.C. 5323(j)(l)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(l), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C)
The bidder or Offeror hereby certifies that it shall comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

Certificate of Non-Compliance with 49 US. C. 5323(j) (2) (C)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to' 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

GOVERNMENT DEBARMENT & SUSPENSION,

49CFR PART 29

Executive Order 12549

(1) The Offeror and/or any of its Principals

(a) Are **[ ]** are not **[ ]** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or its recipients;

(b) Have **[ ]** have not **[ ]** within a three year period preceding this offer, have been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining or, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; and

(c) Are **[ ]** are not **[ ]** presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision 1 (a) (b) if this provision.

"Principals" for the purpose of this certification, means Offerors; Owners; Partners; and, Persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false fictitious or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) A Certification that any of the items in paragraph (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(4) Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature: _____ Date_____

Printed Name: _____

Company: _____

Title: _____

End of Attachment 3-D

Attachment 3-E

Boycott of Israel Disclosure

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

End of Attachment 3-E

Attachment 4

State Pricing Document

Pricing (submitted through ProcureAZ): Pricing shall be submitted by the Offeror in the form of an uploaded Price List (i.e. excel spreadsheet), in ProcureAZ in accordance to the Special Instructions to Offerors.

Offeror shall indicate cost within the provided excel document titled, "State Pricing Document", and upload the completed file as an attachment with their offer in ProcureAZ.

Statewide Capacity: The Offeror shall indicate their ability to accommodate a statewide contract. Offeror's can find a map of listed counties in Exhibit A. Indicate service availability along with applicable delivery/transportation fees below: (If service is available and there is no charge, place a zero (0) under cost)

	Y/N	Cost		Y/N	Cost		Y/N	Cost
Apache:	__	$ _____	Greenlee:	__	$ _____	Pima:	__	$ _____
Cochise:	__	$ _____	La Paz:	__	$ _____	Pinal:	__	$ _____
Coconino:	__	$ _____	Maricopa:	__	$ _____	Santa Cruz:	__	$ _____
Gila:	__	$ _____	Mohave:	__	$ _____	Yavapai:	__	$ _____
Graham:	__	$ _____	Navajo:	__	$ _____	Yuma:	__	$ _____

End of Attachment 4

Attachment 5-A

Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

◯	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
◯	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

x Offeror Company Name	Signature of Authorized Person
x Address	x Printed Name
x City State Zip	x Title

End of Attachment 5-A

Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B

Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.7 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 1 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Solicitation Summary in Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents and the and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Solicitation Summary in Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 3 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 3 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Section 2-B: Pricing Document		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Company Name	Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Article / Paragraph or Exhibit Reference	**Proposed Changes / Alternate Language**	**Rationale for Proposed Change**
Section 3-B: Uniform Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Company Name	Signature of Person Authorized to Sign

End of Attachment 5-B

Attachment 5-C

Insurance and Bonding Evidence

Please provide a copy of your current insurance certificate that meets or exceeds the requirements set forth in Special Terms and Conditions.

End of Attachment 5-C

Attachment 5-D

Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	☐ YES ☐ no
2.	Attachment 2-A: Experience and Capacity Questionnaire	☐ YES ☐ no
3.	Attachment 2-B: Organization Profile	☐ YES ☐ no
4.	Attachment 3-A: Method Proposal	☐ YES ☐ no
5.	Attachment 3-B: Key Personnel Proposal	☐ YES ☐ no
6.	Attachment 3-C: Proposed Subcontractors	☐ YES ☐ no
7.	Attachment 3-D: Performance Guarantee	☐ YES ☐ no
8.	Attachment 3-E: Israel Boycott Disclosure	☐ YES ☐ no
9.	Attachment 4: Pricing Sheet	☐ YES ☐ no
10.	State Pricing Document (excel file)	☐ YES ☐ no
11.	Attachment 5-A: Confidential Information Designation	☐ YES ☐ no
12.	Attachment 5-B: Conformance Statements	☐ YES ☐ no
13.	Attachment 5-C: Insurance Certificate	☐ YES ☐ no
14.	Attachment 5-D: Offer Checklist	☐ YES ☐ no

End of Attachment 5-D

Section 3-C: Exhibits

Exhibit A
Service Counties

Offeror shall indicate on Attachment 4 their ability to provide services for each of the counties indicated on the map below:

Exhibit B
Usage Reports / Admin Fees

Estimated Spend: The State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated and completed on any awarded contract.

Usage report: This file can be found at: https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Example of Quarterly Usage Report:

Procure.AZ.gov
Arizona's Procurement Solution

SPO Form 801
Updated: October 1, 2014

Usage Report & Admin Fee

Quarter: July 1 - September 30, 2014 , SFY15-1, CY14-3
Contract No :

Contract Description:
Vendor Name
Vendor Contact Person:
Phone No.:
E-Mail:

A. State Agency Customers

Includes agencies, boards and commissions of the State of Arizona. List State Agency Customer's primary name first, then any subsequent department, division or office names. Click on link below for an updated list.

State Agency List

A. State Customers Sales Receipts Tot: -

Or number of similar ordering document issued by the Customer: Purchase Order No.	Acutal amounts received under the referenced Purchase Order, minus Taxes, Returns or Credits: Sales Receipts	No admin fee

B. State Purchasing Cooperative Customers

Includes Cities, Counties, School Districts, nonprofit organizations, etc. List Cooperative Customer's primary name first, then any subsequent department, division or office names. Click link below for an updated list.

State Purchasing Cooperative Membership List

B. Cooperative Customers Sales Receipts Tot: -

C. Admin Fee Tot: -

Or number of similar ordering document issued by the Customer: Purchase Order No.	Acutal amounts received under the referenced Purchase Order, minus Taxes, Returns or Credits: Sales Receipts	One percent (1.0) of Sales Receipts: 1% Admin Fee

Page 1 of 1

Exhibit C

CERTIFICATE OF INSURANCE

CONTRACT NO. ADSPO16-00XXXXXX

VENDOR

ADOA – SPO
100 N 15th Avenue,
Suite 201
PHOENIX, AZ 85007

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	A	
	B	
NAME AND ADDRESS OF INSURED:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
GENERAL AGGREGATE: BODILY INJURY: PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED	$2,000,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE BUSINESS AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	$500,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
EACH OCCURRENCE	$1,000,000.00		PROFESSIONAL LIABILITY		
	ACTUAL REPLACEMENT COST		PERSONAL PROPERTY (IF APPLICABLE)		

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER
ADOA – SPO
100 N 15th Ave, Suite 201
Phoenix, Arizona 85007

DATE ISSUED_____

_____
AUTHORIZED REPRESENTATIVE

SAMPLE

End of Part 3

Douglas A. Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: cwelsh@peoriaford.com

March 31, 2017

Chad Welsh, Fleet Manager
PFVT Motors, LLC dba Peoria Ford
9130 W Bell Road
Peoria, AZ 85382

Subject: RFP ADSPO17-00006397, Vehicles, New Purchases
Notice of Solicitation Results (Quote #000043839)

Dear Offeror:

Thank you for submitting a response to Request for Proposal Solicitation No ADSPO17-00006397, Vehicles, New Purchases. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on **04/01/2017** and terminate on **03/31/2018**.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ. Your contract number is ADSPO17-166117. Please reference this number on all quotes given under this contract. Attached you will find the updated Offer and Acceptance with your contract number noted, please sign and return this form to me along with a completed pricing excel document for all 2017 vehicles available for purchase under this contract. We will set up an award meeting to go through the terms of your contract at a later date.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. If you have not already submitted your insurance documents, please submit your certificate of insurance to me no later than **04/07/2017**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Lori Noyes
Statewide Procurement Manager

cc: Procurement File

	Request for Proposal Solicitation No. **ADSPO17-00006397** Description: **Vehicles, New Purchases**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 201 Phoenix, AZ 85007

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x PFVT Motors, LLC dba Peoria Ford Offeror company name	W-7 McC Signature of person authorized to sign Offer — Initials
x 9130 W Bell Road Address	x Chad Welsh Printed name and title
x Peoria, AZ 85382 City | State | ZIP	x Fleet Manager Contact name and title
x 20-3759783 Federal tax identifier (EIN or SSN)	x cwelsh@peoriaford.com x 480-696-5030 Email Address — Phone Number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract No. is: ADSPO17-166117	**The effective date of the Contract is:**
Lori Noyes, Procurement Officer	3.31.2017 Contract awarded date

PFVT MOTORS, LLC DBA PEORIA FORD 2021 PRICING

Make	Vehicle Category	Model	Model Code	Fuel	Additional Description	MSRP	Cutoff Dates	2021 Base Pricing
FORD	CUTAWAY VAN	2021 ECONOLINE	E3F	Unleaded	2021 E350 Cutaway	$ 35,780.00	TBD	$ 28,046.00
Ford	CUTAWAY VAN	2021 ECONOLINE	E3F	Unleaded	2021 E350 Cutaway DRW	$ 36,205.00	TBD	$ 28,237.00
FORD	CUTAWAY VAN	2021 ECONOLINE	E4F	Unleaded	2021 E450 Cutaway	$ 38,975.00	TBD	$ 30,810.00
Ford	MID-SIZE SUV	BRONCO	E5B	Unleaded	Bronco Base 4 Door 4x4	TBD	TBD	TBD
Ford	COMPACT SUV	BRONCO SPORT	R9A	Unleaded	BRONCO SPORT 4 DOOR 4X4	$ 28,362.00	TBD	$ 25,399.00
FORD	SUB-COMPACT SUV	Ecosport	S2F	Unleaded	S FWD	$ 21,680.00	TBD	$ 19,995.00
FORD	SUB-COMPACT SUV	Ecosport	S3F	Unleaded	S 4x4	$ 22,995.00	TBD	$ 22,367.00
FORD	CROSSOVER	EDGE	K3G	Unleaded	SE FWD	$ 31,100.00	TBD	$ 28,292.00
Ford	CROSSOVER	EDGE	K3J	Unleaded	Crossover 5-Door FWD	$ 36,225.00	TBD	$ 30,929.00
FORD	CROSSOVER	EDGE	K4G	Unleaded	SE AWD	$ 33,095.00	TBD	$ 30,076.00
Ford	CROSSOVER	EDGE	K4J	Unleaded	Crossover 5-Door AWD	$ 38,030.00	TBD	$ 33,030.00
FORD	COMPACT SUV	ESCAPE	U0B	Hybrid	SE Sport Hybrid FWD	$ 29,460.00	TBD	$ 24,564.00
FORD	COMPACT SUV	ESCAPE	U0F	Unleaded	S FWD	$ 24,885.00	TBD	$ 21,470.00
Ford	COMPACT	ESCAPE	U0G	Unleaded	Compact 5-Door FWD SUV	$ 27,965.00	TBD	$ 24,599.00
FORD	COMPACT SUV	ESCAPE	U9B	Hybrid	SE Sport Hybrid 4WD	$ 30,960.00	TBD	$ 27,245.00
Ford	COMPACT	ESCAPE	U9F	Unleaded	Compact 5 Door AWD SUV	$ 27,740.00	TBD	$ 24,630.00
FORD	COMPACT SUV	ESCAPE	U9G	Unleaded	SE 4WD	$ 26,385.00	TBD	$ 24,871.00
FORD	COMPACT ELECTRIC SUV	ESCAPE PHEV	U0E	Plug-In	SE FWD PHEV ELECTRIC	$ 33,040.00	TBD	$ 29,818.00
FORD	FULL SIZE SUV	EXPEDITION	U1F	Unleaded	XL 4X2	$ 48,990.00	TBD	$ 38,117.00
FORD	FULL SIZE SUV	EXPEDITION	U1G	Unleaded	XL 4X4	$ 51,990.00	TBD	$ 40,937.00
Ford	FULL - SIZE SUV	EXPEDITION	K1H	Unleaded	FULL SIZE 5 DOOR EXTENDED 4X2 8 PASS SUV	$ 56,505.00	TBD	$ 47,154.00
Ford	FULL - SIZE SUV	EXPEDITION	K1J	Unleaded	FULL SIZE 5 DOOR 4X4 8 PASS SUV	$ 59,500.00	TBD	$ 49,861.00
Ford	FULL - SIZE SUV	EXPEDITION	U1H	Unleaded	FULL SIZE 5 DOOR 4X2 8 PASS SUV	$ 54,500.00	TBD	$ 44,399.00
Ford	FULL - SIZE SUV	EXPEDITION	U1J	Unleaded	FULL SIZE 5 DOOR 4X4 PASS SUV	$ 57,675.00	TBD	$ 47,135.00
FORD	EXT LENGTH SUV	EXPEDITION MAX	K1F	Unleaded	MAX XL 4X2	$ 53,025.00	TBD	$ 42,682.00
FORD	EXT LENGTH SUV	EXPEDITION MAX	K1G	Unleaded	MAX XL 4X4	$ 56,035.00	TBD	$ 44,589.00
FORD	FULL SIZE SPECIAL SERVICE SUV	EXPEDITION SSV	U1F	Unleaded	SSV 4X2 - 102A	$ 49,125.00	TBD	$ 36,525.00
FORD	FULL SIZE SPECIAL SERVICE SUV	EXPEDITION SSV	U1G	Unleaded	SSV 4X4 - 102A	$ 52,890.00	TBD	$ 38,962.00
FORD	MID-SIZE SUV	EXPLORER	K7B	Unleaded	BASE FWD	$ 32,765.00	TBD	$ 27,592.00
Ford	MID - SIZE SUV	EXPLORER	K7D	Unleaded	RWD SUV XLT	$ 35,350.00	TBD	$ 30,212.00
FORD	MID-SIZE SUV	EXPLORER	K8B	Unleaded	BASE 4WD	$ 34,765.00	TBD	$ 28,750.00
Ford	MID - SIZE SUV	EXPLORER	K8D	Unleaded	4WD SUV XLT	$ 37,275.00	TBD	$ 32,535.00
FORD	1/2 TON REGULAR CAB	F150	F1C	Unleaded	F150 4X2 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 31,750.00	TBD	$ 22,447.00
FORD	1/2 TON REGULAR CAB	F150	F1E	Unleaded	F150 4X4 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 36,657.00	TBD	$ 25,996.00
FORD	1/2 TON CREW CAB	F150	W1C	Unleaded	F150 4X2 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 38,525.00	TBD	$ 27,525.00
FORD	1/2 TON CREW CAB	F150	W1E	Unleaded	F150 4X4 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 39,225.00	TBD	$ 30,750.00
FORD	1/2 TON EXT CAB	F150	X1C	Unleaded	F150 4X2 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 37,425.00	TBD	$ 25,125.00

FORD	1/2 TON EXT CAB	F150	X1E	Unleaded	F150 4X4 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 40,275.00	TBD	$ 28,145.00
FORD	1/2 TON SSV	F150 - SPECIAL SERVICE	W1C	Unleaded	F150 4X2 XL - SSV - 5.0L AND 3.5L AVAIL	$ 37,350.00	TBD	$ 29,401.00
FORD	1/2 TON SSV	F150 - SPECIAL SERVICE	W1E	Unleaded	F150 4X4 XL - SSV - 5.0L AND 3.5L AVAIL	$ 39,545.00	TBD	$ 32,563.00
FORD	1/2 TON PURSUIT TRUCK	F150 RESPONDER	W1P	Unleaded	F150 Responder 4x4 3.5L V6 Ecoboost	$ 45,515.00	TBD	TBD IN JUNE 2021
FORD	3/4 TON REG CAB	F-SERIES SUPER DUTY	F2A	Unleaded	F250 4X2 PU SRW	$ 33,705.00	TBD	$ 25,555.00
FORD	3/4 TON REG CAB	F-SERIES SUPER DUTY	F2B	Unleaded	F250 4X4 PU SRW	$ 36,495.00	TBD	$ 27,995.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3A	Unleaded	F350 4X2 PU SRW	$ 35,220.00	TBD	$ 28,895.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3B	Unleaded	F350 4X4 PU SRW	$ 38,020.00	TBD	$ 30,225.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3C	Unleaded	F350 4X2 PU DRW	$ 36,710.00	TBD	$ 28,925.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3D	Unleaded	F350 4X4 PU DRW	$ 39,505.00	TBD	$ 31,610.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3E	Unleaded	F350 Chassis SRW 4x2 60" ca	$ 38,760.00	TBD	$ 27,995.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3F	Unleaded	F350 Chassis SRW 4x4 60" ca	$ 42,360.00	TBD	$ 30,986.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3G	Unleaded	F350 Reg Cab Chass DRW 4x2 60"ca	$ 39,925.00	TBD	$ 28,803.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3G	Unleaded	F350 Reg Cab Chass DRW 4x2 84"ca	$ 40,100.00	TBD	$ 29,947.00
FORD	F350 Reg Cab Chassis	F-SERIES SUPER DUTY	F3H	Unleaded	F350 Reg Cab Chassis DRW 4x4 60"ca	$ 43,500.00	TBD	$ 31,921.00
FORD	F350 Reg Cab Chassis	F-SERIES SUPER DUTY	F3H	Unleaded	F350 Reg Cab Chassis DRW 4x4 84"ca	$ 43,680.00	TBD	$ 32,598.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4G	Unleaded	F450 Reg Cab Chassis DRW 4x2 108" ca	$ 43,750.00	TBD	$ 35,515.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4G	Unleaded	F450 Reg Cab Chassis DRW 4x2 60"ca	$ 43,580.00	TBD	$ 34,910.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4G	Unleaded	F450 Reg Cab Chassis DRW 4x2 84"ca	$ 43,580.00	TBD	$ 35,225.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4H	Unleaded	F450 Reg Cab Chass DRW 4x4 60"ca	$ 46,400.00	TBD	$ 37,550.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4H	Unleaded	F450 Reg Cab Chassis DRW 4x4 84"ca	$ 46,575.00	TBD	$ 37,850.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4H	Unleaded	F450 Reg Cab Chassis DRW 4x4 108"ca	$ 46,745.00	TBD	$ 37,995.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 60"ca	$ 44,650.00	TBD	$ 35,749.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 84"ca	$ 44,775.00	TBD	$ 35,905.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 108"ca	$ 44,850.00	TBD	$ 36,068.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 120"ca	$ 45,020.00	TBD	$ 36,240.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5H	Unleaded	F550 Reg Cab Chassis DRW 4x4 60" ca	$ 47,505.00	TBD	$ 38,696.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5H	Unleaded	F550 Reg Cab Chassis DRW 4x4 84" ca	$ 47,675.00	TBD	$ 38,811.00
FORD	F650 Reg Cab Chassis	F-SERIES SUPER DUTY	F6A	Unleaded	2022 F650 Reg Cab Chassis 26000#	$ 63,595.00	TBD	$ 51,946.00
FORD	F650 Reg Cab Chassis	F-SERIES SUPER DUTY	F6D	Diesel	2022 F650 Reg Cab Chassis 26000#	$ 75,315.00	TBD	$ 61,769.00
FORD	F-600 REGULAR CAB	F-SERIES SUPER DUTY	F6K	Unleaded/ Diesel	F-600 - REGULAR CAB CHASSIS - 60" CA - 4X2 - DRW	$ 48,382.00	TBD	$ 39,524.00
FORD	F-600 REGULAR CAB	F-SERIES SUPER DUTY	F6L	Unleaded/ Diesel	F-600 - REGULAR CAB CHASSIS - 60" CA - 4X4 - DRW	$ 51,220.00	TBD	$ 42,188.00
FORD	F750 Reg Cab Chassis	F-SERIES SUPER DUTY	F7A	Unleaded	2022 F750 RC GAS 31000#	$ 67,970.00	TBD	$ 58,386.00
FORD	F750 Reg Cab Chassis	F-SERIES SUPER DUTY	F7D	Diesel	2022 F750 Reg Cab Chassis 31000#	$ 79,430.00	TBD	$ 62,098.00
FORD	3/4 TON CREW CAB	F-SERIES SUPER DUTY	W2A	Unleaded	F250 4X2 Crew PU SRW	$ 41,550.00	TBD	$ 29,550.00
FORD	3/4 TON CREW CAB	F-SERIES SUPER DUTY	W2B	Unleaded	F250 4X4 Crew PU SRW	$ 44,425.00	TBD	$ 31,950.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3A	Unleaded	F350 4X2 Crew PU SRW	$ 43,125.00	TBD	$ 31,950.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3B	Unleaded	F350 4X4 Crew PU SRW	$ 45,920.00	TBD	$ 38,550.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3C	Unleaded	F350 4X2 Crew PU DRW	$ 44,350.00	TBD	$ 32,995.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3D	Unleaded	F350 4X4 Crew PU DRW	$ 47,250.00	TBD	$ 35,850.00
FORD	1 Ton Crew Chassis	F-SERIES SUPER DUTY	W3E	Unleaded	F350 Crew Chassis SRW 4x2 60"ca	$ 42,335.00	TBD	$ 30,756.00
FORD	1 Ton Crew Chassis	F-SERIES SUPER DUTY	W3F	Unleaded	F350 Crew Chassis SRW 4x4 60"ca	$ 45,935.00	TBD	$ 33,933.00
FORD	1 Ton Crew Chassis	F-SERIES SUPER DUTY	W3G	Unleaded	F350 Crew Cab Chassis DRW 4x2 60"ca	$ 43,500.00	TBD	$ 31,424.00
FORD	F350 Crew Cab Chassis	F-SERIES SUPER DUTY	W3H	Unleaded	F350 Crew Cab Chassis DRW 4x4 60"ca	$ 47,100.00	TBD	$ 34,545.00

FORD	F-450 CREW	F-SERIES SUPER DUTY	W4D	Diesel	F450 4X4 Crew Cab DRW	$ 61,010.00	TBD	$ 51,577.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4G	Unleaded	F450 Crew Cab Chassis DRW 4x2 60"ca	$ 46,970.00	TBD	$ 37,933.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4G	Unleaded	F450 Crew Cab Chassis DRW 4x2 84" ca	$ 47,150.00	TBD	$ 38,097.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4H	Unleaded	F450 Crew Cab Chassis DRW 4x4 60"ca	$ 50,575.00	TBD	$ 41,089.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4H	Unleaded	F450 Crew Cab Chassis DRW 4x4 84"ca	$ 50,745.00	TBD	$ 41,246.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5G	Unleaded	F550 Crew Cab Chassis DRW 4x2 60"ca	$ 48,070.00	TBD	$ 38,962.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5G	Unleaded	F550 Crew Cab Chassis DRW 4x2 84"ca	$ 48,245.00	TBD	$ 39,179.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5H	Unleaded	F550 Crew Cab Chassis DRW 4x4 60" ca	$ 51,670.00	TBD	$ 42,229.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5H	Unleaded	F550 Crew Cab Chassis DRW 4x4 84"ca	$ 51,850.00	TBD	$ 42,399.00
FORD	F650 Crew Cab Chassis	F-SERIES SUPER DUTY	W6A	Unleaded	2022 F650 Crew Cab Chassis 26000#	$ 69,295.00	TBD	$ 56,667.00
FORD	F650 Crew Cab Chassis	F-SERIES SUPER DUTY	W6D	Diesel	2022 F650 Crew Cab Chassis 26000#	$ 80,985.00	TBD	$ 67,120.00
FORD	F750 Crew Cab Chassis	F-SERIES SUPER DUTY	W7A	Unleaded	2022 F750 CREW GAS 31000#	$ 69,995.00	TBD	$ 57,987.00
FORD	3/4 TON EXT CAB	F-SERIES SUPER DUTY	X2A	Unleaded	F250 4X2 Super PU SRW	$ 39,850.00	TBD	$ 27,413.00
FORD	3/4 TON EXT CAB	F-SERIES SUPER DUTY	X2B	Unleaded	F250 4X4 Super PU SRW	$ 42,740.00	TBD	$ 30,198.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3A	Unleaded	F350 4X2 Super PU SRW	$ 41,250.00	TBD	$ 30,650.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3B	Unleaded	F350 4X4 Super PU SRW	$ 44,270.00	TBD	$ 32,225.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3C	Unleaded	F350 4X2 Super PU DRW	$ 42,670.00	TBD	$ 31,844.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3D	Unleaded	F350 4X4 Super PU DRW	$ 45,460.00	TBD	$ 34,995.00
FORD	1 Ton Ext Cab Chassis	F-SERIES SUPER DUTY	X3E	Unleaded	F350 Supercab Chassis SRW 4x2 60"ca	$ 41,045.00	TBD	$ 29,397.00
FORD	1 Ton Ext Cab Chassis	F-SERIES SUPER DUTY	X3F	Unleaded	F350 Supercab Chassis SRW 4x4 60"ca	$ 44,645.00	TBD	$ 32,642.00
FORD	1 Ton Ext Cab Chassis	F-SERIES SUPER DUTY	X3G	Unleaded	F350 Supercab Chassis DRW 4x2 60"ca	$ 42,205.00	TBD	$ 30,435.00
FORD	F350 Supercab Chassis	F-SERIES SUPER DUTY	X3H	Unleaded	F350 Supercab Chassis DRW 4x4 60"ca	$ 45,135.00	TBD	$ 32,618.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4G	Unleaded	F450 Super Cab Chassis DRW 4x2 60"ca	$ 45,690.00	TBD	$ 36,789.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4G	Unleaded	F450 Super Cab Chassis DRW 4x2 84"ca	$ 45,865.00	TBD	$ 36,933.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4H	Unleaded	F450 Supercab Chassis DRW 4x4 60"ca	$ 49,290.00	TBD	$ 39,937.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4H	Unleaded	F450 Supercab Chass DRW 4x4 84"ca	$ 49,460.00	TBD	$ 40,095.00
FORD	F550 Supercab Chassis	F-SERIES SUPER DUTY	X5G	Unleaded	F550 Supercab Chassis DRW 4x2 60"ca	$ 46,790.00	TBD	$ 37,995.00
FORD	F550 Supercab Chassis	F-SERIES SUPER DUTY	X5G	Unleaded	F550 Supercab Chassis DRW 4x2 84"ca	$ 46,960.00	TBD	$ 38,225.00
FORD	F550 Super Cab Chassis	F-SERIES SUPER DUTY	X5H	Unleaded	F550 Supercab Chassis DRW 4x4 60"ca	$ 50,385.00	TBD	$ 41,325.00
FORD	F550 Super Cab Chassis	F-SERIES SUPER DUTY	X5H	Unleaded	F550 Supecab Chassis DRW 4x4 84"ca	$ 50,560.00	TBD	$ 41,795.00
FORD	F650 Super Cab Chassis	F-SERIES SUPER DUTY	X6A	Unleaded	2022 F650 Supercab Chassis 26000#	$ 66,235.00	TBD	$ 53,955.00
FORD	F650 Supercab Chassis	F-SERIES SUPER DUTY	X6D	Diesel	2022 F650 Supercab Chassis 26000#	$ 78,065.00	TBD	$ 63,995.00
FORD	F750 Super Cab Chassis	F-SERIES SUPER DUTY	X7A	Unleaded	2022 F750 SC GAS 31000#	$ 66,795.00	TBD	$ 59,225.00
FORD	F750 Super Cab Chassis	F-SERIES SUPER DUTY	X7D	Diesel	2022 F750 SC DIESEL 31000#	$ 79,225.00	TBD	$ 64,995.00
FORD	MID-SIZE SEDAN	FUSION	P0G	Unleaded	S FWD	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE HYBRID SEDAN	FUSION	P0L	Hybrid	SE HYBRID	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE HYBRID SEDAN	FUSION	P0S	Hybrid	TITANIUM FWD ENERGI	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE SEDAN	FUSION	P0T	Unleaded	SE AWD	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE SPECIAL SERVICE HYBRID SEDAN	Fusion Hybrid Responder	P0A	Unleaded	Fusion Hybrid Responder Sedan 2.0L I-4cyl	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE SPECIAL SERVICE PLUG-IN HYBRID SEDAN	Fusion Plug-in Hybrid Responder	P0W	Unleaded	Fusion Plug-in Hybrid Responder Sedan 2.0L I-4cyl	NA	2/28/2020	DISCONTINUED
Ford	CROSSOVER	MACH-E	K1R	Electric	Mustang Mach E Electric 4 Dr	$ 44,590.00	TBD	$ 44,450.00
FORD	COUPE	MUSTANG	P8C	Unleaded	GT V8 Coupe	$ 38,910.00	TBD	$ 35,547.00
FORD	COUPE	MUSTANG	P8T	Unleaded	V6 Coupe	$ 29,945.00	TBD	$ 27,869.00
FORD	MID-SIZE TRUCK	Ranger	R1A	Unleaded	Ranger Super Cab 4x2 chassis	NA	TBD	TBD
FORD	MID-SIZE TRUCK	Ranger	R1E	Unleaded	Ranger Super Cab 4x2 pickup	$ 26,185.00	TBD	$ 23,389.00

FORD	MID-SIZE TRUCK	Ranger	R1F	Unleaded	Ranger Super Cab 4x4 pickup	$ 30,345.00	TBD	$ 36,004.00
FORD	MID-SIZE TRUCK	Ranger	R4E	Unleaded	Ranger Crew Cab 4x2 pickup	$ 28,585.00	TBD	$ 24,424.00
FORD	MID-SIZE TRUCK	Ranger	R4F	Unleaded	Ranger Crew Cab 4x4 pickup	$ 32,745.00	TBD	$ 28,183.00
FORD	1/2 TON CARGO VAN	TRANSIT	E1C	Unleaded	VAN 150 MED 130/148 RWD	$ 38,445.00	TBD	$ 28,995.00
FORD	1/2 TON CREW VAN	TRANSIT	E1D	Unleaded	CREW 150 MED 130/148 RWD	$ 40,805.00	TBD	$ 31,577.00
FORD	1/2 TON CARGO VAN	TRANSIT	E1Y	Unleaded	VAN 150 LOW 130/148 RWD	$ 38,090.00	TBD	$ 25,602.00
FORD	1/2 TON CREW VAN	TRANSIT	E1Z	Unleaded	CREW 150 LOW 130/148 RWD	$ 39,655.00	TBD	$ 28,357.00
FORD	1/2 TON CARGO VAN	TRANSIT	E2C	Unleaded	VAN 150 MED 130/148 AWD	$ 43,140.00	TBD	$ 33,649.00
FORD	1/2 TON CREW VAN	TRANSIT	E2D	Unleaded	CREW 150 MED 130/148 AWD	$ 45,500.00	TBD	$ 35,744.00
FORD	1/2 TON CARGO VAN	TRANSIT	E2Y	Unleaded	VAN 150 LOW 130/148 AWD	$ 41,990.00	TBD	$ 29,842.00
FORD	1/2 TON CREW VAN	TRANSIT	E9Z	Unleaded	CREW 150 LOW 130/148 AWD	$ 44,350.00	TBD	$ 32,524.00
FORD	1 TON CARGO VAN	TRANSIT	F4U	Unleaded	VAN 350HD HIGH 148 AWD	$ 51,215.00	TBD	$ 40,816.00
FORD	1 TON CREW VAN	TRANSIT	F4V	Unleaded	CREW 350HD HIGH 148 RWD	$ 48,240.00	TBD	$ 38,176.00
FORD	1 TON CREW VAN	TRANSIT	F4W	Unleaded	CREW 350HD HIGH 148 AWD	$ 52,935.00	TBD	$ 42,343.00
FORD	1 TON CARGO VAN	TRANSIT	F4X	Unleaded	VAN 350HD HIGH 148 RWD	$ 45,880.00	TBD	$ 35,561.00
FORD	1 TON CUTAWAY	TRANSIT	F6P	Unleaded	C-AWAY 350HD LOW 138/156/178 RWD - SRW/DRW	$ 37,530.00	TBD	$ 28,908.00
FORD	1 TON VAN CHASSIS	TRANSIT	F6Z	Unleaded	CC 350HD LOW 138/156/178 RWD - SRW/DRW	$ 36,020.00	TBD	$ 27,863.00
FORD	1 TON CUTAWAY	TRANSIT	F8P	Unleaded	C-AWAY 350HD LOW 138/156/178 AWD - SRW/DRW	$ 40,155.00	TBD	$ 30,933.00
FORD	1 TON VAN CHASSIS	TRANSIT	F8Z	Unleaded	CC 350HD LOW 138/156/178 AWD - SRW/DRW	$ 40,715.00	TBD	$ 31,729.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K1C	Unleaded	PASS VAN 150 MED 130 RWD	$ 45,305.00	TBD	$ 34,775.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K1Y	Unleaded	PASS VAN 150 LOW 130 RWD	$ 43,620.00	TBD	$ 31,870.00
Ford	1/2 TON PASSENGER VAN	TRANSIT	K1Y	Unleaded	PASS VAN 150 LOW 130 RWD - 10 PASSENGER	$ 43,790.00	TBD	$ 32,010.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K2C	Unleaded	PASS VAN 150 MED 130 AWD	$ 50,500.00	TBD	$ 40,172.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K2Y	Unleaded	PASS VAN 150 LOW 130 AWD	$ 49,050.00	TBD	$ 35,330.00
Ford	1/2 TON PASSENGER VAN	TRANSIT	K2Y	Unleaded	PASS VAN 150 LOW 130 AWD - 10 PASSENGER	$ 48,485.00	TBD	$ 35,684.00
FORD	3/4 TON CARGO VAN	TRANSIT	R1C	Unleaded	VAN 250 MED 130RWD	$ 39,395.00	TBD	$ 31,392.00
FORD	3/4 TON CREW VAN	TRANSIT	R1D	Unleaded	CREW 250 MED 130/148 RWD	$ 41,755.00	TBD	$ 32,821.00
FORD	3/4 TON CREW VAN	TRANSIT	R1V	Unleaded	CREW 250 HIGH 148 RWD	$ 45,180.00	TBD	$ 35,460.00
FORD	3/4 TON CARGO VAN	TRANSIT	R1X	Unleaded	VAN 250 HIGH 148 RWD	$ 43,615.00	TBD	$ 34,183.00
FORD	3/4 TON CARGO VAN	TRANSIT	R1Y	Unleaded	VAN 250 LOW 130 RWD	$ 39,040.00	TBD	$ 26,450.00
Ford	3/4 TON CARGO VAN	TRANSIT	R1Y	Unleaded	VAN 250 LOW 148 RWD	$ 40,315.00	TBD	$ 27,603.00
FORD	3/4 TON CREW VAN	TRANSIT	R1Z	Unleaded	CREW 250 LOW 130/148 RWD	$ 40,605.00	TBD	$ 29,500.00
FORD	3/4 TON CARGO VAN	TRANSIT	R2C	Unleaded	VAN 250 MED 130 AWD	$ 46,160.00	TBD	$ 36,463.00
FORD	3/4 TON CREW VAN	TRANSIT	R2D	Unleaded	CREW 250 MED 130/148 AWD	$ 46,450.00	TBD	$ 36,587.00
FORD	3/4 TON CREW VAN	TRANSIT	R2V	Unleaded	CREW 250 HIGH 148 AWD	$ 49,875.00	TBD	$ 39,627.00
FORD	3/4 TON CARGO VAN	TRANSIT	R2X	Unleaded	VAN 250 HIGH 148 AWD	$ 48,310.00	TBD	$ 36,841.00
FORD	3/4 TON CARGO VAN	TRANSIT	R2Y	Unleaded	VAN 250 LOW 130/148 AWD	$ 43,025.00	TBD	$ 29,924.00
FORD	3/4 TON CREW VAN	TRANSIT	R2Z	Unleaded	CREW 250 LOW 130/148 AWD	$ 45,300.00	TBD	$ 33,367.00
FORD	3/4 TON CARGO VAN	TRANSIT	R3U	Unleaded	VAN 250 HIGH 148 AWD	$ 48,735.00	TBD	$ 38,615.00
FORD	3/4 TON CARGO VAN	TRANSIT	R3X	Unleaded	VAN 250 HIGH 148 RWD	$ 44,835.00	TBD	$ 33,717.00
FORD	3/4 TON CUTAWAY VAN	TRANSIT	R5P	Unleaded	C-AWAY 250 LOW 138/156 RWD	$ 33,880.00	TBD	$ 25,663.00
FORD	3/4 TON CHASSIS	TRANSIT	R5Z	Unleaded	CC 250 LOW 138/156 RWD	$ 36,210.00	TBD	$ 27,584.00
FORD	3/4 TON CUTAWAY VAN	TRANSIT	R7P	Unleaded	C-AWAY 250 LOW 138/156 AWD	$ 33,987.00	TBD	$ 29,879.00
FORD	3/4 TON CHASSIS	TRANSIT	R7Z	Unleaded	CC 250 LOW 138/156 AWD	$ 40,905.00	TBD	$ 31,750.00
FORD	1 TON CARGO VAN DRW	TRANSIT	S4U	Unleaded	VAN 350HD HIGH 148 AWD	$ 53,280.00	TBD	$ 42,647.00

FORD	1 TON CREW VAN DRW	TRANSIT	S4V	Unleaded	CREW 350HD HIGH 148 RWD	$ 50,365.00	TBD	$ 39,995.00
FORD	1 TON CREW VAN DRW	TRANSIT	S4W	Unleaded	CREW 350HD HIGH 148 AWD	$ 55,000.00	TBD	$ 44,173.00
FORD	1 TON CARGO VAN DREW	TRANSIT	S4X	Unleaded	VAN 350HD HIGH 148 RWD	$ 48,005.00	TBD	$ 37,921.00
FORD	1 TON CUTAWAY DRW	TRANSIT	S6P	Unleaded	C-AWAY 350HD LOW 138/156/178 RWD	$ 37,460.00	TBD	$ 29,979.00
FORD	1 TON CHASSIS DRW	TRANSIT	S6Z	Unleaded	CC 350HD LOW 138/156/178 RWD	$ 38,015.00	TBD	$ 29,231.00
FORD	1 TON CUTAWAY DRW	TRANSIT	S8P	Unleaded	C-AWAY 350HD LOW 138/156/178 AWD	$ 42,124.00	TBD	$ 32,979.00
FORD	1 TON CHASSIS DRW	TRANSIT	S8Z	Unleaded	CC 350HD LOW 138/146/178 AWD	$ 42,680.00	TBD	$ 33,471.00
FORD	1 TON PASSENGER VAN DRW	TRANSIT	U4X	Unleaded	PASS VAN 350HD HIGH 148 RWD	$ 50,090.00	TBD	$ 39,761.00
FORD	FULL SIZE PASSENGER VAN DRW	TRANSIT	U5X	Unleaded	PASS VAN 350HD HIGH 148 AWD	$ 55,365.00	TBD	$ 44,488.00
FORD	1 TON CUTAWAY DRW	TRANSIT	U6P	Unleaded	C-AWAY 350HD LOW 138/156/178 RWD	$ 37,985.00	TBD	$ 29,505.00
FORD	1 TON VAN CHASSIS DRW	TRANSIT	U6Z	Unleaded	CC 350HD LOW 138/156/178 RWD	$ 38,540.00	TBD	$ 29,797.00
FORD	1 TON CUTAWAY DRW	TRANSIT	U8P	Unleaded	C-AWAY 350HD LOW 138/156/178 AWD	$ 42,680.00	TBD	$ 33,471.00
FORD	1 TON VAN CHASSIS DRW	TRANSIT	U8Z	Unleaded	CC 350HD LOW 138/156/178 AWD	$ 43,235.00	TBD	$ 33,964.00
FORD	1 TON CREW VAN	TRANSIT	W1D	Unleaded	CREW 350 MED 130/148 RWD	$ 46,055.00	TBD	$ 34,995.00
FORD	1 TON CREW VAN	TRANSIT	W1V	Unleaded	CREW 350 HIGH 148 RWD	$ 48,205.00	TBD	$ 37,995.00
FORD	1 TON CARGO VAN	TRANSIT	W1X	Unleaded	VAN 350 HIGH 148 RWD	$ 45,845.00	TBD	$ 35,995.00
FORD	1 TON CARGO VAN	TRANSIT	W1Y	Unleaded	VAN 350 LOW 130/148 RWD	$ 42,545.00	TBD	$ 32,995.00
FORD	1 TON CREW VAN	TRANSIT	W1Z	Unleaded	CREW 350 LOW 130/148 RWD	$ 44,905.00	TBD	$ 35,150.00
FORD	1 TON CARGO VAN	TRANSIT	W2C	Unleaded	VAN 350 MED 130/148 AWD	$ 47,115.00	TBD	$ 37,131.00
FORD	1 TON CREW VAN	TRANSIT	W2D	Unleaded	CREW 350 MED 130/148 AWD	$ 49,475.00	TBD	$ 39,226.00
FORD	1 TON CREW VAN	TRANSIT	W2V	Unleaded	CREW 350 HIGH 148 AWD	$ 52,900.00	TBD	$ 42,266.00
FORD	1 TON CARGO VAN	TRANSIT	W2X	Unleaded	VAN 350 HIGH 148 AWD	$ 50,540.00	TBD	$ 40,171.00
FORD	1 TON CARGO VAN	TRANSIT	W2Y	Unleaded	VAN 350 LOW 130/148 AWD	$ 45,965.00	TBD	$ 35,995.00
FORD	1 TON CREW VAN	TRANSIT	W2Z	Unleaded	CREW 350 LOW 130/148 AWD	$ 48,325.00	TBD	$ 37,995.00
FORD	1 TON CARGO VAN	TRANSIT	W3U	Unleaded	VAN 350 HIGH 148 AWD	$ 51,760.00	TBD	$ 42,254.00
FORD	1 TON CARGO VAN	TRANSIT	W3X	Unleaded	VAN 350 HIGH 148 RWD	$ 46,085.00	TBD	$ 36,358.00
FORD	1 TON CUTAWAY SRW	TRANSIT	W5P	Unleaded	C-AWAY 350 LOW 138/156 RWD	$ 36,425.00	TBD	$ 27,874.00
FORD	1 TON CHASSIS SRW	TRANSIT	W5Z	Unleaded	CC 350 LOW 138/156 RWD	$ 36,985.00	TBD	$ 28,372.00
FORD	1 TON CUTAWAY SRW	TRANSIT	W7P	Unleaded	C-AWAY 350 LOW 138/156 AWD	$ 41,120.00	TBD	$ 32,041.00
FORD	1 TON CHASSIS SRW	TRANSIT	W7Z	Unleaded	CC 350 LOW 138/156 AWD	$ 41,680.00	TBD	$ 32,539.00
FORD	1 TON CARGO VAN	TRANSIT	W9C	Unleaded	VAN 350 MED 130/148 RWD	$ 43,695.00	TBD	$ 32,496.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X2C	Unleaded	PASS VAN 350 MED 148 RWD	$ 45,240.00	TBD	$ 34,128.00
Ford	FULL SIZE PASSENGER VAN	TRANSIT	X2C	Unleaded	PASS VAN 350 MED 148 RWD - 15 PASSENGER	$ 46,735.00	TBD	$ 35,413.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X2X	Unleaded	PASS VAN 350 HIGH 148 RWD	$ 48,185.00	TBD	$ 36,594.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X2Y	Unleaded	PASS VAN 350 LOW 148 RWD	$ 43,790.00	TBD	$ 32,012.00
Ford	FULL SIZE PASSENGER VAN	TRANSIT	X2Y	Unleaded	PASS VAN 350 LOW 148 RWD - 15 PASSENGER	$ 45,285.00	TBD	$ 33,329.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X9C	Unleaded	PASS VAN 350 MED 148 AWD	$ 51,430.00	TBD	$ 40,377.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X9X	Unleaded	PASS VAN 350 HIGH 148 AWD	$ 52,880.00	TBD	$ 41,760.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X9Y	Unleaded	PASS VAN 350 LOW 148 AWD	$ 48,485.00	TBD	$ 35,695.00
Ford	FULL SIZE PASSENGER VAN	TRANSIT	X9Y	Unleaded	PASS VAN 350 LOW 148 AWD - 15 PASSENGER	$ 49,980.00	TBD	$ 36,799.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E6E	Unleaded	2022 XL VAN SWB Liftgate	$ 26,995.00	TBD	$ 23,571.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E6F	Unleaded	2022 XLT VAN SWB Liftgate	$ 28,940.00	TBD	$ 25,919.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E7E	Unleaded	2022 VAN XL LWB Liftgate	$ 28,075.00	TBD	$ 24,810.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E7F	Unleaded	2022 VAN XLT LWB Liftgate	$ 29,640.00	TBD	$ 26,417.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	E9E	Unleaded	2022 WAGON XL LWB Liftgate	$ 29,620.00	TBD	$ 26,476.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	E9F	Unleaded	2022 WAGON XLT LWB Liftgate	$ 31,175.00	TBD	$ 27,804.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	S6E	Unleaded	2022 VAN XL SWB Swing-out	$ 26,245.00	TBD	$ 22,147.00

FORD	SMALL CARGO VAN	TRANSIT CONNECT	S6F	Unleaded	2022 VAN XLT SWB Swing-out	$ 28,940.00	TBD	$ 26,019.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	S7E	Unleaded	2022 VAN XL LWB Swing-out	$ 27,245.00	TBD	$ 23,261.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	S7F	Unleaded	2022 VAN XLT LWB Swing-out	$ 29,940.00	TBD	$ 26,917.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	S9E	Unleaded	2022 WAGON XL LWB	$ 28,990.00	TBD	$ 25,995.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	S9F	Unleaded	2022 WAGON XLT LWB	$ 31,375.00	TBD	$ 28,204.00
FORD	MID-SIZE PURSUIT SUV	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.3L V6 - **INCLUDES REAR AUX AIR, REVERSE SENSING - NO CHARGE FOR 2021**	$ 40,200.00	TBD	$ 32,399.00
FORD	MID-SIZE PURSUIT SUV	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.3L HYBRID - **INCLUDES REAR AUX AIR, REVERSE SENSING - NO CHARGE FOR 2021**	$ 44,070.00	TBD	$ 35,263.00
FORD	MID-SIZE PURSUIT SUV	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.0L ECOBOOST - **INCLUDES REAR AUX AIR, REVERSE SENSING - NO CHARGE FOR 2021**	$ 44,520.00	TBD	$ 36,068.00

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: PFVT Motors-ADSPO17-166117	**AMENDMENT NO.: 7**
DESCRIPTION: Vehicles, New Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Seven (7) to mutually extend this contract from April 4, 2021 through March 31, 2022 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sam Beckett, Public Works Streets Section Director
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with Empire Southwest, LLC for the purchase of one (1) CAT 938M Wheel Loader in the amount of $289,900.87.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC for the purchase of one (1) CAT 938M Wheel Loader in the amount of $289,900.87; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Streets operations are reliant on material movement, whether that be loading and hauling snow from downtown, or stockpiling cinders and loading dirt to be hauled to unpaved roads for maintenance blading operations. Front-end loaders are used often in day to day Streets operation and for storm response. In the past year, we have seen significant use in flooding events including the Museum Flood response efforts. One missing component of Streets operations is the lack of a large easily mobile forklift. This purchase will provide the City the capacity to interchange buckets, forklift, and snowblower attachments. Streets has worked to identify new equipment to maximize the use of equipment by ordering these types of items with interchangeable attachments. This will allow Streets to be more versatile and able to respond more quickly. This new equipment will also add capacity in operations Streets currently cannot complete with existing equipment.

Financial Impact:

This equipment purchase is funded with Highway User Revenue Funds (HURF) Acct# 040-06-161-0614-6-4401 for a budgeted amount of $289,900.87.

Policy Impact:

The purchase of this equipment supports the mission to provide a high level of road maintenance protecting our community's infrastructure investment and timely snow removal during winter storm events, materials processing and flood debris clean up and debris removal. This purchase was procured through a cooperative purchase contract resulting in a lower cost and good value for the city.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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

Has There Been Previous Council Decision on This:

This loader will enhance Streets' performance by supporting snow plowing and clean-up operations, disaster response operations, and road repair operations. Such a purchase directly aligns with the City's commitment to ensuring the highest level of service possible for our residents and visitors. These service commitments have been discussed at several public City Council meetings where public comment is always welcomed.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract for one (1) CAT 938M Wheel Loader from Empire Southwest, LLC in the amount of $289,900.87; or
2. Do not approve the use of the underlying cooperative purchase contract and direct Streets to separately procure the equipment directly; or
3. Do not approve the purchase of the equipment.

Background/History:

Streets operations are reliant on material movement, tasks can be loading and hauling snow from downtown, stockpiling cinders, loading dirt to be hauled to unpaved roads for maintenance blading operations. Front-end loaders are crucial in monsoon storm response and in particular, the Museum Flood response efforts. In 2021, over 11 thousand tons of debris was removed primarily by loaders in the Spruce wash. One missing component of Streets operations is the lack of a large easily mobile forklift. The purchase of this loader model is recommended as it has the capacity to interchange buckets, forklift, and snowblower attachments. As Streets identifies new equipment, it is important to use equipment with interchangeable attachments so that Streets can be versatile and able to respond more quickly.

Key Considerations:

The purchase of one (1) CAT 938M Front-end Loader will assist Streets daily operation, snow operations, and disaster operations.

Expanded Financial Considerations:

There are no expanded financial considerations with this purchase. It is proposed to be fully funded in the FY2021-2022 budget utilizing Highway User Revenue Funds (HURF).

Attachments:

COF Contract
Exhibit A - Quote
938M w/forklift
CAT 938M Loader Picture
Exhibit B - Agency Contract
Exhibit B - Extension

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-81

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Empire Southwest, LLC, a California Limited Liability Company ("Contractor").

RECITALS:

A. The Contractor is a fully authorized dealer of Caterpillar, Inc. products;

B. Caterpillar Inc. holds a Local Government Purchasing Cooperative Contract #161534-01 with the City of Tucson Procurement Department, Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

C. Contractor is a dealer as described in the Agency Contract; and

D. 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) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

2022 New Caterpillar 938M Wheel Loader w/ Aggregate Package

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 for **Two hundred eighty-nine thousand, nine hundred dollars and eighty-seven cents ($289,900.87) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are 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, including, specifically changes in price for the materials.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Empire Southwest, LLC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Quote from Empire CAT (attached)

EXHIBIT B
AGENCY CONTRACT

Contract #161524-01 City of Tucson Department of Procurement (attached)

MIKE STRESS
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

1/11/2022

Dear Mike, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Caterpillar 938M.

2022 New Caterpillar 938M Wheel Loader w/ Aggregate Package

Standard Equipment

POWERTRAIN

Auto idle shut down feature
Cat C7.1ACERT engine
-Power modes (standard and performance)
-Power by range (high power in range 4)
-Tier 4 Final/Stage V compliant
-Turbocharged and aftercooled
-Filtered crankcase breather
-Diesel particulate filter
-Selective Catalyst Reduction
Coolant protection to -34C (-29F)
Differential lock in front axle
Dry type air cleaner
Enclosed wet disc full hydraulic brakes
Fuel priming pump, automatic
Fuel water separator
Hydraulically driven demand cooling fan
Hydrostatic transmission with electronic control
-Operator modes (default, TC, hystat and ice)
-Directional shift agressiveness (fast, medium, slow)
-Rimpull control, adjust wheel torque
-Creeper control, adjust ground speed
Lubed for life driveshafts
Parking brake, electric
Single plane cooling package wide 6 fins per inch density
S-O-S port,engine,coolant,transmission oil

ELECTRICAL (Continued)

Emergency shutdown switch
Heavy duty gear reduction starter
Product Link
Remote jump start post
Resettable main and critical function breakers
LED rear stop and turn lights
Roading lights front and rear

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
Automatic temperature control
Cab, enclosed ROPS/FOPS pressurized and sound suppressed
Cup holders
External heated mirrors with lower parabolic
Ground level cab door release
Gauges
-Digital hour meter, odometer and tachometer
-Digital ground speedometer and direction indicator
-Engine coolant temperature gauge
-Fuel and diesel exhaust fluid level indicator
-Hydraulic oil temperature gauge
Hydraulic control lockout
Interior cab lighting, door and dome
Interior rearview mirrors (2)
Operator warning system indicators

HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab
Bucket and fork modes, adjustable in-cab
Cylinder damping at kickout and mechanical end stops
Fine mode control (fast, medium, slow) in fork mode
Hydraulic response setting (fast, medium, slow)
Hydraulic diagnostic connectors and S-O-S ports
Hydraulic sight gauge, visible
Load sensing hydraulics and steering
Seat mounted hydraulic joystick controls

ELECTRICAL

Alternator, 115-amp, heavy duty
12V power supply in cab (2)
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch
Back up alarm

OPERATOR ENVIRONMENT (Continued)

Rear window defrost, electric
Seat mounted electronic implement controls, adjustable
Sliding glass on the side windows
Column mounted multi function control -lights, wipers, turn signal
Suspension seat, fabric
Tilt and telescope steering wheel
Tinted front glass
Wet arm wiper/washer, 2-speed and intermittent, front
Wet arm wiper washer, rear
Radio ready speakers

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with adjustable close/open force
Parallel lift loader linkage
Recovery hitch with pin
Vandalism protection- lockable compartments
Remote mounted lubrication points

ADDITIONAL CONFIGURATION INCLUDED IN THE SALES PRICE:

Ref #	Description	Price
5797672	938M	$273,515
3336858	STEERING, STANDARD	$0
3498013	DIFFERENTIAL,LIMITED SLIP REAR	$3,554
5365340	ENVIRONMENT, MEDIUM DEBRIS	$2,935
4540612	WEATHER, STANDARD	$0
5278880	LINES, AUX 3RD, HIGH LIFT	$355
4454725	JUMPER LINES, AUX 3RD, FUSION	$677
5590841	LIGHTS, AUX, HALOGEN	$492
5413066	LIGHTS, ROADING, HALOGEN, RH	$0
5490451	CAB, DELUXE	$4,762
5635967	SEAT, DELUXE	$1,239
3780951	RADIO READY, BLUETOOTH,MIC,AUX	$945
5650908	PRODUCT LINK, CELLULAR PL641	$0
3666882	TIRES,20.5R25 MX XHA2 * L3	$19,058
3668150	FENDERS, STANDARD	$0
4677991	COUNTERWEIGHT, AGGREGATE	$7,214

ADDITIONAL CONFIGURATION INCLUDED IN THE SALES PRICE (Continued):

4302860	RIDE CONTROL	$4,709
4690647	WINDSHIELD ACCESS STEPS	$746
3331425	WARNING, BEACON, LED STROBE	$310
4825167	SIDE MIRROR, RH	$108
3498165	GUARD, POWERTRAIN, LOWER	$1,628
3498163	GUARD, CRANKCASE	$1,118
3498164	GUARD, DRIVESHAFT	$719
5365314	QUICK COUPLER, FUSION	$4,888
5383866	CARRIAGE, CON, FORK, 60", FUS	$10,074
4511404	BUCKET-S&G, 3.5, YD3, FUS	$12,075
	LIST PRICE	**$351,121.00**

Pricing Summary

List Price:	**$351,121.00**
City of Tucson / Omnia Partners Cooperative Contract #161534 Discount (24%):	($84,269.04)
Sub Total:	$266,851.96
Machine prep for sale:	$1,860.00
Delivery Freight:	$ 500.00
Empire 2022 new year incentive discount (3%):	$ (10,533.63)
Sub Total:	$258,678.33
Extended Warranty:	$7,530.00
Total Sales Price:	$266,208.33
Sales Tax (8.9%):	$23,692.54
Total Sales Price Including Sales Tax:	**$289,900.87**

Warranty: 7 years or 4,000 hour Premier Warranty. Includes travel time and mileage cost for warrantable repairs for 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness. We offer this at no charge to the City of Flagstaff.

Thank you for your consideration of this proposal and for allowing EMPIRE to assist with your Caterpillar equipment needs. We look forward to the continued business partnership with the City of Flagstaff. This proposal is good through June 30th, 2022.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Todd Owen
Empire Account Manager
(928)606-1335
Todd.Owen@empire-cat.com

CAT
CAT
CAT
D13
M.L.C. 3545 kg CAT BUCKET ONLY
Kortab

CAT 938M

CONTRACT AMENDMENT

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

CONTRACT #161534-01
CONTRACT AMENDMENT NUMBER: ONE (1)

JW/lr
CONTRACT OFFICER: JEFFREY WHITING

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL
Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

ITEM NO. TWO (2): PRICING
Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be **replaced** in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

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

CONTRACTOR: Caterpillar Inc.

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

Patty A Redfath 12/11/17
Signature of person authorized to sign Date

PATTY REDFATH, GOVERNMENT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

CATERPILLAR INC.
Company Name

100 NE ADAMS ST. PEORIA, IL 61629
Address

REDFATH_PATTY@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

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

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

309-494-4578
Phone Number

REDFATH_PATTY@CAT.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 14 DAY OF Dec, 2017, AT TUCSON, ARIZONA.

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

2018 Caterpillar Coop Contract Discounts v1

Cooperative Contracts -- Effective January 1, 2018

Machine Model*	New Equipment
2018	Discount to Customer (Off List Price)
Pavers	
AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB14	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB44	19.00%
CB46	19.00%
CB54	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CD44	19.00%
CD54	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2018 Caterpillar Coop Contract Discounts v1

Track Type Tractors

D3	23.00%
D4	23.00%
D5	23.00%
D6	21.00%
D7	19.00%
D8	19.00%
D9	10.00%

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

2018 Caterpillar Coop Contract Discounts v1

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.7	20.00%
302.4	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
307	20.00%
308	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
335	15.00%
336	15.00%
349	10.00%
352	10.00%
374	10.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
450	22.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

2018 Caterpillar Coop Contract Discounts v1

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

2018 Caterpillar Model List – Change Summary from 2017 - 2018

Add Models	Customer Discount
CB1.7	19
CB1.8	19
CB13	19
CB15	19
CB16	19
CCS7	19
CCS9	19
MH3022	26
MH3024	26
MH3026	26
PM310	20
PM312	20
PM313	20
PM820	20
PM822	20
PM825	20
TH357	24
TH408	24
320GC	16

Delete Discontinued Models

CW14
CT660, CT680, CT681 (Caterpillar exited Vocational Truck business)
PM102
TH306
TH406
TH407
312
321
329
740

City of Tucson, AZ

Contract 161534

for

Heavy Equipment, Parts, Accessories, Supplies and Related Services

with

Caterpillar, Inc

Effective: May 1, 2017

The following documents comprise the executed contract between the City of Tucson, AZ and Caterpillar Inc., effective May 1, 2017

I. Signed Contract
II. Summary of Negotiated Items
III. Caterpillar, Inc Original Response
IV. Original Request for Proposal

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 26, 2017

Sent via electronic mail, this day

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
redpath_patty@cat.com

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

Dear Ms. Redpath:

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

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

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

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 161534

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 04, 2017

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

Sent this day via electronic mail

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

Dear Mrs. Redpath,

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

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

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

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

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

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

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

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

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

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Award Basis

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

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

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

6. Term of Agreement

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

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

10. Exceptions to Contract Provisions

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

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

11. Public Record

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

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

12. Confidential Information

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

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

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

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

21. City of Tucson Business License

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

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

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies **or** Dealer shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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

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

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

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

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

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redsath Date: April 6, 2017

Name: PATTY KESMATH Title: GOVERNMENT ACCOUNT MANAGER

Contract #161534

Heavy Equipment, Parts, Accessories, Supplies, and Related Services

Table of Contents

1. Caterpillar's Response to Summary of Negotiated Items
2. Caterpillar's Response to BAFO
3. City's Request for BAFO
4. Caterpillar's Response to RFP 161534

1. Caterpillar's Response to Summary of Negotiated Items

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 04, 2017

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

Sent this day via electronic mail

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

Dear Mrs. Redpath,

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

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

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

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

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

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

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

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

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

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Award Basis

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

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

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

6. Term of Agreement

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

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

10. Exceptions to Contract Provisions

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

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

11. Public Record

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

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

12. Confidential Information

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

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

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

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

21. City of Tucson Business License

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

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

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies **or** Dealer shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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

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

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

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

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

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redsmith Date: April 6, 2017

Name: PATTY REDSMITH Title: GOVERNMENT ACCOUNT MANAGER

2. Caterpillar's Response to BAFO

From: Patty Redpath <Redpath_Patty@cat.com>
To: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
Date: 3/8/2017 1:40 PM
Subject: Re: RFP 161534 - Heavy Equipment
Attachments: 2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017.xls; Caterpillar National IPA 2017 Update Gen - Eff 1-9-2017.xlsx

Hello Jeff -

Thank you for the opportunity to respond. Attached is our Best and Final Offer, which is consistent with what we provided with our original RFP Response.

Thanks!

Patty Redpath
Government Account Manager
Caterpillar Inc.
Global Construction & Infrastructure ? Count on Us
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: +1 (309) 494-4578 | C: (309) 370-0775

From: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
To: <Redpath_Patty@cat.com>
Date: 03/07/2017 02:14 PM
Subject: Re: RFP 161534 - Heavy Equipment

Hi Patty,
Please see the attached document, and let me know if you have any additional questions. Thanks

Jeffrey Whiting
Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor
Tucson, AZ 85726
520-837-4123
520-791-4735 Fax

[attachment "BAFO-CAT.docx" deleted by Patty Redpath/0A/Caterpillar]

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Cooperative Contracts -- March 8, 2017

Machine Model*	New Equipment
2017	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar January 9th, 2017 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	NIPA Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List) *(EPA & CARB Tier 4 Interim Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List) *(EPA & CARB Tier 4 Final Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGAG" Caterpillar Price List)	
750 kW	36%
800 kW	36%

C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PGBG" Caterpillar Price List)	
1000 kW	38%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
Standby Rating Only - 1600 kW	37%
Standby Rating Only - 1750 kW	35%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516-PGDL" Caterpillar Price List)	
Standby Rating Only - 2000 kW	40%
Standby Rating Only - 2500 kW	38%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	34%
High Voltage - Standby Rating Only - 2000 kW	34%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	34%
High Voltage - Standby Rating Only - 2250 kW	34%
G3412, 60 HZ, 375kW, 450kW, 500kW	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Available by Design To Order Only)	17%
G3512 Stationary Certified 750kW, 1000kW	17%
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
G3516 1040 kW Standby	17%
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
G3516	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	17%
G3516C, 1475kW, 1600kW	17%
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
G3516H 1966kW	17%
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
G3520H 2469kW	17%
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
G3520C 1800kW, 1900kW, 2055kW	17%
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
CG132, CG170, CG260 (custom)	15%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW (with Fan Rating)	24%
C175, 60 HZ, 3000 kW (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	19%
C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	30%
3100 kW (without Fan Rating)	30%
G30PGAN, 30kW	31%
G80PGAN, 50kW, 60kW, 80kW	31%
G150PGAN, 100kW, 125kW, 150kW	35%
Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW	
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%

G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%
APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)*	
20 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)*	
30 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)*	23%
XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)*	
60 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)*	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)*	
320 kW* (3 phase or 1 phase)	23%
XQ425BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ425BN" Caterpillar Price List)*	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)*	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)*	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified) *(Reference the "XQ2000N" Caterpillar Price List)*	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

3. City's Request for BAFO

Date March 7, 2017 ***Sent via electronic mail, this day***

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

Subject: Request for Proposal No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services – Request for Best and Final Price

Dear **Mrs. Redpath**:

The City of Tucson is in receipt of Caterpillar's signed Summary of Negotiated Items for RFP No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you submit a revised offer.

Attached you will find your firms original discount off list, provided with the original offer. Please review this document, and determine if any additional discounts can be offered to the City and its participating partners. If you decide to keep your firm's pricing the same, you will still need to provide a revised discount off offer, and return it to me.

If there are other areas in your offer that you wish to revise, please also do so at this time.

Please provide a written response to me no later than **Wednesday, March 08, 2017 at 4:00PM.** You may e-mail your response to Jeffrey.Whiting@tucsonaz.gov.

The City of Tucson appreciates your attention to this request.. If you should have any questions, please contact me at (520) 837-4123.

Sincerely,

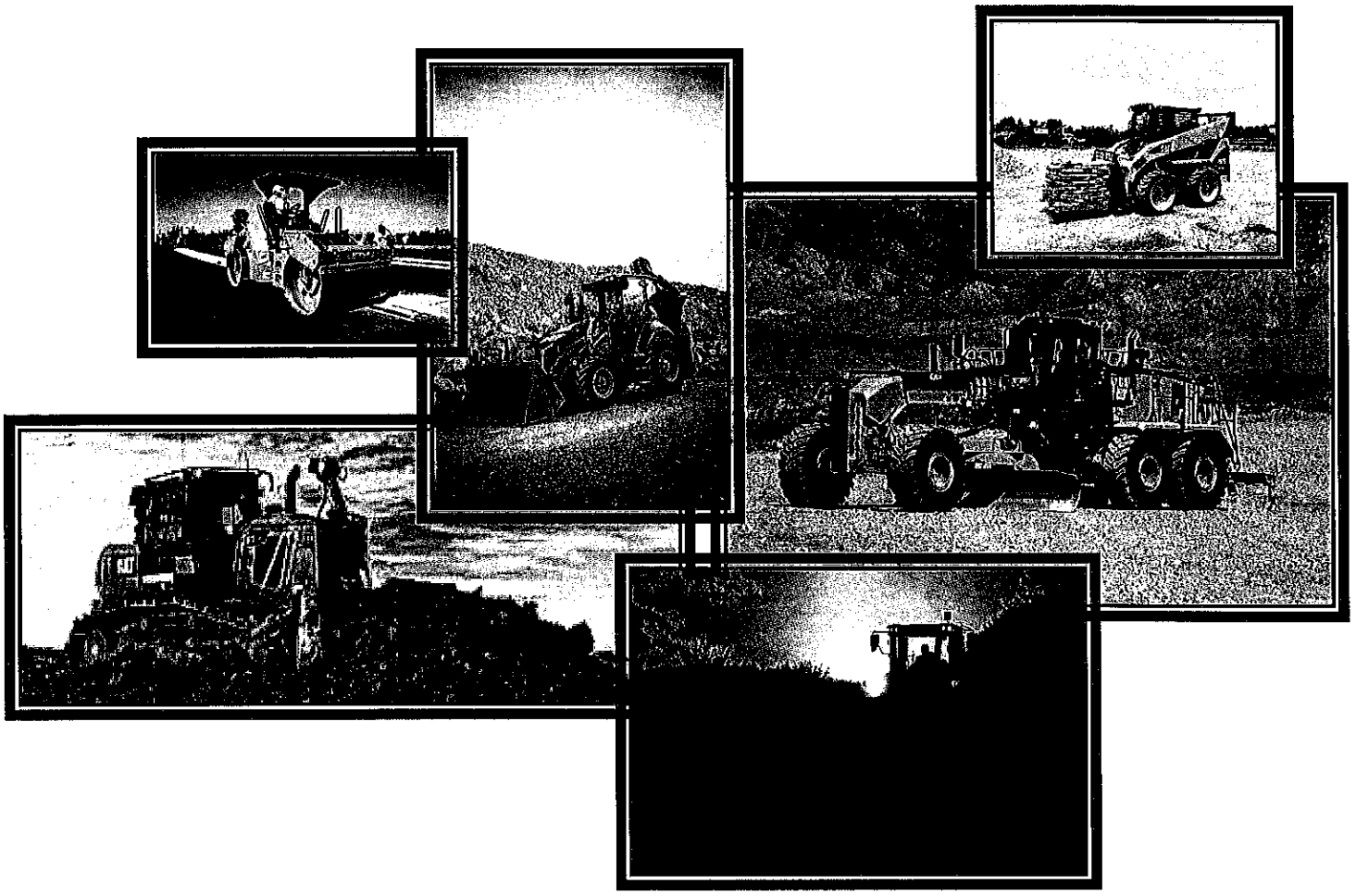
Jeffrey Whiting
Contract Officer

4. Caterpillar's Response to RFP 161534

ORIGINAL

CITY OF TUCSON

Request for Proposal
#161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services



Submitted by:

Caterpillar Inc. / Empire Machinery

November 14, 2016

Table of Contents

1. Introductory Letter
   Signed Offer and Acceptance Form
   RFP #161534 As Issued
2. City of Tucson Proposal Evaluation Questionnaire Response – Caterpillar Inc.
3. National IPA Supplier Qualification Questionnaire Response – Caterpillar Inc.
4. Proposed Exceptions to RFP #161534 – Caterpillar Inc.
5. Empire Machinery Proposal and Exceptions
6. Price Proposal / Discounts
   Machines
   Electric Power
7. Example Price Lists
8. 2015 Executive Summary: Year in Review and Sustainability Report
9. Caterpillar Dun & Bradstreet Report
10. City of Tucson Business License
11. Example Warranty Statements
12. Insurance Certificates
13. Payment Letter

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

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

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-01.

Approved as to form this 25th day of April, 2017.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 24th day of April, 2017.

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

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701.**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

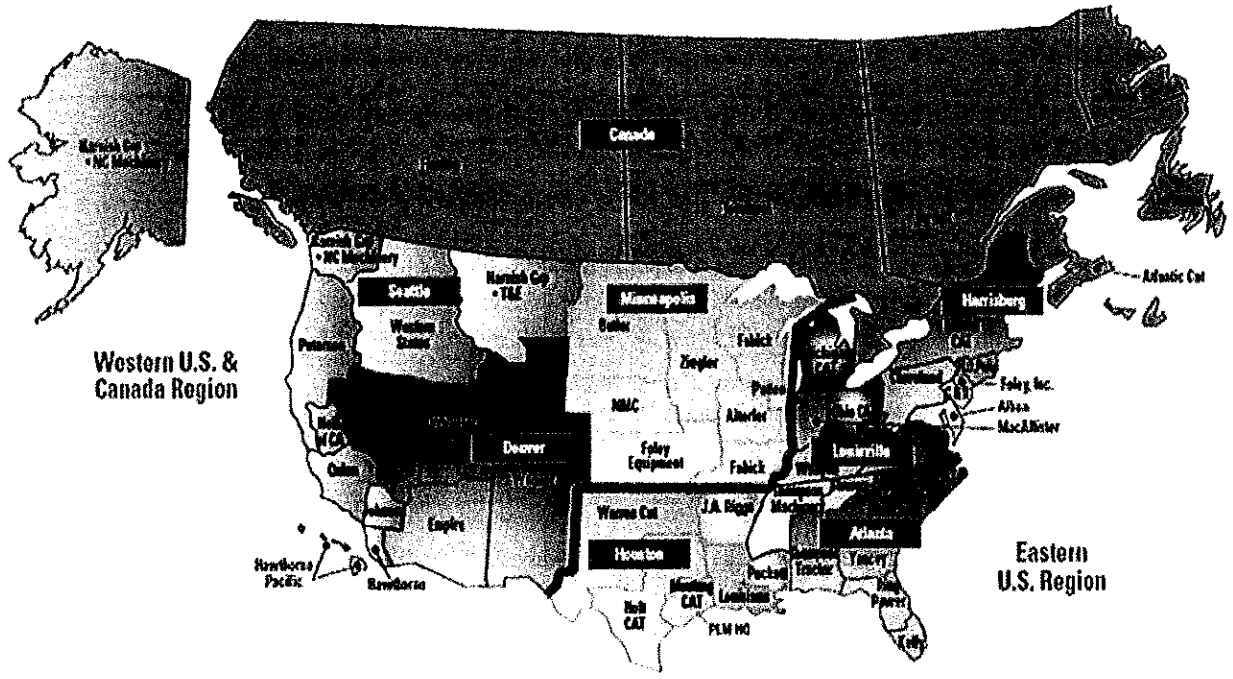


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers)	Fuso Trucks
Broce Brooms	Mac Trailers
JLG (Man lifts)	Maintainer (Service Bodies)
Mega (Water tanks, Towers and Trailers)	Murray Trailers (Heavy Haul)
Genie (Man lifts and Telehandlers)	Trail King (Small to Heavy Haul)
Progressive Solar (Solar Power Light Plants)	UTB (Service Bodies)
Multiquip Power	Fleming Trailers
Sullair Air Compressors	
Rockland (Buckets and Dozer Blades)	
Paladin (Couplers and Attachments)	
CE Attachments (Attachments)	
Dymax (Attachments)	
Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)	
Wain-Roy	
Agriculture	**Technology**
Challenger Tractors	Spectra Precision (Survey Instruments)
Massey Ferguson Tractors	Trimble (2D and 3D Grading Systems)
Rome (Construction Grade Discs and Plows)	Accugrade (Caterpillar Grade Control)
Woods (Scrapers and Mowers)	Seco (Surveying and Site Prep)
Gearmore (Attachments)	Laserline (Laser Controls)
Reynolds (Scrapers)	Apache (Grade Control, GPS and Lasers)
TG Schmeiser (Box blades, Land Levelers)	Level Best (Laser Grading Box)
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

   i. Major Component Failures
   ii. Engineering Deficiencies
   iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

INTENTIONALLY LEFT BLANK

Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? _X_Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be

successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

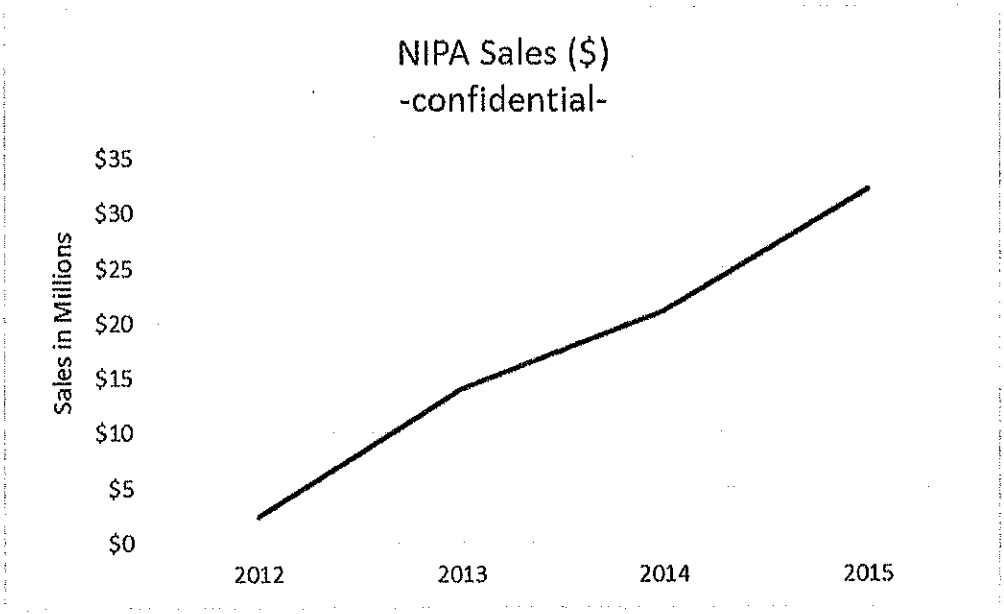
Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

Image 1, Caterpillar Dealer Brach Operations

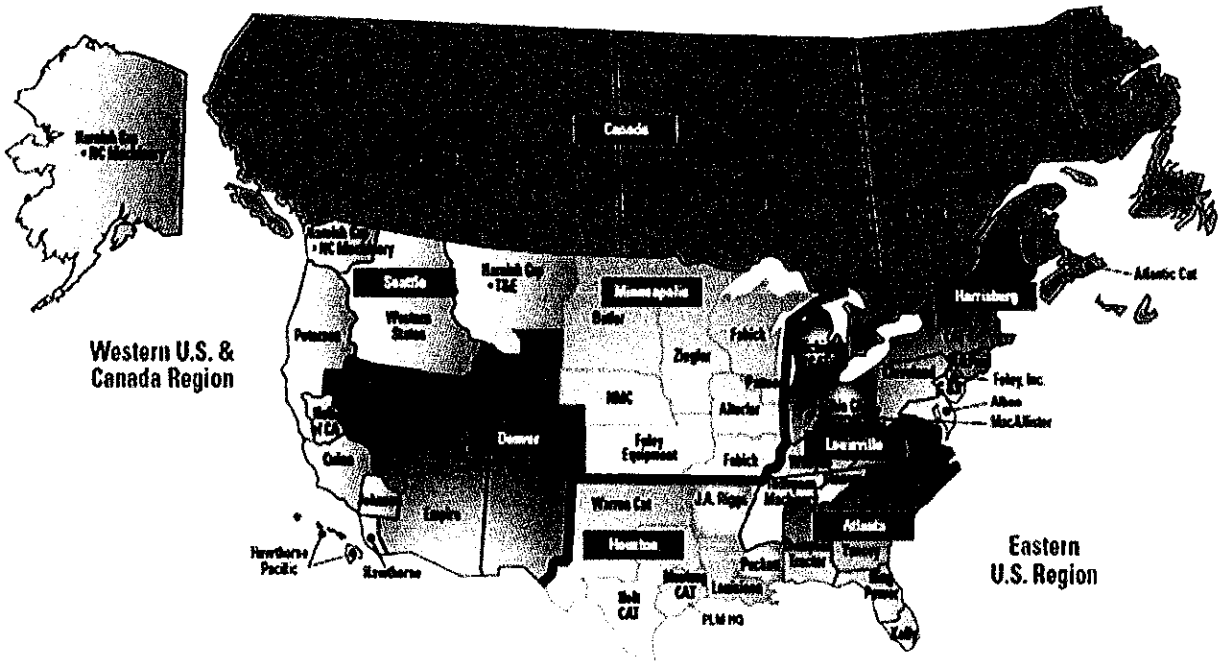


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

   Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

   Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

   Patty Redpath
   Governmental Sales
   100 NE Adams St, Peoria, IL 61629
   Office: 309-494-4578
   Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

   Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

   Brian Foster
   Americas North Sales Manager
   309-675-5181
   FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

   Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

   Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

   The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

Caterpillar's governmental sales in 2015 were $900M+ from 5,000+ units.

Customers who purchase Caterpillar equipment are ultimately the customers of the local Dealers who serve them. As such Caterpillar does not have all the contact information for customers requested here. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

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

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

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

C. SERVICE REQUIREMENTS

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

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the Oefferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

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

   City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

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

STANDARD TERMS AND CONDITIONS

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

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

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

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

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

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

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

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

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

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

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

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

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

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

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

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

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

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ~~—%~~1% of the total new machine purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of new machines to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including

any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

RE: Request for Proposal Number 161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc. and Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #161534 from the City of Tucson. We believe the current contract, #120377, is a very successful contract for all parties; City of Tucson, National IPA, National IPA Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #161534, if awarded, has three major benefits to all parties that are currently utilizing Contract #120377.

One – Capitalizing On the Momentum of Contract #120377
Contract #120377 has grown more than 1700% since 2012, and has increased more than 50% every year through 2015.

Two – Caterpillar's Product Offering Far Exceeds Any Other Manufacturer
CAT offers 159 more individual machine models to the governmental market than our next closest competitor. The depth and breadth of these additional units represents three times more machines to service your needs, and results in potential multiples of higher revenue through the contract.

Three – CAT Dealers' Larger Infrastructure in Both Stores and People to Serving the US
Cat Dealers have the infrastructure in stores and people in numbers, greater than all our competitors combined. More and more CAT Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/National IPA contract.

1. A nationally recognized municipality as the Lead Agency and,
2. A single award

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the co-op bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure the adoption by new and/or existing National IPA members. At Empire, we are experiencing an increased level of engagement, with our counterparts at other dealerships who are requesting our guidance and best practice suggestions- especially over the last 18 months as capital budgets have improved across the country.

The response will be separated into two sections. Section 3 and 4 is Cat only and Section 6 is a combined response, which will include the responses from both Caterpillar and Empire Machinery. This allows responses to be viewed together.

Caterpillar's response was prepared by Patty Redpath, Governmental Sales Account Manager based in Peoria, Illinois. Patty's response pertains to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory has their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar's commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States in the event that a local agency requests to purchase from this contract, and that specific Caterpillar dealer agrees with both the pricing level offered and agrees to accept any additional terms the agency requires.

The dealer response is from Empire Machinery, referred to as "Dealer Response". Empire approached our submission as if we were preparing our proposal solely for the City of Tucson. Empire's business relationship with the City of Tucson is highly valued and is our primary focus. The Empire Machinery section should only be considered as a commitment of what Empire will provide the City of Tucson and other agencies in our Cat territory. If this submission provides particular value, it may be used in the NIPA marketing effort to potential agencies in understanding what a Caterpillar dealership is capable of, but in no way is meant to imply or represent that any other dealers can or will provide the exact scope or elements that Empire offers the City of Tucson.

In addition, Empire represents several products that Caterpillar does not manufacture, but were requested in the RFP. We refer to non-Caterpillar products at Empire as "Allied" products. These help enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

Thank you for the opportunity to participate in this solicitation for the City of Tucson.

Sincerely,

Clinton Swapp
Sales Account Manager
520-240-8213
Clinton.Swapp@empire-cat.com

Mark McGee
Governmental Industry Manager
520-240-8292
Mark.McGee@empire-cat.com

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local

customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium;

Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

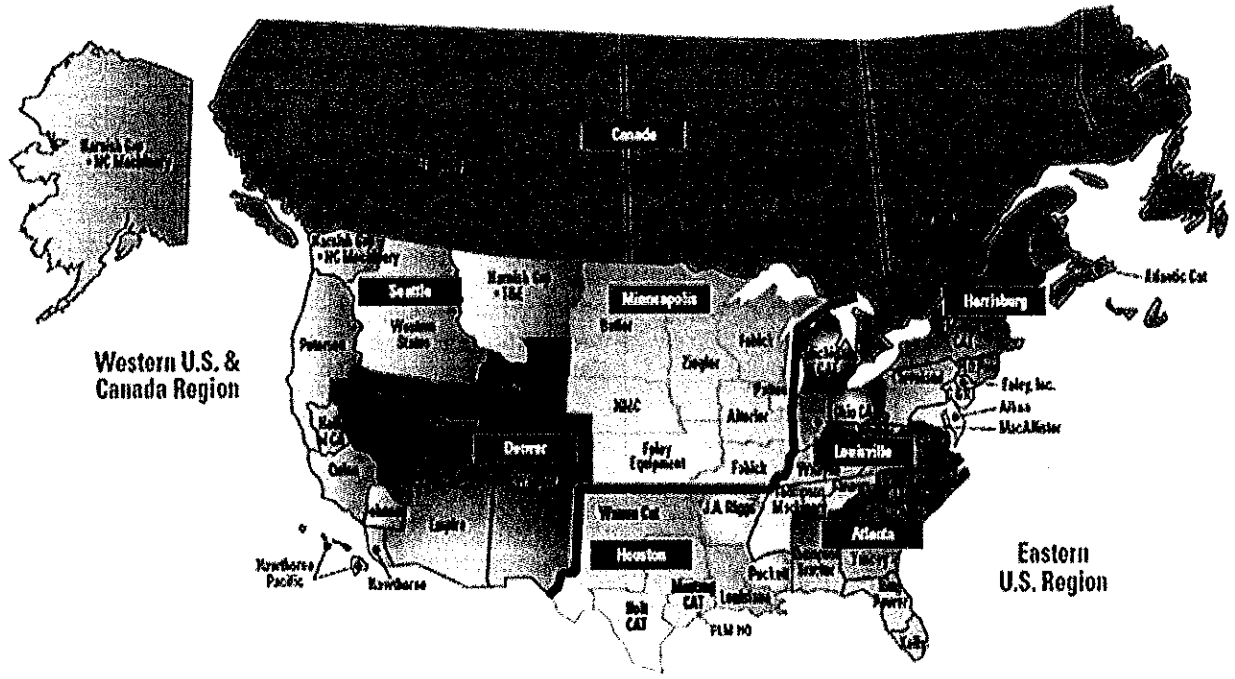


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions
Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving
Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools
In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied
There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	Caterpillar	John Deere	Komatsu	Volvo	Case	Bobcat
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers -- Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓
Linkage/Lines Connected to Hystat Pump **		✓	✓
Drive (pilot/eh) Control Valves **	✓	✓	✓
Senders/Sensors **		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

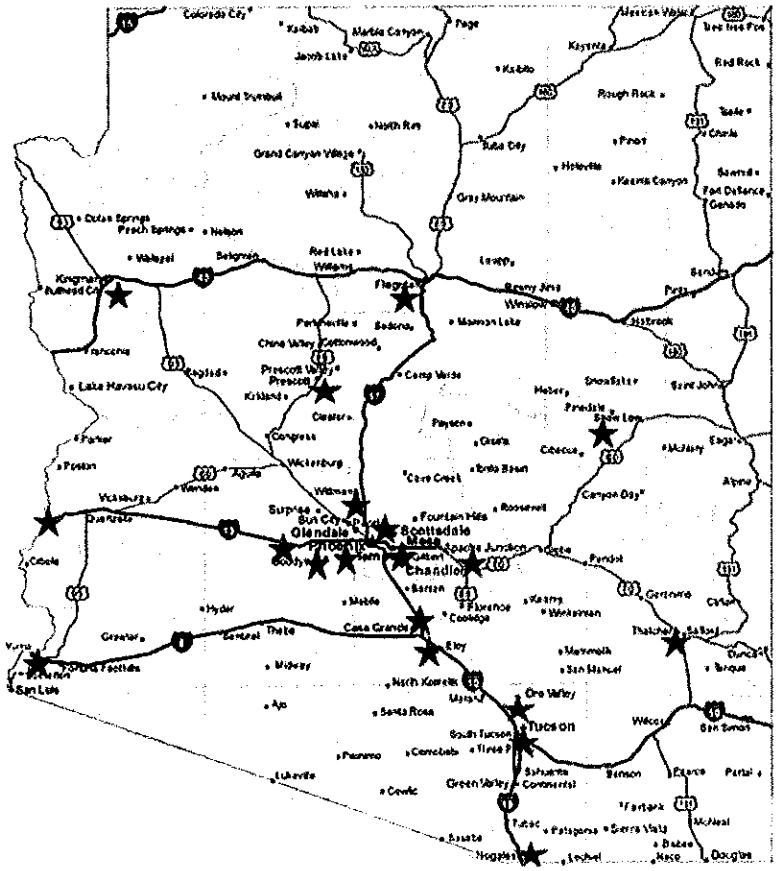


Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	X	X	X	X	X
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	X	X	X	X	X
Check all fluids levels such as Transmissions, Differentials, Tandems, Hydraulic, Steering, Coolant	X	X	X	X	X
Change fuel filters and fuel /water separators, clean fuel bowl screen (replace if neccessary)	X	X	X	X	X
Change Primary Air Filters	X	X	X	X	X
Check Coolant Condition - Freeze point	X	X	X	X	X
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (cen), ripper shanks)	X	X	X	X	X
Change cab A/C filters	X	X	X	X	X
Lubricate all grease points	X	X	X	X	X
Inspect and test all visible and safety systems	X	X	X	X	X
Change all filters this includes hydraulic filters, transmission filters, differentials filters if applicable		X	X	X	X
Change rear differential oil (Backhoe Loaders only on A.D. Models)		X	X	X	X
Change front wheel oil on off highway trucks		X	X	X	X
Change the Transmission oils, clean transmission screens and magnetic			X	X	X
Change swing drives oils on excavators, change differential and finals oils on backhoes			X	X	X
Change hydraulic oils on AG tractors, telehandlers, vibratory compactors only, change chain case oils on skid steer loaders			X	X	X
Change circle drive oil on motor graders			X	X	X
Change axle differential and final oils				X	X
Change tandem oil drive oils on motor graders				X	X
Change circle drive oils on motor graders according to OEM				X	X
Change hydraulic system oil					X

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
   a. Lubricants and fluids
   b. Towing
   c. Review PM checklist and procedures
      - 250 Hour
      - 500 Hour
      - 1000 Hour
      - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire Machinery and other dealers across North America, who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP#161534.

Dealer Related Parts, Service, Rentals and Accessories	Minimum List/Card Discount
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times. To avoid overwhelming this proposal with hundreds of example price increases, Empire will provide examples of the price increases associated with the seven Caterpillar models we have included below.

Typically, in September, Caterpillar announces an annual price increase that will affect machines and work tools shipping after January 1st of the following year. This is not based on order date, but ship date. If a tractor is ordered in August and is not going to ship until January, the tractor would be subject to the price increase for that model announced in September.

The price increase sheet is detailed by model and Empire has experienced price increases ranging from -1% to +8% over the past three years. In this time frame, Caterpillar has announced one mid-year price increase. It was announced approximately 90 days before taking effect and was rolled out as described above.

In regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change causing a reference number change, etc.

Listed below is the number of times Caterpillar made price adjustments between 01/01/2016 and 08/10/2016:

120M:	22 Price List changes
M316D:	15 Price List changes
D6K:	19 Price List changes
308E:	23 Price List changes
930:	36 Price List changes
12M2 AWD:	6 Price List changes
CB22:	11 Price List changes

Prior to 2006, most price increases followed the commodities markets of primarily oil and iron. Historically, this was a predictable 2%-3% per year. The most significant changes in pricing since 2006 have been the expense of manufacturers adding EPA emissions compliance packages. Some machines experience as much as +8% in 12 months.

We expect Caterpillar will return to a more stable range of price increases that more generally follow the U.S. inflation rate. The long range indicators/indices for predicting construction machinery will continue to be U.S. labor rates, and energy and steel. As one of the largest steel consumers in the world, Caterpillar blends long and short term contracts on steel and other commodities to help absorb shocks to these markets, in an effort to help its dealers and customers adjust. At the time of this writing, Empire does not anticipate significant changes that would affect the expected return to standard 2%-3% annual price increases.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

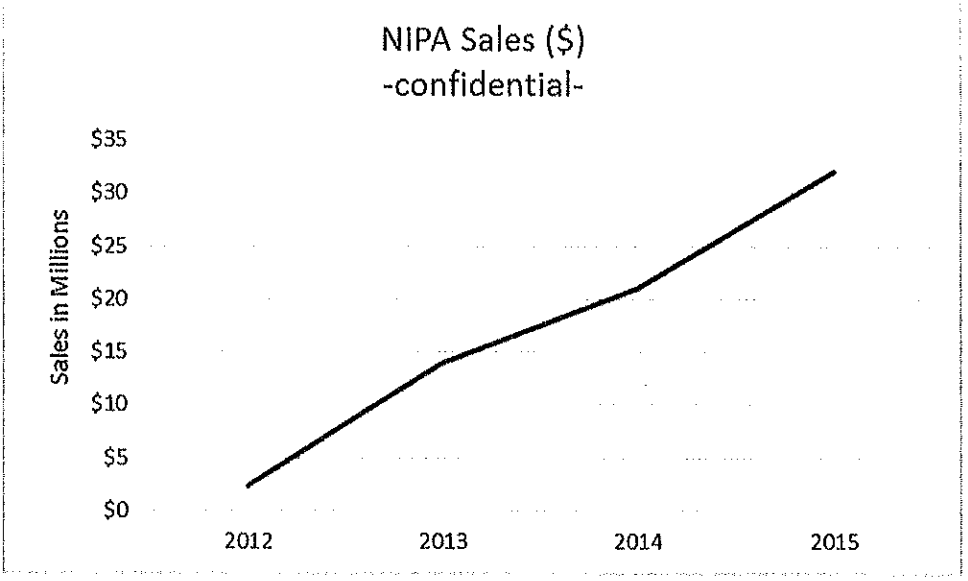
Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency

- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

Account : CATERPILLAR INC.

D-U-N-S® Number: 00-507-0479 - CATERPILLAR INC.
Account Number: CAT1
Trade Names: CATERPILLAR
Endorsement/Billing Reference: Wilson_Alex_D@cat.com

D&B Address	
Address	100 Ne Adams St Peoria, IL, US - 61629
Phone	309 675-1000
Fax	309-675-1076
Location Type	Headquarters
Web	www.caterpillar.com

Account Address	
Address	100 NE ADAMS ST PEORIA, IL, US - 616290001
Phone	309-675-1000
Fax	309-675-1076

Assigned to: Credit Department
Account Created: 08/31/2016
Last View Date: 10/05/2016
Last Review Date: 10/05/2016
Last Import Date: 08/31/2016
Endorsement : Wilson_Alex_D@cat.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Credit Limit	**Unavailable**	
Credit Limit - D&B Conservative	**1,000,000.00**	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	**1,000,000.00**	Based on profiles of other similar companies.
PAYDEX®	**70**	Paying 15 days past due
Commercial Credit Score Percentile	**39**	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	**67**	Moderate Risk of severe financial stress.
D&B Viability Rating		View More Details
Bankruptcy Found	**No**	
D&B Rating	**5A3**	5A indicates 50 million and over, Credit appraisal of 3 is fair

Account Review Reasons

Status: Credit Increase Recommended **Credit Increase Recommended:** An automated review triggered a recommended action of "Credit Increase Recommended" on 10/05/2016. D&B was your source of business information to make this decision.

The **"Low Risk 2-3.99"** rule triggered this review because of the following conditions:

Condition	Value
Cat Existing Scorecard Is Between 2.00 AND 3.99	3.85

Based on the "Credit Increase Recommended" rule the

credit terms are :

	Recommended	Latest Actual
Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	No instructions provided for this Review.	No instructions available.

The recommended credit terms were based on the following:

Condition	Value
Account ReviewRule	Credit Increase Recommended Rule

The following information was used to calculate the CLM:

Expression: (Caterpillar Input 3) * 5

▸ Previous 10 Credit Terms

Credit Terms prior to review on 10/05/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Credit Terms prior to review on 08/31/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

7
Days

Dollar-weighted average of **1128** payment

experiences reported from **239** Companies

Recent Derogatory Events

	Aug-16	Sep-16	Oct-16
Placed for Collection	-	-	500 on 1 acct
Bad Debt Written Off	-	-	-

D&B Viability Rating

1	**Viability Score: 1**
3	**Portfolio Comparison: 3**
A	**Data Depth Indicator: A**
4A	**Company Profile: A**

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	DOUGLAS R OBERHELMAN, CHB-CEO
Stock Symbol	CAT
Year Started	1925
Employees	105700 (1176 Here)
SIC	3531 , 3519
Line of business	Mfg construction & mining equipment, diesel & natural gas engines, industrial gas turbines, & diesel-electric locomotives
NAICS	333120
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

CAT : **89.50** ↑ 2.00 (2.28%)

Previous Close: 87.52

Volume: 4197372.00

Daily High: 89.88

Daily Low: 88.05

52-Week High: 89.20

52-Week Low: 56.37

P/E: 57.3718

Market Cap: 52,288,690,700

EPS: 1.56

Div/Yield: 3.45

FirstRain Company News

- **New Cat R1700K underground loader designed**
  2016-10-05T09:22:06 AKDT 9:22 AM-Mining
- **YieldBoost Caterpillar From 3.5% To 5.8%**
  2016-10-05T08:06:23 AKDT 8:06 AM-NASDAQ.com
- **Better Buy: Caterpillar Inc. vs. Illinois Tool**
  2016-10-05T07:50:24 AKDT 7:50 AM-FOX Business
- **Caterpillar Inc. (CAT) Stock Did Its Job. Cut**
  2016-10-05T04:07:36 AKDT 4:07 AM-Investor Place
- **Kim Hauer pursues new opportunity**
  2016-10-05T02:18:07 AKDT 2:18 AM-World Coal
- **Caterpillar : Exhaust Manifold for Caterpillar**
  2016-10-05T00:00:30 AKDT 12:00 AM-4-Traders
- **SAE International to Honor Caterpillar VP**
  2016-10-04T20:29:45 AKDT 8:29 PM-Houston
- **How Middle America became Trump country**
  2016-10-04T15:36:27 AKDT 3:36 PM-MSN CA
- **Caterpillar Inc. Files Forms 4**
  2016-10-04T15:09:06 AKDT 3:09 PM-PR Newswire
- **H.O. Penn Holds SITECH Demo Open House at**
  2016-10-04T11:55:54 AKDT 11:55 AM-Construction
- **Caterpillar Oil & Gas launches G3516J gas**
  2016-10-04T08:35:37 AKDT 8:35 AM-Oil Review
- **Caterpillar Factory Purchased by MN Company**
  2016-10-03T22:49:06 AKDT 10:49 PM-WTAQ
- **Caterpillar : CAT 794 AC MINING TRUCK**
  2016-10-03T08:05:31 AKDT 8:05 AM-4-Traders
- **Seeing Machines receives Caterpillar boost**
  2016-10-02T23:08:46 AKDT 11:08 PM-ProActive
- **Caterpillar, Inc. (NYSE:CAT) Is Expected To**
  2016-10-02T10:17:36 AKDT 10:17 AM-Realist

- Caterpillar : $313,154 Federal Contract
  2016-10-01T04:05:36 AKDT 4:05 AM-4-Traders
- Peoria business benefits from laid-off
  2016-09-30T07:54:26 AKDT 7:54 AM-Pekin
- Caterpillar: Did Cramer Call A Top?
  2016-09-30T06:21:47 AKDT 6:21 AM-Seeking Alpha
- Cat's exit no disaster after all
  2016-09-29T19:16:39 AKDT 7:16 PM-The Advocate
- Caterpillar (CAT) Announces Price Action of
  2016-09-29T13:18:54 AKDT 1:18 PM-
- Caterpillar Wins 2016 ANNY Excellence In
  2016-09-29T12:30:44 AKDT 12:30 PM-SeattlePi.com
- Caterpillar Uptrend Faces Major Obstacles
  2016-09-29T11:49:21 AKDT 11:49 AM-
- Caterpillar no longer a dog, rising 7% in two
  2016-09-29T09:02:13 AKDT 9:02 AM-Seeking Alpha
- Caterpillar Affirms Commitment to Egypt's
  2016-09-29T07:55:51 AKDT 7:55 AM-Caterpillar Inc.
- Jim Cramer -- It's Time to Stop Betting Against
  2016-09-29T06:31:21 AKDT 6:31 AM-The Street
- Caterpillar Inc. (CAT) Surged To A New High
  2016-09-29T03:31:45 AKDT 3:31 AM-RTTNews
- Congratulations to the Winners of San
  2016-09-28T20:53:39 AKDT 8:53 PM-Austmine
- Caterpillar Inc. (CAT) Shares Sold by
  2016-09-28T18:47:56 AKDT 6:47 PM-The Olympia
- Asphalt compaction seeing major technical
  2016-09-28T16:19:02 AKDT 4:19 PM-World
- Wall Street closed in the green again on OPEC
  2016-09-28T12:58:27 AKDT 12:58 PM-Forex Street
- Caterpillar Is Breaking Out to New Highs -- and
  2016-09-28T10:12:32 AKDT 10:12 AM-The Street
- Infocast's 4th Additive Innovation Summit
  2016-09-28T08:03:51 AKDT 8:03 AM-PRWeb
- How's Caterpillar Doing? Check These 2
  2016-09-28T07:13:08 AKDT 7:13 AM-The Street
- Caterpillar : 35TH ANNIVERSARY OF THE CAT
  2016-09-28T07:07:33 AKDT 7:07 AM-4-Traders
- Caterpillar : NEW CAT PROXIMITY
  2016-09-28T07:03:09 AKDT 7:03 AM-4-Traders
- 2 New Equity REITs In My 85 Stock Portfolio:
  2016-09-28T00:37:13 AKDT 12:37 AM-Seeking
- MCFA appoints Towlift as Pittsburgh dealer
  2016-09-27T09:43:34 AKDT 9:43 AM-Refrigerated &
- Excited About Caterpillar Inc.'s Latest Big Buy
  2016-09-27T03:37:21 AKDT 3:37 AM-FOX Business

- 2016-09-27T03:12:44 AKDT 3:12 AM-The Street

- **Caterpillar Goes Beyond the Iron at MINExpo**
  2016-09-26T13:06:21 AKDT 1:06 PM-CNBC

- **NowNS: International experience makes local**
  2016-09-26T11:04:45 AKDT 11:04 AM-The Chronicle

- **Caterpillar eyes a brighter future ahead of**
  2016-09-25T20:41:21 AKDT 8:41 PM-Mining

- **Caterpillar (world's No.1 heavy machinery**
  2016-09-25T18:06:38 AKDT 6:06 PM-NASDAQ.com

- **Caterpillar sees green shoots in mining, but**
  2016-09-24T16:43:38 AKDT 4:43 PM-MINING.com

- **Caterpillar Gives the Gift of Power to St. Luke's**
  2016-09-24T15:20:45 AKDT 3:20 PM-PR Newswire

- **American workers out, foreign workers in**
  2016-09-23T13:18:23 AKDT 1:18 PM-

- **Caterpillar Vice President Kim Hauer to Pursue**
  2016-09-23T07:55:18 AKDT 7:55 AM-Caterpillar Inc.

- **Nick in the AM: At least one media source**
  2016-09-23T05:51:23 AKDT 5:51 AM-The Peoria

- **From manufacturing to innovative design**
  2016-09-23T00:32:54 AKDT 12:32 AM-Engineers

- **QUT to Lead a Project with Caterpillar for**
  2016-09-22T18:53:23 AKDT 6:53 PM-Austmine

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	03/06/07
Suits	4	03/11/16
UCCs	722	08/09/16

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

1	Viability Score	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

3	Portfolio Comparison	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 3 with this model segment: **15 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A	Data Depth Indicator	Predictive Data:A	Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A	Company Profile	Financial Data	Trade Payments	Company Size	Years in Business
		Available	**Available** (3+ Trade)	**Large**	**Established**

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

This information may not be reproduced in whole or in part by any means of reproduction.

© 2005-2016 Dun & Bradstreet, Inc.

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.
CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Machinery
7000 S. Nogales Highway
Tucson, AZ 85756-9640
Phone: 520-746-8200

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

TO: Jeffrey Whiting, Contract Officer
City of Tucson

FM: Ann Schreifels
Governmental Sales Manager

RE: Price Discounts and Price Pages

Caterpillar does not have a typical product catalog or price pages. Because our machines and equipment are relatively low volume products and often created to customer specifications, we don't have a static document to attach here. With more than 300 products that each have a detailed 20- 40-page price list, we also didn't feel it was in the best interest of the City's environmentally conscious policies.

The City of Tucson can request current price pages from Caterpillar Inc, or from Empire Machinery at any time.

Because our pricing model under this contract is a minimum discount off of list price, those discounts are attached here. Working with the local sales representative to configure the machine correctly and then applying the discount will result in the contract price indicated in this proposal.

Please feel free to reach out to me at 309-338-5976 or to Patty Redpath at 309-494-4578 if you are not able to reach a local Empire Machinery contact.

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks	
725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks	
770	10.00%
773	10.00%

Landfill Compactors	
816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors	
814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders	
953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)*	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)*	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)*	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)*	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)*	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified) *(Reference the "XQ2000N" Caterpillar Price List)*	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply) **60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)**	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply) **Flywheel Options** **(Reference the "UPS300AG" Caterpillar Price List)**	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

Allied Products Discount Table	
Construction and Mining	**Minimum List/Card Discount**
Allmand (Light Towers)	18.00%
Broce Brooms	9.00%
JLG (Man lifts)	22.00%
Mega (Water tanks, Towers and Trailers)	8.00%
Genie (Man lifts and Telehandlers)	20.00%
Progressive Solar (Solar Power Light Plants)	10.00%
Multiquip Power	24.00%
Sullair Air Compressors	28.00%
Rockland (Buckets and Dozer Blades)	8.00%
Paladin (Couplers and Attachments)	8.00%
CE Attachments (Attachments)	12.00%
Dymax (Attachments)	8.00%
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	10.00%
Wain-Roy	11.00%
Agriculture	
Challenger Tractors	13.00%
Massey Ferguson Tractors	13.00%
Rome (Construction Grade Discs and Plows)	13.00%
Woods (Scrapers and Mowers)	13.00%
Gearmore (Attachments)	13.00%
Reynolds (Scrapers)	13.00%
TG Schmeiser (Box blades, Land Levelers)	13.00%
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	13.00%
On Road Industrial	
Fuso Trucks	7.50%
Mac Trailers	8.40%
Maintainer (Service Bodies)	6.00%
Murray Trailers (Heavy Haul)	2.00%
Trail King (Small to Heavy Haul)	7.00%
UTB (Service Bodies)	8.40%
Fleming Trailers	8.40%
Technology	
Spectra Precision (Survey Instruments)	12.00%
Trimble (2D and 3D Grading Systems)	12.00%
Accugrade (Caterpillar Grade Control)	12.00%
Seco (Surveying and Site Prep)	12.00%
Laserline (Laser Controls)	12.00%
Apache (Grade Control, GPS and Lasers)	12.00%
Level Best (Laser Grading Box)	10.00%
Unlisted and Future Allied Suppliers	
All unnamed supplies will have a minimum of 40% off the Standard Dealer Discount from the Manufacturer's List Price	
Example: Unnamed Manufacturer Dealer Discount Off List	10%
40% Off the Standard Dealer Discount	4%
Minimum Discount Offered under RFP #161534	4%

Dealer Related Parts, Service, Rentals and Accessories	
Dealer Related Parts, Service, Rentals, and Accessories	**Minimum List/Card Discount**
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	

Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many

dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

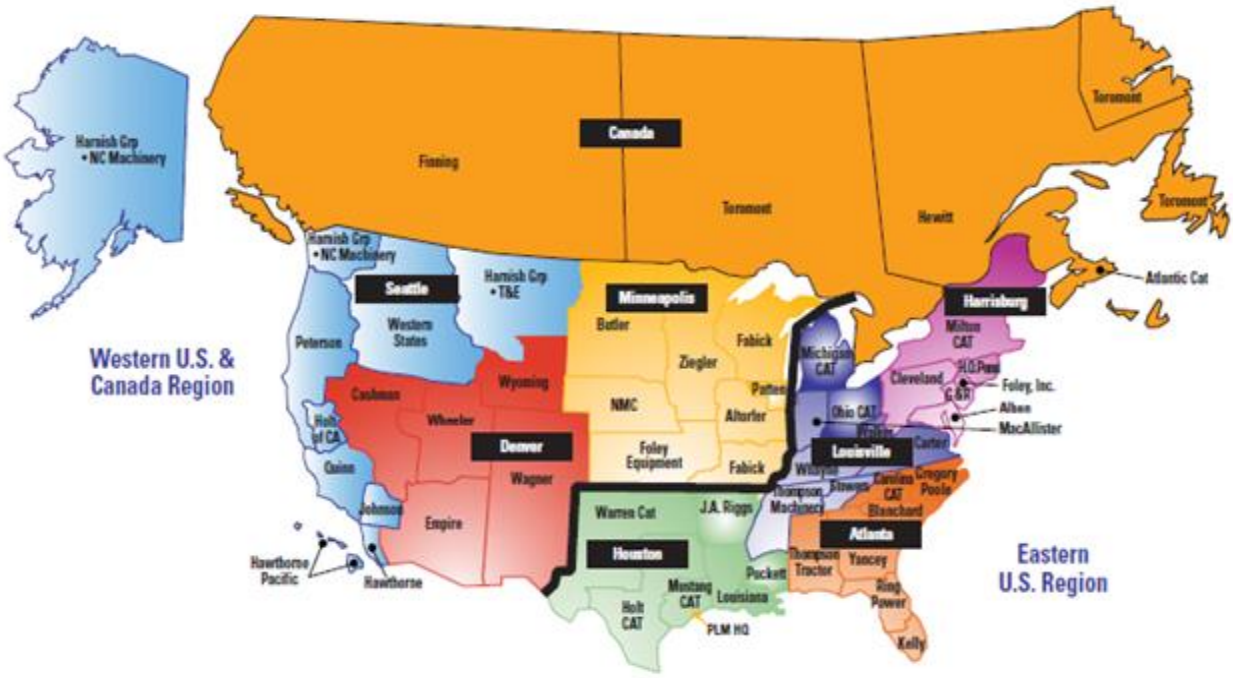


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment

As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	**On Road Industrial**
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers – Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓
Linkage/Lines Connected to Hystat Pump **		✓	✓
Drive (pilot/eh) Control Valves **	✓	✓	✓
Senders/Sensors **		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	x	x	x	x	x
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	x	x	x	x	x
Check all fluids levels such as Transmissions, Differentials,	x	x	x	x	x
Tandems, Hydraulic, Steering, Coolant. Change fuel filters and fuel /water separators,	x	x	x	x	x
clean fuel bowl screen (replace if neccessary)					
Change Primary Air Filters	x	x	x	x	x
Check Coolant Condition - Freeze point	x	x	x	x	x
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	x	x	x	x	x
Change cab A/C filters	x	x	x	x	x
Lubricate all grease points	x	x	x	x	x
Inspect and test all visible and safety systems	x	x	x	x	x
Change all filters this includes hydraulic filters, transmission		x	x	x	x
filters, differentials filters if applicable.					
Change rear differential oil (Backhoe Loaders oly on A-D Models)		x	x	x	x
Change front wheel oils in off highway trucks.		x	x	x	x
Change the Transmission oils, clean transmission screens and magnetic			x	x	x
Change swing drives oils on excavators , change			x	x	x
differential and finals oils on backhoes.			x	x	x
Change hydraulic oils on AG tractors, telehandlers, vibratory			x	x	x
compactors only, change chain case oils on skid steer loaders.			x	x	x
Change circle drive oil on motor graders			x	x	x
Change the differential and finals oils				x	x
Change tandem oil drive oils on motor graders				x	x
Change circle drive oils on motor graders accoding to OEM				x	x
Change hydraulic system oil.					x

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
    a. Lubricants and fluids
    b. Towing
    c. Review PM checklist and procedures
        - 250 Hour
        - 500 Hour
        - 1000 Hour
        - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CONFIDENTIAL CITY OF TUCSON RESPONSE: CATERPILLAR AND EMPIRE MACHINERY

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency
- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives

efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

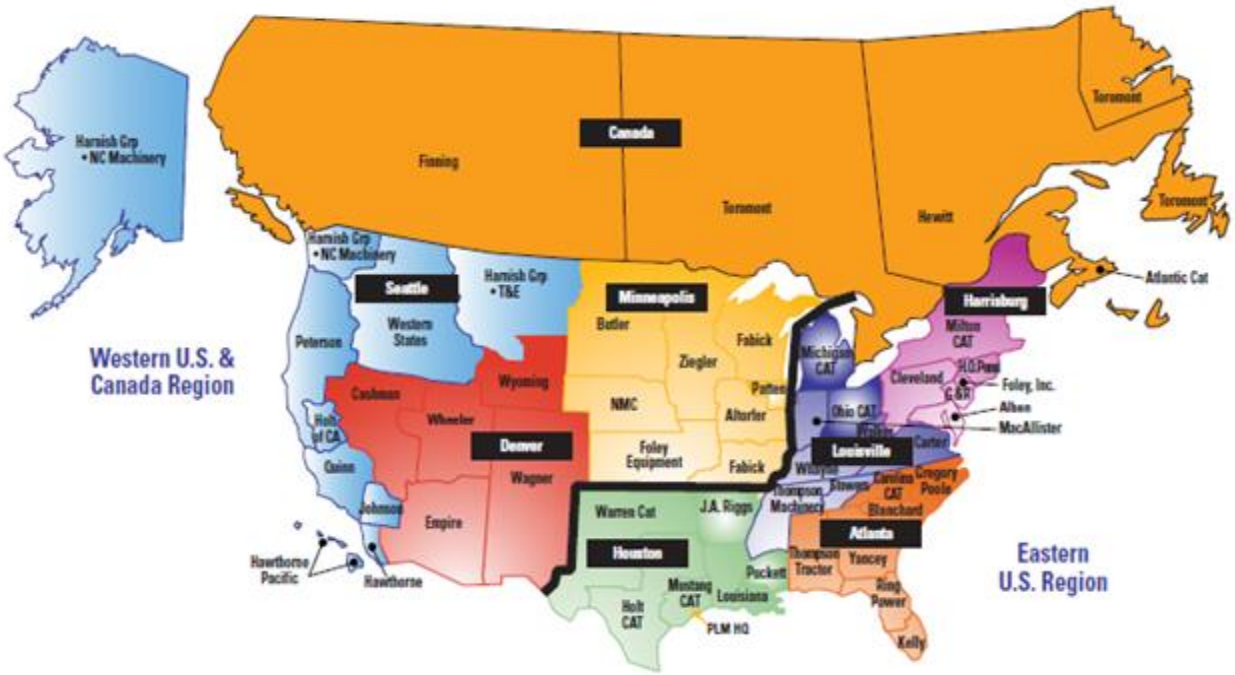


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled “Allied Products” for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

INTENTIONALLY LEFT BLANK

Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers

have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

Image 1, Caterpillar Dealer Brach Operations

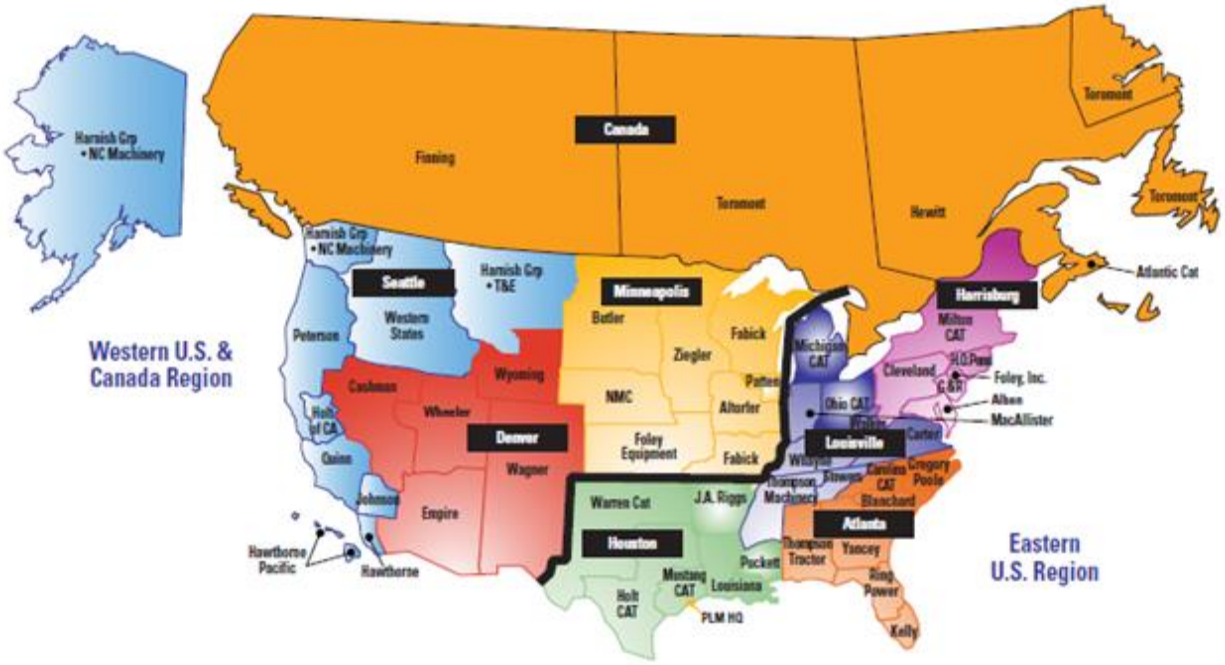


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina**: Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

Patty Redpath
Governmental Sales
100 NE Adams St, Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

Brian Foster
Americas North Sales Manager
309-675-5181
FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

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

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this_____day of_____, 2016.

As Tucson City Attorney and not personally

Awarded this_____day of_____, 2016.

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

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

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

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

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

C. SERVICE REQUIREMENTS

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

   For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the O~~o~~fferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

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

City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

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

STANDARD TERMS AND CONDITIONS

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

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

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

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

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

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

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

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

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

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

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

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

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

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

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

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

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

MONTHLY REPORTING & FEES

[redacted]

[redacted]

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

CATERPILLAR®

2015 EXECUTIVE SUMMARY
YEAR IN REVIEW AND SUSTAINABILITY REPORT

90 YEARS

WHAT WE'VE BUILT.

WHAT WE'VE BUILT.

A MESSAGE TO SHAREHOLDERS

Caterpillar faced a tough year in 2015, but we have successfully managed through many economic cycles since our founding in 1925. We remain financially strong and because of the actions we're taking I believe we will, as we have in the past, emerge stronger and always able to compete very effectively around the world. We continue to manage what we can control today while also investing in our future.

What We've Built
Since our first days as a company, Caterpillar has designed and built the world's most powerful, innovative and durable machines and engines. Our customers put them to work on projects that support sustainable progress and improved living standards. We add value for our customers by helping them achieve the lowest owning and operating costs through our sales and service network that reaches every corner of the globe.

Even in this environment, our market share for machines increased for the fifth year in a row. Our product quality continues to improve and is as strong as I've ever seen it. Our safety record improved again in 2015. As we further deploy Lean, we've already seen improvements in warranty and an up-to-95 percent reduction in internal defects per unit, and we anticipate substantial further improvements.

Where We're Headed and What We're Solving
Through Across the Table, we're strengthening our expectations of Cat dealers and the Caterpillar teams that support them. There are about a dozen specific projects underway – everything from expanded e-business to digital technology solutions connecting our machines and engines to our customers.

Digital transformation is a reality for our industry, and we're applying advanced analytics and digital-driven technologies – like Cat® Connect and MineStar™ – to improve worksite efficiency across our equipment and other brands, too. We also offer our customers Job Site Solutions, a true collaborative effort focused on improving job site efficiency. We're focused on using less fuel, increasing productivity and creating a safer work environment.

These are a few examples of how sustainability doesn't ever go out of style or focus at Caterpillar. Another is that our products – like distributed power systems, which improve energy access while emitting fewer greenhouse gases than traditional power grid systems – bring traditional, renewable and alternative energy options to urban, rural and remote communities across the world.

In 2015, we joined an effort to emphasize the vital role that restoration of natural infrastructure – forest, prairies, farmlands, wetlands and coastal landscapes – plays in sustainable global development. Additionally, we have been remanufacturing our products for more than 40 years, returning them to same-as-when-new condition, and conserving natural resources.

Caterpillar also supports the Caterpillar Foundation, which has invested more than $600 million since 1952 to transform lives and alleviate the root causes of poverty.

We were also honored to receive the "Vision for America" award from Keep America Beautiful in 2015 – a recognition for our sustainability commitment and significant progress toward aggressive sustainability goals.

Neither our accomplishments nor our goals are small or inconsequential. Given that we are Caterpillar, that shouldn't surprise anyone.

Doug Oberhelman
Chairman and CEO

WHERE WE STARTED.

The 21st century world you see today has been built with the help of Caterpillar machines and solutions. We've spent the past 90 years creating, building, problem-solving, innovating, testing, servicing and improving. In the process, we've built a global leader.

1925 — First year sales are **$13 million** for a product line of **5 tractors**.

1925 — **Holt Manufacturing Company** and the **C.L. Best Tractor Company** merge to form **Caterpillar**, reflecting the movement of the company's line of track-type tractors.

1929 — Our strong legacy of innovation begins with the introduction of our **first diesel tractor**.

About two months after "Black Tuesday," which some say signaled the start of the Great Depression, **Caterpillar Tractor Company stock** becomes available for public trading (NYSE: CAT).

1931 — Cat® machines help start the construction of more than **70,000 miles** of U.S. highways.

1931 — Our manufacturing headquarters move from **California to Illinois** and we change the standard paint color of our machines from gray to yellow.

1944 — We form our first overseas subsidiary – **Caterpillar Tractor Co. Ltd.** in England – the start of building plants outside the United States to be closer to customers.

1948 — Caterpillar machines go to work on **India's Bhakra Dam**.

1950 — Caterpillar engines supply power for **Apollo moon mission**.

1969 — Setting forth the company's beliefs to guide the organization in all aspects of its worldwide business activities, Caterpillar publishes a Worldwide **Code of Conduct**. Since then, the Code has been updated five times to reflect the company's culture and the ever-changing business environment.

1974 — **Business units reorganize** to become more accountable for results.

1986 — A **$1.8 billion** facility modernization program streamlines manufacturing processes and enhances profitability.

1990 — Cat® engines with **ACERT™ Technology** are unveiled to dramatically reduced harmful pollutants and waste emissions.

1992 — Caterpillar introduces SoLoNox Technology for gas turbines.

2001 — **Acquisitions** of Progress Rail, Electro-Motive Diesel, Johan Walter Berg AB, Bucyrus, MWM and Shandong SEM Machinery Co., Ltd.

2006 TO 2013 — Caterpillar introduces the **Cat® D7E** in 2008 with a first-of-its-kind electric drive system.

WHAT WE'RE SOLVING.

WHERE WE'RE HEADED.

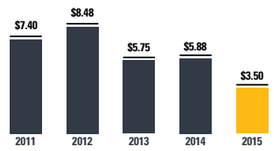
AT-A-GLANCE

FINANCIAL PERFORMANCE

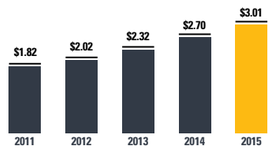
PRODUCT LINE

- Construction
- Mining Equipment
- Diesel & Natural Gas Engines
- Industrial Gas Turbines
- Diesel-Electric Locomotives

PROFIT PER SHARE
(DILUTED)



DIVIDENDS DECLARED
(PER SHARE)



END MARKETS INCLUDE:

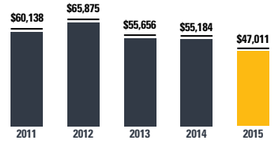
Building Construction
Roads and Highway Construction
Infrastructure Projects
Mining
Quarrying
Oil & Gas
Power Generation
Marine
Rail
Industrial

3Million+
Products at Work Around the World

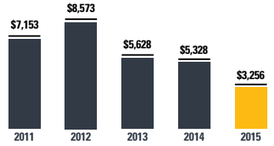
105,700
Employees

59%
Sales and Revenues Outside the United States

CONSOLIDATED SALES AND REVENUES
($ IN MILLIONS)

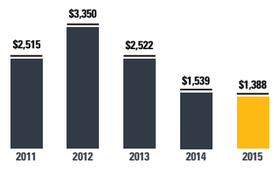


OPERATING PROFIT
($ IN MILLIONS)

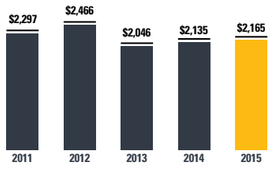


CONSOLIDATED SALES AND REVENUES BY SEGMENT
($ IN MILLIONS)

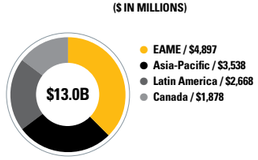
CAPITAL EXPENDITURES
(EXCLUDES EQUIPMENT LEASED TO OTHERS)
($ IN MILLIONS)



RESEARCH AND DEVELOPMENT
($ IN MILLIONS)



2015 EXPORTS FROM U.S. BY REGION
($ IN MILLIONS)



AT-A-GLANCE

2020 SUSTAINABILITY GOALS

Caterpillar has set aspirational, long-term goals for its operations and product stewardship. We believe these standards affirm our determination to lead our industry to a more sustainable future.

2020 GOALS FOR OPERATIONS

SAFETY
Reduce our recordable workplace injury rate to 0.6 and lost-time case rate due to injury to 0.15.

WATER
Reduce water consumption intensity by 50 percent from 2006.

ENERGY
Reduce energy intensity by 50 percent from 2006.

BYPRODUCT MATERIALS
Reduce byproduct materials intensity by 50 percent from 2006.

ENERGY
Use alternative/renewable sources to meet 20 percent of our energy needs.

SUSTAINABLE CONSTRUCTION
Design all new facility construction to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

GHG EMISSIONS
Reduce greenhouse gas emissions intensity by 50 percent from 2006.

PRODUCT STEWARDSHIP

SAFETY
Provide leadership in the safety of people in, on and around our products.

PRODUCTS, SERVICES AND SOLUTIONS
Leverage technology and innovation to improve sustainability of our products, services and solutions for our customers.

SYSTEMS OPTIMIZATION
Increase managed fleet hours by 100 percent from 2013.

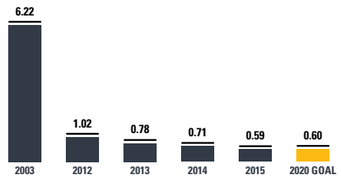
REMAN AND REBUILD
Increase remanufactured and rebuild business sales by 20 percent from 2013.

AT-A-GLANCE

SUSTAINABILITY GOALS & PROGRESS

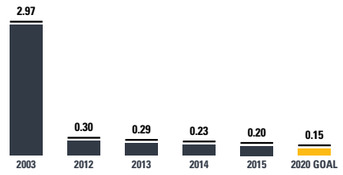
RECORDABLE INJURY FREQUENCY (RIF)

Recordable injuries per 200,000 hours worked



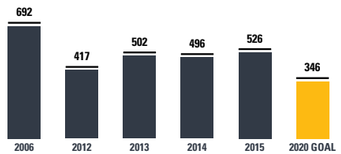
LOST-TIME CASE FREQUENCY RATE (LTCFR)

Work-related injuries resulting in lost time per 200,000 hours worked



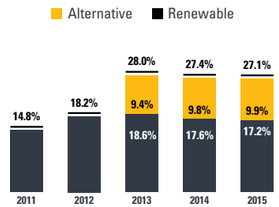
ENERGY INTENSITY

Absolute gigajoules energy use/million dollars of revenue



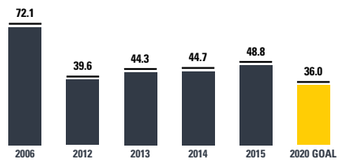
ALTERNATIVE/RENEWABLE ENERGY[1]

Sum of alternative and renewable electrical energy use/total electrical use x 100



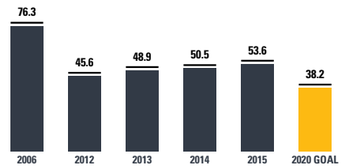
GHG EMISSIONS INTENSITY

Absolute metric tons of CO2e/million dollars of revenue



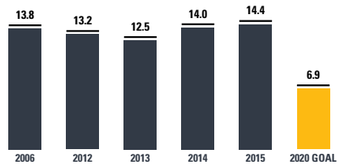
WATER CONSUMPTION INTENSITY[2,3]

Absolute thousand gallons of water/million dollars of revenue



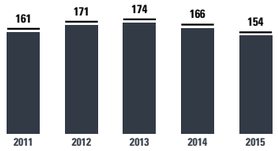
BYPRODUCT MATERIALS INTENSITY

Absolute metric tons of byproduct materials/million dollars of revenue



REMAN END-OF-LIFE "TAKE-BACK" BY WEIGHT[4]

Millions of pounds of end-of-life material received



1 Total includes purchased and on-site generated alternative and renewable energy, as well as calculating the percentage of renewable energy from grid-purchased electricity using data obtained from the International Energy Agency.
2 Data prior to 2015 has been restated due to data updates realized from improved accuracy.
3 Water consumption intensity does not include non-contact cooling water from foundry operations.
4 Data does not include Progress Rail, Electro-Motive or Solar Turbines.

WHERE WE'RE HEADED.

We're investing in the future and, as we always have, facing challenges head on and delivering the products and services that will keep Caterpillar the industry leader tomorrow, as it is today.

WHERE WE'RE HEADED

DATA AND INNOVATION

For 90 years, Caterpillar has delivered breakthrough innovation inside our machines and engines. Today, that innovation is increasingly happening outside the machine. We're going "beyond the yellow iron," harnessing the power of big data to offer our customers insights that decrease operating costs, increase uptime and maximize profitability. In the process, we're shaping a new era for Caterpillar in which we not only manufacture machines and engines, but also deliver value-added solutions that take our customer relationships to an entirely new level.

SIMULATION LEADS TO PRODUCT DESIGN OPTIMIZATION AND EFFICIENCY

The increased use of simulation in the development of everything from power systems to machine structures has truly allowed Caterpillar to improve overall product development efficiency, sharpening product quality and reducing time to market. Simulation reduces or eliminates the need for prototypes to be used in the design phase of development.

The large wheel loader team leverages the use of simulation in each new product development program. In fact, the first full phase of the Cat 994K product design, which is the largest wheel loader in Caterpillar history, was done virtually, and simulation touched every area of this new centerline machine at some point along the way.

CATERPILLAR®

CAT® COMMAND STEERS MINING IN A NEW DIRECTION

A fleet of gigantic Cat® 793 haul trucks rumbles along the dusty, red-sand haul roads of the Solomon mine in a vast, arid region of Western Australia. Working continuously, 24/7, the trucks maneuver through mine site traffic, back up into loading points and navigate to dump sites – all with minimal human intervention.

Iron is the reason Fortescue Metals Group (Fortescue) is there. At full operation, the new Solomon mine is projected to deliver 70 million tonnes of ore annually. It's a big job – and one that demands safety and maximized productivity. That's where Caterpillar's deep understanding of the mining industry and our customers' needs put us in the ideal position to offer semi-autonomous and autonomous solutions such as Cat® Command for Hauling. The realization of a longtime dream of the mining industry, Cat Command has improved safety and productivity.

Trucks operating with Cat Command for Hauling use sophisticated onboard intelligence and advanced guidance technology, so a small number of people can run the whole project and centralize the control. For job sites such as underground mines, autonomous solutions are fast becoming a safety necessity.

Since its inception, Cat Command has gone through a progression of offerings. Semi-autonomous solutions such as Command for Dozing, for instance, allow one operator to oversee up to three semi-autonomous Cat® D11s – Caterpillar's largest dozers – by remote control. There's even an option where the operator has no line of sight to the dozers and uses cameras for feedback.

"Every mine takes a different journey to autonomy," explains Sean McGinnis, product development manager. "But that path always leads to a safer, more productive mine site. Cat Command reduces variations in the way the machine is operating, ensuring that it operates the same way, every time. It's like having the mine's best operator at the controls, but he or she is located safely away from any potential hazards. It's the best of both worlds: increased productivity combined with increased safety."

Today, the Cat Command concept continues to meet customer needs in ways that we couldn't anticipate five years ago. That's what makes innovation exciting and what energizes us to keep finding solutions that make a real difference.

INVESTING IN R&D

WHERE WE'RE HEADED

CUSTOMER SUPPORT

Our business strategy is a simple one: make our customers more successful. We work with our dealer network every day around the world to ensure that success – at construction sites and mining quarries and power plants. Our goal is to speed the delivery of customer support by being an agile organization positioned to respond efficiently and effectively to customer needs. Because when our customers win, we win.

POWER TO PRESERVE THE PAST

The beautiful grounds and stunning architecture of Thomas Jefferson's historic residence, Monticello, function today as an important U.S. landmark, world-class museum and academic think tank, attracting more than 400,000 annual visitors.

Located outside of Charlottesville, Virginia, Monticello also houses one of the country's oldest and largest collections of historic documents. To help preserve and protect those irreplaceable collections for future generations, Caterpillar donated a 500kW Cat® C15 generator set, with local Cat dealer Carter Machinery providing the technical support, commissioning and testing. This followed a previous donation of a 350 kW Cat® C15 diesel generator set that provides standby power for Monticello's Robert H. Smith International Center for Jefferson Studies.

The donations were part of the estate's "Mountaintop Project," a multiyear effort to authentically restore the house and grounds to their appearance during Jefferson's retirement. We are proud to see these valuable assets entrusted to the quality and reliability of Cat® products.

CATERPILLAR®

HOMESTEAD DAIRY TURNS PROBLEM INTO PROFIT

Based in Plymouth, Indiana, Homestead Dairy began as a modest family farm with only 110 cows. In 1979, brothers Floyd and Dan Houin purchased the farm from their dad and turned it into the massive dairy operation that it is today. The dairy now hosts 1,800 milking cows and 300 dry cows, while an additional 1,700 cows come in from three nearby facilities for milking. However, more cows means more manure, and the odor directly impacted nearby residents.

The Houins saw the possibility to turn a problem into a profit. They decided to build a biomass waste-to-energy facility that could convert the manure into electric power. Floyd knew that Homestead Dairy's equipment would need to run 24/7 with minimal downtime, so dependability was the deciding factor in choosing Caterpillar to supply the power. In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Dairy partnered with local Cat® dealer, Michigan Cat, to customize a power generation system for Homestead Green Energy, the energy-producing business within the dairy – two Cat® G3512A generator sets and ancillary equipment.

In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Green Energy has been in constant operation since October 2013, and the Cat® generator sets are essential to the waste-to-energy process. The manure is collected in pools and piped 1,700 feet to a pair of mixing tanks that empty into two anaerobic digesters. Once inside the tanks, the waste is heated and treated with microbes that produce methane gas, which is used to fuel the gas generators. Generator exhaust heat and jacket water heat are used to warm up the digesters as part of the fermentation process.

Beyond odor reduction and the financial return from producing electricity, Homestead Dairy uses the dewatered solids from the digesters as clean bedding for the cows. Additionally, the liquid nutrient byproduct is held in lagoons and used to fertilize the farm fields.

"By turning this abundant substance into an income stream, we've made the dairy more profitable," said Ryan Rogers, plant operator for Homestead Green Energy. "It also helps increase nutrient value, which is great for the environment. The crops absorb the manure better, and odor reduction for the community is a huge benefit."

The Homestead Green Energy installation demonstrates the economic viability of smaller-scale, waste-to-energy operations to create wins for business, the community and the environment.

WHERE WE'RE HEADED

EFFICIENCY

In an insistent and urgent world, winning organizations make the most of every minute, resource and opportunity. Caterpillar is going after that win by leveraging Lean, Engineered Value Chains and building strong Foundational Capabilities throughout our value chain to fulfill our Customer Service Promise, maximize Operating Profit After Capital Charge (OPACC) and create a competitive advantage. We're becoming a more disciplined, less complex organization that is committed to finding smarter and faster ways to work across the enterprise. This translates into a powerful competitive advantage that helps Caterpillar improve market position and sustain long-term success.

LEAN BENEFITS

CATERPILLAR®

Stabilizing the Business

Enhancing Product Quality

Improving Velocity

Driving Value for Our Shareholders

RESOURCE INDUSTRIES
OFF-HIGHWAY TRUCK
45%
Reduction in field assembly time

ENERGY & TRANSPORTATION
MID-SIZE ENGINES
18%
Increase in throughput

CONSTRUCTION INDUSTRIES
MOTOR GRADER
65%
Inventory reduction (days on hand)

Since 2013, we have been committed to Lean to drive process and quality improvements at Caterpillar. Lean challenges all employees to get closer to the customer so they can deliver products and services based on the customers' true expectations. Our Lean journey goes beyond manufacturing to include all functional areas that execute business processes on a daily basis, including engineering, marketing, purchasing, accounting and human resources.

CATERPILLAR®

A GLOBAL SUPPLY NETWORK THAT DELIVERS UNDER PRESSURE

Nearly 40 percent of U.S. trade to and from Asia passes through West Coast ports in California. Keeping the flow of goods through these ports moving swiftly and efficiently is a priority for logistics and procurement networks across countless companies, including Caterpillar.

When a three-month labor dispute at one of these ports resulted in significant terminal congestion, the expertise of Caterpillar's logistics team translated into millions of dollars in savings, as well as ensuring that our supply flow remained resilient.

When business operations eventually returned to normal, many companies were left dealing with severe financial impact. While Caterpillar experienced added costs and some slowing in our materials flow, these were a fraction of the impact on other companies. That's how we know our Global Supply Network can deliver under pressure – not merely reacting to fluctuations in logistics, but truly taking charge of and managing our supply network.

Our staying power throughout the slowdown was due, in very large part, to the collaboration and flexibility of our Global Supply Network. Using a winning combination of procurement and logistics data and innovative thinking, a clearer inventory picture emerged to help streamline and divert shipments.

"We were able to see not only the best ports, but also the best terminals in those ports," explained Global Supply Network Director of Logistics Scott Shepherd, "so we could react faster and accurately reroute shipments. This allowed us to move material more quickly, while limiting added costs and overall supply disruption."

AN INDUSTRY LEADER WITH WORLD CLASS RESULTS

Caterpillar continues to improve upon historical best safety performance, and we are an industry leader with world-class results. Beginning in 2003, we implemented an enterprise-wide initiative to focus on safety called Vision Zero. Today, we're proud that our Recordable Injury Frequency has improved 91%, but there is more work to do. Breakthrough safety performance is continuing with our Lean Transformation by focusing on standard work, which means more folks are going safely home, every day.

WHERE WE'RE HEADED

PEOPLE

Best quality. Best reliability. Best endurance. The same attributes that define our products define our people – more than 105,000 of them around the world. For 90 years, Caterpillar people have been building the machines that have built our world. We're confident that Caterpillar's long-term future is secure thanks to our global team's drive to perform at a superior level. It's a commitment that extends beyond the workplace where Caterpillar employees contribute their time and talents to making the world around us a better one.

REAL CAT FOLKS

To showcase the rich diversity, passion for life and strong work ethic present in our Caterpillar family, we began the Real Cat Folks project. Inspired by Humans of New York, the project highlights that Caterpillar employees are real people – with real families, real pasts, real dreams and real stories. Visit caterpillar.com/RealCatFolks to see dozens of published profiles, and check back weekly for updates.

"I grew up on a cotton field on the coast and came to Suzhou for school. Suzhou is a beautiful city with the combination of modern industry and ancient history. I like to spend my spare time playing soccer and climbing mountains in the neighborhood. I've always wanted to learn to play guitar and want to play for my son in the future. He's 14 months old, and my biggest wish is to watch him grow up happily."

— YOUXIANG ZHANG, CHINA

"Caterpillar gave me a chance after being unemployed for five years. I never thought they'd hire me because of my age. When my youngest was having a rough time, I told her to fill out an application. The next thing I knew, she was hired on full time after three months of being an agency worker. Today she's a team lead, going strong and learning as much as she can. I'm very proud of her."

— HARRY, UNITED STATES

CATERPILLAR®

MARKING MILESTONES AT BOTH ENDS OF A CATERPILLAR CAREER

In 2015, two Caterpillar employees marked career milestones in two very different journeys. Their stories illustrate the satisfaction that comes at the end of a long career and the exhilaration that comes from being given the first chance to give your all.

In early 2015, Ed Flesburg retired after 60 satisfying years of service with Caterpillar. As a 6 Sigma Black Belt within the Global Supply Network Division (GSND), and over the course of his notable career, Ed achieved much success and delivered many outstanding results for the company.

Ed began his career in 1955, as a chip wheeler in East Peoria, Illinois. After returning from deployment to Korea, he spent the next 51 years in many different roles with the company, from janitor to drafting, designing and engineering.

Throughout his tenure, Ed achieved four company patents to his name, developed 14 major design changes, resolved 11 major design problems and generated more than $55 million in cost reductions. In addition, he pioneered the development of the heat transfer coolant category, where his experience and expertise was priceless.

Ed's manager, James Dryden, sums up Ed's outstanding tenure: "Famous basketball coach John Wooden once said 'Who can ask more of a man than giving all within his span? Giving all, it seems to me, is not so far from victory.' I cannot think of a better quote to describe Ed's work ethic and outstanding accomplishments to make Caterpillar the successful company it is today."

As Ed was accepting well wishes for the future from his grateful team, thousands of miles away 19-year-old Farooq Kahn was looking forward to the future for the first time in a long time. Farooq is training as an industrial mechanic at Caterpillar Mining in Lünen, Germany. His arrival at Caterpillar marks a milestone in a remarkable journey.

Farooq escaped from his home country of Afghanistan when he was only 15 years old, leaving his parents and siblings and all he knew behind him. It took him five months to arrive in Germany. He spoke not one word of German, had a very dangerous escape behind him and was completely on his own.

After his graduation from German elementary school, Farooq sent over 70 applications to companies, but only Caterpillar in Lünen was willing to give him a chance. At the time his German language skills were limited, and, as a refugee, he only had a temporary residence permit.

According to a study conducted in Germany, only 15 percent of companies are ready to hire young people with foreign roots. Caterpillar in Lünen has been a part of this small group of companies for years, but Farooq, now successfully integrated into the company, was the first refugee hired.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

"We strongly believe it to be part of our social responsibility to give young people like Farooq the possibility to enjoy a good education."

Farooq's aim is to successfully complete his industrial mechanic training and then possibly continue his studies. His instructor is very enthusiastic about his curiosity, ambition and commitment. "All I want is to build a new life for me here," said Farooq.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

WHAT WE'RE SOLVING.

Caterpillar continues to help make sustainable progress possible by offering solutions to ongoing challenges in our world today.

SAFE WORKPLACE SOLUTION

REVITALIZING A CULTURE OF SAFETY

As we work to reduce our enterprise Recordable Injury Frequency (RIF), there are countless large and small steps we have taken, as demonstrated by our progress to date. But even the most dedicated facilities sometimes reach a "safety plateau," where further improvements become more difficult to achieve. When our Mapleton, Illinois, Cast Metals Organization facility found their safety numbers plateauing at the end of 2012, they deployed facility-wide initiatives to break through to the next level of safety excellence.

The safety team, aided by the commitment of each of the nearly 600 employees on site and the Caterpillar Safety Services Zero Incident Performance (ZIP™) Process, undertook a cultural shift in how they address safety, thinking of the program as 'creating the presence of safety' rather than 'the absence of injuries.' Part of this shift involved making the concept of safety personal. An acronym like RIF is not easy to relate to daily work, but seeing and discussing how each injury affects real people in their work and personal life truly drives home the importance of safety. The safety team encouraged this viewpoint by dedicating all-employee meetings to recent on-site injuries and dialogues about how to make safety proactive instead of reactive. In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

Many of the safety improvements that Mapleton has implemented to break through its safety plateau have been generated by the employees themselves using a "Green Card" program to document and communicate when employees identify, and proactively fix, a safety risk. In 2015, Mapleton employees submitted nearly 5,000 Green Cards representing potential hazards or conditions that they worked on independently or with management to address, and believed could be improved. The facility also uses a "Star Green Card" system to allow department heads to further recognize employees who have gone above and beyond to fix a potential safety risk. The facility has implemented a full-time Safety Champion position for each department, empowering employees to apply their specific knowledge of shop floor and safety practices to work with department heads to enact health and safety initiatives.

Because safety communication has been fundamental to the success of Mapleton's efforts, the safety team created a safety improvement video, which is screened throughout the facility and updated each month to reflect the process and facility safety improvements that have been implemented. Often these videos highlight innovative solutions developed and implemented by the employees. Facility Manager Gary Bevilacqua attributes the success of the videos to the fact that it is a communication method that allows a different type of dialogue. "People are starting to talk about safety more openly and listening to the messages on the videos," he said. "It's generating awareness and more individuals are coming forward with new ideas and aren't afraid to discuss them with their teams."

CATERPILLAR®

WHAT WE'RE SOLVING

RENEWABLE ENERGY SOLUTION

BRINGING RENEWABLE ENERGY TO ANYWHERE IN THE WORLD

Renewable energy technologies are showing great promise to change how energy is produced around the globe, while addressing basic human needs. In 2015, Caterpillar launched a number of initiatives that will provide reliable, cost-effective and sustainable energy wherever it is needed.

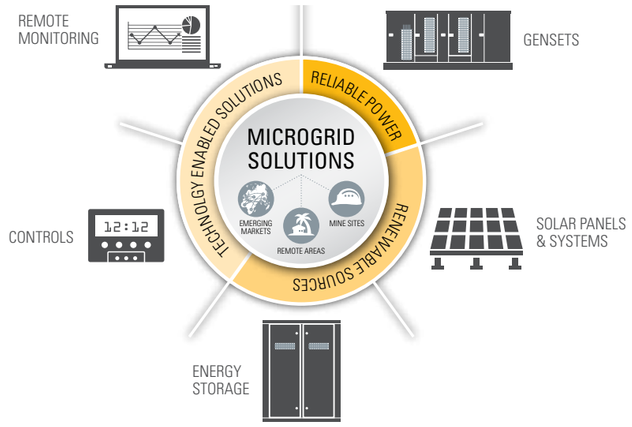
For example, microgrid technologies that couple renewable energy generation with traditional generators and energy storage systems can be deployed to places where the grid is weak, or does not reach. In 2015, Caterpillar entered a strategic alliance with solar industry leader First Solar to develop and distribute Cat branded photovoltaic modules for incorporation into microgrid systems that can be utilized anywhere from remote villages to mining operations. Caterpillar will distribute this innovative technology through our global network of dealers, providing value to our customers by integrating solar energy systems with Caterpillar's trusted expertise in distributed power generation technologies.

Caterpillar is also leveraging the advanced thin film solar panel technology for our traditional commercial and industrial customers' energy needs in more developed markets such as the United States and China. The thin film solar panel technology has higher energy capture characteristics than traditional solar panels, yielding increased annual energy production for our customers. Integration of these products with traditional standby generator sets allows customers to leverage the benefits of renewable energy even if the grid goes down, providing an even higher level of energy independence.

Another important technology that is rapidly progressing is energy storage systems, which allow customers to capture surplus renewable energy and store it for later use. Caterpillar, leveraging our bi-directional inverter technology developed for mining trucks and hybrid tractors, offers a full range of energy storage technologies, ranging from ultracapacitors for short duration storage to long duration metal- air energy storage products. Recognizing the benefit that energy storage technology can offer our customers, in 2015 Caterpillar invested in Fluidic Energy, the makers of metal-air energy storage technologies. We chose Fluidic Energy for this endeavor because the company's technology offers potentially significant advantages in terms of energy storage cost, depth of discharge, cycle life and safety over some traditional energy storage products.

Leading by example, Caterpillar is first deploying world-class microgrid technologies at some of its own facilities. Many Caterpillar operations resemble the commercial/industrial operations of our customers, so microgrid installations at Caterpillar facilities provide a hands-on educational and training experience for customers and dealers while simultaneously providing cost and emission reductions for the company. A prime example is the Caterpillar Tucson Proving Ground facility located in Arizona. Caterpillar performs validation testing of its mining equipment at this site, which comprises an office building, shop areas and large open-air test areas. Existing Cat® C15 diesel generator sets operate continuously to provide approximately 400kW of electricity to the site, consuming approximately 250,000 gallons of diesel fuel per year. Extending the local utility grid to this remote location is cost-prohibitive, but microgrid technology is now a cost-effective complement to diesel generators alone. We are installing 500kW of solar panels, 500kW of energy storage and a microgrid controller to seamlessly integrate these sources with the existing diesel generators. The system will carry the site load during daylight hours, enabling the diesel generators to reduce power output and shut down. Fuel consumption and exhaust emissions are expected to be reduced by 33 percent, and generator maintenance is expected to be reduced by 25 percent, with the resulting cost reductions providing an attractive return on the investment in the microgrid. Real-time performance of the system will be monitored remotely and will be available for viewing online by select Cat® dealers.

Moving forward, we intend to deploy similar microgrid systems, solar panels and energy storage systems to customers throughout the world – whether in remote villages, mining sites, islands, military installations, telecommunications facilities, or commercial/industrial facilities. By expanding Caterpillar's broad power generation portfolio and solutions, we are reducing customer costs and site emissions, while expanding access to electricity to those in the greatest need. Our goal is simple – to provide our customers and the communities where they work and live a brighter future no matter where they are in the world.



WHAT WE'RE SOLVING

MATERIAL RECOVERY SOLUTION

MATERIAL RECOVERY

Caterpillar encourages circular economy principles through our remanufacturing and rebuild businesses. This starts with durable products, many designed to be rebuilt multiple times. Through our remanufacturing and rebuild programs, components and machines are overhauled, rather than simply repaired or replaced. Reuse of parts, still within factory specifications, reduces waste and minimizes the need for additional raw materials necessary to produce new parts. This system is where Caterpillar is making some of its greatest contributions to sustainable development – keeping non-renewable resources in circulation for multiple life cycles.

For more than 40 years, Caterpillar's remanufactured products have provided same-as-when-new performance, reliability and warranty at fraction-of-new costs, as well as availability that gives customers more options at repair and overhaul time.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers a competitive advantage.

An excellent example of how our reman programs deliver value to customers can be found in the island nation of Dominica. There, almost all energy is produced using a combination of gas, diesel and fuel-oil generators. Rimco, the Cat® dealer in the Eastern Caribbean, has put a priority on offering remanufactured parts and components to the local electricity companies and customers. Remanufactured parts are more affordable, helping to manage operating costs, and are more readily available on the market, allowing faster turnaround time in the event of emergency repairs.

For instance, a local energy company uses 11 Cat® generators – primarily Cat® 3516, Cat® 3608 and Cat® 3612 engines – to supply the majority of the island's electricity. During 2015, two of the main generators needed emergency replacement parts, reducing the backup power available and increasing the risk to a disruption in energy supply to the island. Rimco provided remanufactured parts to the energy company, ensuring they could keep the power flowing without interruption.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers like Rimco a competitive advantage and has helped the 35-year-old company meet the needs of its customers across the Eastern Caribbean efficiently and affordably.

WHAT WE'RE SOLVING

SANITATION IMPROVEMENT SOLUTION

SUPPORTING GLOBAL SANITATION IMPROVEMENTS

When we seek to meet basic human needs around the world, particularly those of women and girls, sanitation is a high-impact area where we can focus our efforts. In 2015, the Caterpillar Foundation continued our support of The Global Poverty Project (GPP) with an investment to support universal access to sanitation. The grant will help GPP advocate for policies around the world that enable entrepreneurship, especially for women, by removing barriers caused by poor and inequitable access to sanitation – such as places to hand wash or use the toilet – and lack of access to basic education. GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises. Combined, these measures would return an estimated $220 billion to the global economy annually.

GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises.

In 2015, the United Nations adopted the Sustainable Development Goals (The Global Goals), a series of 17 goals with 169 targets to be achieved by 2030. Included in these goals were two key aspects of our policy partnership with GPP: the recognition of the need to ensure access to adequate sanitation and hygiene for all, and a commitment to end open defecation, especially for women, girls and those in vulnerable situations. GPP will continue to work on other aspects of our sanitation-policy partnership, including securing a $10 million-per-year increase in Water, Sanitation and Hygiene (WASH) aid from the United States government, and urging four new governments or companies to allocate new, additional financial resources to sanitation efforts.

WHAT WE'RE SOLVING

NATURAL INFRASTRUCTURE SOLUTION

SHINING A LIGHT ON THE CLIMATE BENEFITS OF NATURAL INFRASTRUCTURE

Cat® products are used to support infrastructure projects around the world, including natural infrastructure projects such as the restoration of forests, wetlands and other landscapes. We believe that Caterpillar's expertise across industries puts us in a prime position to drive the global discussion on the importance of natural infrastructure and its restoration. Not only is sustainability one of our Core Values, but over our 90-year history we have also built relationships across a wide range of infrastructure businesses that will be critical to restoring the world's natural landscapes. Already, Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Around the world, governments, industries and individuals are talking about climate change, the threats it poses to our livelihoods and the best ways to address it. The majority of the conversation has focused on the role energy plays in our global carbon footprint. Natural infrastructure – forests, prairies, agricultural lands, coastal landscapes, wetlands and other landscapes – also plays a vital role in managing carbon and supporting global sustainability. In 2015, to complement our existing initiatives focused on reduction of greenhouse gases, Caterpillar spearheaded an effort to raise awareness of the benefits of natural infrastructure.

Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Natural infrastructure sequesters billions of tons of carbon for productive use in plants and soils. Scientists say that more carbon resides in soil than in the atmosphere and all plant life combined; there are 2,500 billion tons of carbon in soil, compared with 800 billion tons in the atmosphere and 560 billion tons in plant and animal life. The food, fiber and lumber produced from natural infrastructure provide our nourishment and much of the raw materials for clothing and housing. With the earth's population expected to grow from 7 billion to more than 9 billion in the next few decades, ensuring the health and productivity of our natural infrastructure will be integral to meet the growing need for food and other basic human needs.

Land and Water Resources for Food and Agriculture (SOLAW), found 25 percent of the world's lands are now considered "highly degraded" as a result of poor management practices. This means that an area roughly the size of North America may suffer from deforestation, desertification, severe erosion and wetland contamination. As a result, communities that depend on these lands may experience less productive farmland, poorer water quality and lower storm resilience. According to Ohio State University's Carbon Management and Sequestration Center, restoring soils of degraded and desertified ecosystems has the potential to provide an additional 1 billion to 3 billion tons of in-soil carbon storage capacity annually, equivalent to approximately 3.5 billion to 11 billion tons of CO_2 emissions.

In November 2015, Caterpillar hosted the first major national summit in the United States of diverse stakeholders who have a part to play in natural infrastructure restoration. The summit brought together leaders from engineering, construction, finance, governments, academia and nongovernmental organizations to establish a coordinated effort across these industries to develop and deploy sustainable development solutions. Participants delved into the scientific and business cases for natural infrastructure restoration and brainstormed policies, business models and financing solutions needed to expand the world's natural infrastructure restoration efforts.

Following the summit, Caterpillar has published a comprehensive white paper detailing the summit discussions. The paper highlights the recommendations that businesses and governments may consider to increase the effectiveness of efforts to restore natural infrastructure and keep pace with our need for the critical services, including carbon sequestration and resources, that natural ecosystems provide. Through the use of our products for natural infrastructure restoration projects and continuing to increase awareness, this is another way that Caterpillar can continue to build a more sustainable world.

WHAT WE'RE SOLVING

SUSTAINABILITY VISION, MISSION, STRATEGY & PRINCIPLES

VISION

Our vision is a world in which all people's basic needs – such as shelter, clean water, sanitation, food and reliable power – are fulfilled in a sustainable way and to be a company that improves the quality of the environment and the communities where we live and work.

MISSION

Our mission is to enable economic growth through infrastructure and energy development, and to provide solutions that support communities and protect the planet.

STRATEGY

Our strategy is to provide work environments, products, services and solutions that make safe, productive and efficient use of resources as we strive to achieve our vision. We apply innovation and technology to improve the sustainability performance of Caterpillar's products, services, solutions and operations. We believe sustainable progress is made possible by developing better systems that maximize life cycle benefits, while also minimizing the economic, social and environmental costs of ownership, as reflected in our sustainability principles. We will execute our strategy by working to meet our aspirational sustainability goals.

SUSTAINABILITY PRINCIPLES

Sustainability is part of who we are and what we do every single day. We recognize that progress involves a balance of environmental stewardship, social responsibility and economic growth.

Caterpillar Sustainability Principles drive our commitment to make sustainable progress possible.

Prevent Waste (Improve Safety, Efficiency and Productivity):

By increasing the safety, efficiency and productivity of processes and products, we reduce cost and minimize the use of materials, energy, water and land. We provide a safe work environment and the tools and training employees need to work safely. We provide customers with products, services and solutions that improve the sustainability of their operations.

Improve Quality (Team, Community, Environment and Operations):

We focus on improving quality for our company, customers, communities, environment and the quality of life for our employees. We use Lean and 6 Sigma to improve our operations and products. Our employees and their families experience a better quality of life when the quality of our company, communities and the environment is maintained. We attract and develop the best teams.

Develop Better Systems (Innovate):

We leverage innovation and technology to maximize efficiency and productivity. We remanufacture, rebuild and recycle to conserve resources for multiple life cycles. We develop products that contribute to communities through infrastructure development and energy access. We develop better systems throughout the value chain, "engineering the whole chain, not just the links," in order to maximize life cycle benefits.

OFFICERS

Chairman of the Board & Chief Executive Officer
Douglas R. Oberhelman

Group Presidents
Robert B. Charter
Thomas A. Pellette
Edward J. Rapp
D. James Umpleby III
Denise Johnson – effective 2016

Group President & Chief Financial Officer
Bradley M. Halverson

Executive Vice President, Law and Public Policy & Chief Legal Officer
James B. Buda

Senior Vice President
David P. Bozeman

Vice Presidents
Kent M. Adams
William P. Ainsworth
Mary H. Bell**
Thomas J. Bluth
Wai Man (Raymond) Chan
Qihua Chen
Frank J. Crespo
Christopher C. Curfman**
Bob De Lange
Michael L. DeWalt
Paolo Fellin
William E. Finerty**
Gregory S. Folley
Thomas G. Frake
Kimberly S. Hauer
Gwenne A. Henricks
Kenneth J. Hoefling*
Douglas O. Hoerr
Denise C. Johnson
Kathryn D. Karol
Philip G. Kelliher
Pablo M. Koziner
Julie A. Lagacy
Nigel A. Lewis
Steven W. Niehaus
E. Jean Savage
Mark E. Sweeney**
George H. Taylor, Jr.
Tana L. Utley
Karl E. Weiss
Ramin Younessi

Chief Accounting Officer
Jananne A. Copeland

Corporate Controller
Jill E. Daugherty

Treasurer
Edward J. Scott

Assistant Treasurer
Sally A. Stiles

Chief Audit Officer
Kimberly R. Doe

Chief Ethics and Compliance Officer
Lance W. High

Corporate Secretary
Christopher M. Reitz

Assistant Secretary
Patrick G. Holcombe

Assistant Secretary
Joni J. Funk

*Appointed in 2015
**Retired in 2015

BOARD OF DIRECTORS

David L. Calhoun
Daniel M. Dickinson
Juan Gallardo
Jesse J. Greene, Jr.
Jon M. Huntsman, Jr.
Dennis A. Muilenburg
Douglas R. Oberhelman
William A. Osborn
Debra L. Reed
Edward B. Rust, Jr.
Susan C. Schwab
Miles D. White

LEGAL STATEMENTS

© 2016 Caterpillar All Rights Reserved. CAT, CATERPILLAR, their respective logos, ACERT, BUILT FOR IT, MineStar, Product Link, Solar, VisionLink, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar Inc. or its subsidiaries and may not be used without permission.

Forward-Looking Statements Certain statements in this 2015 Sustainability Report relate to future events and expectations and are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believe," "estimate," "will be," "will," "would," "expect," "anticipate," "plan," "project," "intend," "could," "should" or other similar words or expressions often identify forward-looking statements. All statements other than statements of historical fact are forward-looking statements, including, without limitation, statements regarding our outlook, projections, forecasts or trend descriptions. These statements do not guarantee future performance, and we do not undertake to update our forward-looking statements.

Caterpillar's actual results may differ materially from those described or implied in our forward-looking statements based on a number of factors, including, but not limited to: (i) global and regional economic conditions and economic conditions in the industries we serve; (ii) government monetary or fiscal policies and infrastructure spending; (iii) commodity price changes, component price increases, fluctuations in demand for our products or significant shortages of component products; (iv) disruptions or volatility in global financial markets, limiting our sources of liquidity or the liquidity of our customers, dealers and suppliers; (v) political and economic risks, commercial instability and events beyond our control in the countries in which we operate; (vi) failure to maintain our credit ratings and potential, resulting in increases to our cost of borrowing and adverse effects on our cost of funds, liquidity, competitive position and access to capital markets; (vii) our Financial Products segment's risks associated with the financial services industry; (viii) changes in interest rates or market liquidity conditions; (ix) an increase in delinquencies, repossessions or net losses of Cat Financial's customers; (x) new regulations or changes in financial services regulations; (xi) a failure to realize, or a delay in realizing, all of the anticipated benefits of our acquisitions, joint ventures or divestitures; (xii) international trade policies and their impact on demand for our products and our competitive position; (xiii) our ability to develop, produce and market quality products that meet our customers' needs; (xiv) the impact of the highly competitive environment in which we operate on our sales and pricing; (xv) failure to realize all of the anticipated benefits from initiatives to increase our productivity, efficiency and cash flow and to reduce costs; (xvi) additional restructuring costs or a failure to realize anticipated savings or benefits from past or future cost reduction actions; (xvii) inventory management decisions and sourcing practices of our dealers and our OEM customers; (xviii) compliance with environmental laws and regulations; (xix) alleged or actual violations of trade or anti-corruption laws and regulations; (xx) additional tax expense or exposure; (xxi) currency fluctuations; (xxii) our or Cat Financial's compliance with financial covenants; (xxiii) increased pension plan funding obligations; (xxiv) union disputes or other employee relations issues; (xxv) significant legal proceedings, claims, lawsuits or government investigations; (xxvi) changes in accounting standards; (xxvii) failure or breach of IT security; (xxviii) adverse effects of unexpected events, including natural disasters; and (xxix) other factors described in more detail under "Item 1A. Risk Factors" in our Form 10-K filed with the SEC on February 16, 2016, for the year ended December 31, 2015.

To learn more about Caterpillar in 2015 and our sustainability journey, please visit the full 2015 Year in Review and Sustainability Reports at http://reports.caterpillar.com/

Caterpillar Inc.
100 NE Adams Street
Peoria, Illinois 61629 USA
1 (309) 675-1000

CATERPILLAR®

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued…

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- **I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR**
- **II. PRODUCTS THAT COST AUD 40,000 OR LESS,**

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.
CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Southwest, LLC
P.O. Box 2985
Phoenix, AZ 85062-2985

Any questions regarding payments should be directed to your account manager or to accounts.receivable@empire-cat.com.

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks	
725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks	
770	10.00%
773	10.00%

Landfill Compactors	
816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors	
814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders	
953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)	
(Reference the "XQ2000N" Caterpillar Price List)	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 161534

Heavy Equipment, Parts, Accessories, Supplies and Related Services

AMENDMENT NO. ONE (1)

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced RFP as though fully set forth therein. Any questions regarding this amendment should be addressed to Jeffrey Whiting, Contract Officer at (520) 837-4123 or Jeffrey.Whiting@tucsonaz.gov.

JW/lr

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Print Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**161534**
PROPOSAL DUE DATE:	**October 27, 2016 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**Department of Procurement** **255 W. Alameda, 6th Floor, Tucson, AZ 85701**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**October 4, 2016**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	**City Hall, 1ST Floor Conference Room** **255 W. Alameda, Tucson, AZ 85701**
CONTRACT OFFICER:	**Jeffrey Whiting**
TELEPHONE NUMBER:	**(520) 837-4123** **Jeffrey.Whiting@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/lr

PUBLISH DATE: September 27, 2016

INTRODUCTION

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.** The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City anticipates spending approximately $8.5 million for Heavy Equipment over the full potential Master Agreement term (5 years). For Fiscal Year 17, the City anticipates purchasing an articulating haul truck and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Heavy Equipment purchased under the Master Agreement through National IPA is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	**Estimated Finish Date of Activity**
RFP Published	September 27, 2016
Pre-proposal conference	October 4, 2016
Proposal due date	October 27, 2016
Anticipated Vendor Interview / Demonstration	November 28 – December 2, 2016
Anticipated Final negotiation completed	December 19, 2016
Contract award & issuance of purchase order	January 9, 2017

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.
b. Have a distribution model capable of delivering heavy equipment nationwide.
c. Have a demonstrated sales presence.
d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA with MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall include, but not be limited to, the following:

a. Copy of Contractor's order to the factory.
b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
c. Factory generated computer status reports.
d. Notification to the City of any changes in production or shipping dates.
e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice
b. Warranty document
c. Level 1 Inspection
d. Required manuals
e. RD108-Title

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the General Services Department/Fleet Services Division staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the

Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Total Maintenance and Repair (TMR's) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

Additional Requirement for City of Tucson Landfill: A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to, the following:

Landfill Equipment:
- Landfill Dozers
- Landfill Compactors
- Landfill Scraper

Material Handling
- Fork Lift
- Crane / Wheeled
- Crane / Track

Construction Equipment
- Air Compressor
- Articulated Dump Truck
- Asphalt Cold Planer
- Asphalt Rotary Mixer
- Bucket Truck
- Cement Mixer
- Chip Spreader
- Crack Sealer
- Dozers **/** Tracked
- Dozers / Wheeled
- Dump Trucks
- Excavators / Tracked
- Excavators / Wheeled
- Ice Resurfacer
- Loaders / Backhoe / Wheeled
- Loaders / Tracked
- Loaders / Wheeled
- Motor Graders
- Patcher Truck
- Paver / Tracked
- Paver / Wheeled
- Rollers / Drum / Vibrate
- Rollers / wheeled / Pneumatic
- Rollers / Drum / Wheeled
- Scrapers
- Skid Steer Loaders
- Soil Compactors
- Sweeper / Scrubber
- Sweeper / Street
- Sweeper / walkway
- Telehandlers
- Trailer / Tilt
- Trailer / Flatbed
- Trailer / Drop Neck
- Trailer / Utility
- Trencher
- Water Truck
- Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

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

C. SERVICE REQUIREMENTS

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

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

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Lease/Financing Options:** The ability to provide financing options. Identify direct or third party financing or both.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.

g. **Incorporation of New Business Enterprises:** The ability to incorporate certain business enterprises (as requested by the City or Participating Agencies) into your distribution, and sales channels.

h. **Green/Sustainability Program:**
1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
   For purposes of this solicitation and subsequent contract, the following definitions shall apply:
   City: The City of Tucson, Arizona
   Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
   Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
   Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
   Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
   May: Indicates something that is not mandatory but permissible.
   Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
   Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
   Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror.

There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with

modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. LATE PROPOSALS: Late proposals will be rejected.

16. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. WITHDRAWAL OF PROPOSAL: At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. DISCUSSIONS: The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any

property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

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

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.
2. Identification and description of sub categories.
3. Identify accessories, parts, services, etc. that are available through the manufacturer.
4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

6. Do you offer color choices for each product listed?

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:
   1. types of warranties available (by category or equipment)
   2. description of your warranty claims procedures.
   3. description of your policy addressing warranty issues related to:
      i. Major Component Failures
      ii. Engineering Deficiencies
      iii. Describe your firm's standard response time to address warranty failure issues.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

f. Submit all information that will aid the City in evaluating your proposal

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

   1. Provide detailed information explaining your service capabilities.

   2. Provided detailed information explaining the service capabilities of your authorized dealers.

   3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

   4. Describe your training programs, addressing, at a minimum, the following:
      i. How will equipment training be conducted?
      ii. Describe the training curriculum for the equipment operators.
      iii. Describe the training curriculum for the service technicians.
      iv. How will you accommodate various work shifts?
      v. What type of documentation is provided with the proposed training?
      vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
      vii. Is the training provided by the manufacturer, dealer or both?

5) Ordering and Invoices
   a. Describe your order process.

   b. How do agencies work with your firm to determine appropriate equipment needs?

   c. Describe the equipment delivery process and your delivery commitment.

   d. What is your standard equipment delivery timeframes?

   e. How does your firm communicate order cut off dates to your customers?

   f. Identify and describe any exceptions or challenges.

   g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

   h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

   i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

   j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

   k. Titles- will equipment be provided with proof of registration with the state?

   l. Will each product be delivered free of distributor advertising?

6) Other
   a. Describe any government rebate programs applicable.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

   The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

2) Based on your distribution network, explain how freight is calculated.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

9) Does your firm have a City of Tucson Business License? _____Yes _____No
   a. If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

2) Describe your dealer network and their role in providing products and services under this contract.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors based on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000

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

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL**: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

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

10. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

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

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. EQUAL PAY: The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

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

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

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

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

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers,

directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

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

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

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

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

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

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

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

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

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

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

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

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2016.

Awarded this _____ day of _____ , 2016.

_____
As Tucson City Attorney and not personally

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

ATTACHMENTS

ATTACHMENT A: National IPA Exhibits

Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

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

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and

national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
    i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
    ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
    iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
    iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

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

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at

EXAMPLE

National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of

EXAMPLE

Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

EXAMPLE

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agency agrees that the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or

EXAMPLE

indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Supply, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided that the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.

6. That the Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

9. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

10. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR

PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6th FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726-7210
PHONE: (520) 837-4134 / FAX: (520) 791-4735
Cynthia.Thompson@tucsonaz.gov
ISSUE DATE: October 20, 2020

CONTRACT NO:161534-01
CONTRACT AMENDMENT NO.: FIVE (5)

CT
SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 7 (Term and Renewal) of the Special Terms and conditions section, the City is hereby exercising its option to renew the contract for the period of **May 1, 2021 through April 30, 2022.**

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

CONTRACTOR: CATERPILLAR, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

Patrick Kearns 11-2-2020
Signature of person authorized to sign Date

Patrick Kearns, North America Industry Mgr.
Name and Title (typed or printed legibly)

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Kearns_Patrick@cat.com
Email Address

Peoria IL 61629
City State Zip

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

Tirena Pavelka
Name and Title (typed or printed legibly)

(309) 494-4578
Phone Number

Pavelka_tirena_L@cat.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 2nd DAY OF November, 2020, AT TUCSON, ARIZONA.

Dan Longanecker for
as Director of Business Services and not personally

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Daniel Logan, Solid Waste Collections Manager
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric 2022 Ford F-150 Lightning pickup in the amount of $63,372.14.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric Ford F-150 Lightning pickup $63,372.14; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

Public Works is constantly looking for ways to enhance service capabilities while pushing for innovation all striving to meet the City's goal of carbon neutrality. The Solid Waste team is one of the front-line contacts with City residents and takes pride in being leaders within the community. This requires the Solid Waste Section to bring the best representation of the City when interacting with residents. Solid Waste is currently in a position to build internal infrastructure that will fully support the ever-expanding community in which we serve. The Solid Waste Section has the opportunity to purchase one of the first fully electric pick-up trucks to enter the fleet. The electric vehicle will not only help the Solid Waste Section meet the strategic goal of supporting infrastructure for growing collections efforts but it will be a great example of how the City is leading the effort of creating carbon neutral workforce. The electric vehicle will be tested in snow conditions with supervisors and traveling for training.

Financial Impact:

The electric vehicle purchase is funded with Solid Waste Program Acct # 211-06-166-0641-0-4401 for a budgeted amount of $63,372.14.

Policy Impact:

The policy implication is that the purchase of an electric vehicle will support the mission to provide a high level of service possible. The electric vehicle is also the first fully electric truck to be added to the Solid Waste fleet. The electric vehicle is a great testing opportunity for all our Staff to see how electric vehicles can support the mission of Public Works moving forward.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Connection to Current Council Goals: Take meaningful climate change action through the use of collection vehicles with lower emissions and greater fuel efficiency. Actively manage and protect all environmental and natural resources by facilitation of collecting trash and recyclables, which ensures waste is handled in an environmentally safe manner.

Priority Based Budgeting Council Results and Definitions: High Performing Governance by providing high quality internal and external customer service. Inclusive & Engaged Community by promoting environmental justice & the fair distribution of environmental benefits. This is the first step to adding fleet vehicles to Solid Waste that have reduced emissions. The electric vehicle will reduce the environmental impact and help reduce the carbon footprint. This purchase fit well in-line with the City of Flagstaff Carbon Neutrality Plan.

Has There Been Previous Council Decision on This:

Yes, City Council has discussed the transition of the City fleet to all electric vehicle on many occasions, including in the approval of the Carbon Neutrality Plan. This Carbon Neutrality Plan outlines aggressive and industry leading goals to reduce the carbon footprint by the city. As we continue to see major growth in and around Flagstaff, maintenance operation also continues to grow. Solid Waste will continue to build out the support infrastructure to meet the highest levels of service possible to our residents and the purchase of the new electric vehicle will support the mission.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) Ford F-150 Lighting (fully electric vehicle) in the amount of $63,372.14; or
2. Do not approve the purchase.

Background/History:

Council has discussed on many occasions transitioning the city fleet form combustion engine vehicles to electric vehicles. Many of these discussion lead to the development and adoption of The Flagstaff Carbon Neutrality Plan. This plan stands on the backbone of electric vehicles and the transition to by 2030.

The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. ADSPO17-00006937 that resulted in Contract No. ADSP017-166117 with PFVT Motors, LLC dba Peoria Ford. Purchasing Staff reviewed the State of Arizona cooperative contract to verify validity and appropriateness for purchasing the vehicle. Purchasing determined the contract to be suitable for the purchase and utilized this cooperative contract to obtain the best pricing.

Key Considerations:

The Purchase of one (1) fully electric Ford F-150 pick-up to support Public Works administration, Supervision, and use in travel for training.

Expanded Financial Considerations:

There are no expanded financial considerations with this purchase. It is proposed to be fully funded in the FY2021-2022 budget utilizing solid waste enterprise collection funds.

Community Benefits and Considerations:

This purchase would not only benefit the community by utilizing carbon efficient equipment while support maintenance operations, but this will also be utilized for Public Works staff traveling to attend trainings. We look to make this truck very visible to our city residents and inspire other to join the “Big Shift”.

Community Involvement:

The Flagstaff Carbon Neutrality Plan was presented several times in draft and for approval in open meetings by City Council. The community has had many opportunities for engagement of this plan.

Attachments:

Contract
Exhibit A - Quote
F150 Pic
Exhibit B - Agency Contract
Exhibit B - Agency Contract Award
Exhibit B - Pricing
Exhibit B - Extension

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-83

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 PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ford vehicles;

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. ADSPO17-00006937 that resulted in Contract No. ADSP017-166117 with Contractor ("Agency Contract"); and

C. Contractor is a dealer as described in the Agency Contract; and

D. 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:

2022 Ford F150 Crew Cab EXT Solid Waste

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 for sixty-three thousand three hundred seventy-two dollars and fourteen cents **($63,372.14) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are 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, including, specifically changes in price for the materials.

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.

PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
QUOTE (attached)

EXHIBIT B
AGENCY CONTRACT

1. Request for Proposal Solicitation No. ADSPO17-00006937
2. March 31, 2017 Agency Contract Award Request for Proposal Solicitation No. ADSPO17-00006397
3. Contract Amendment Summary for PFVT Motors
4. PFVT Motors, LLC DBA Peoria Ford 2021 Pricing

PFVT MOTORS, INC.

CONTRACT # ***ADSPO17-166117***
QUOTE DATE: 1/26/2022

CUSTOMER: CITY OF FLAGSTAFF
CONTACT: Greg Conlin
E-MAIL: gconlin@flagstaffaz.gov

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Text: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: F-150 CREW
SOLID WASTE

LEAD TIME: 30+ WEEKS

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	W1E	2022 FORD F-150 CREW CAB 4X4 - 145" WB	$ 35,869.00
2	99V	DUAL E-MOTORS WITH EXT RANGE BATTERY	$ 10,000.00
3	44L	SINGLE SPEED TRANSMISSION	INC
4	311A	XLT TRIM	$ 12,750.00
5	STD	LOCKING REAR	INC
6	STD	TRAILER TOW PACKAGE	INC
7	DIO	2 ADDITIONAL BASIC KEYS	INC
8	DIO	WINDOW TINT	INC
10	US	CLOTH SEATS	INC
11	YZ	OXFORD WHITE	INC
12	STD	POWER EQUIPMENT PACKAGE	INC
13	STD	CRUISE CONTROL	INC
14	INC	NO CHARGE FOR DELIVERY	INC
		TAXABLE TOTAL	$ 58,619.00
		SALES TAX	$ 4,748.14
		WARRANTY COST	$ -
		TIRE TAX	$ 5.00
		FREIGHT	$ -
		TOTAL PER UNIT	$ 63,372.14
		QUANTITY OF UNITS	1
		PO TOTAL	**$ 63,372.14**

***ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:**

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)
- 4WD TRUCKS - SKID PLATES

Section 1:
Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide **Vehicles, New Purchases**, which in general terms includes services associated with the purchase of new, not previously owned, vehicles. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at:

https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

Part 1:	Section 1:	Solicitation Summary	*ProcureAZ file #1:* Open First_17-6937_Summary_Part 1
Part 2:	Section 2-A:	Scope of Work	*ProcureAZ file #2:* 17-6937_Solicitation_Part 2
	Section 2-B:	Pricing Document	
	Section 2-C:	Special Terms and Conditions	
	Section 2-D:	Uniform Terms and Conditions	
Part 3:	Section 3-A:	Instructions to Offerors	*ProcureAZ file #3:* 17-6937_Attachments_Part 3
	Section 3-B:	Offer Forms	

3.0 How and When Proposals Are Due

Proposals will only be accepted **online in the "ProcureAZ" system at https://procure.az.gov until the "Bid Opening Date" indicated in ProcureAZ for the Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ.

4.0 Pre-Offer Conference

The State **WILL** conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is **optional**. Refer to paragraph 2.7 of the Instructions to Offerors for more information.

5.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the "Q&A" tab within ProcureAZ. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

End of Section 1

Part 2: Scope, Pricing and Terms and Conditions

Table of Contents

SECTION 2-A: Scope of Work 2
1.0 PURPOSE AND BACKGROUND 2
2.0 TYPE OF CONTRACT 2
3.0 GENERAL REQUIREMENTS 2
4.0 VEHICLES PROVIDED 3
5.0 WARRANTY 4
6.0 VEHICLE UPFIT / MODIFICATIONS 4
7.0 MINIMUM VEHICLE REQUIREMENTS: 5
8.0 SPECIFIC REQUIREMENTS FOR TRUCKS (WHEN AVAILABLE) 5
SECTION 2-B: Pricing Document 7
1.0 Compensation 7
2.0 Pricing 7
3.0 Funding 8
4.0 Invoicing 9
5.0 Payments 10
SECTION 2-C: Special Terms and Conditions 11
SECTION 2-D: Uniform Terms and Conditions 28

SECTION 2-A: Scope of Work

1.0 Purpose and Background

1.1 **Purpose:** The Arizona Department of Administration; State Procurement Office, (The State) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, full electric) including but not limited to: Sedans, Trucks, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

1.2 **Background:** The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.0 Type of Contract

2.1 The Contract shall be on an "as needed, if needed" basis. There is no guarantee as to the amount of work that may be performed under any resulting Contract.

2.2 This will be a mandatory statewide contract that is available to all Eligible Agencies. The contracted goods or services shall be performed on behalf of the requesting Eligible Agency at the receipt of a fully executed purchase order.

2.3 The contract may be awarded to multiple vendors.

3.0 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2017 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.3.1 Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing and all discounts and bid assistances should be passed onto the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 The Contractor shall supply a quote within three (3) calendar days after receiving request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.5.1 All vehicles are to be billed at prices in effect at the time of order, not the date of shipment

3.5.2 Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment 3-A.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement

3.9.2 Warranty Document

3.9.3 Manufacturers unaltered invoice

3.9.4 The retail price label must be affixed to the window of all vehicles delivered

3.9.5 Delayed warranty / in service start request form (if requested by ordering entity)

3.9.6 Level 1 Inspection if applicable, completed before delivery

3.10 Within ninety (90) calendar days after receipt of a purchase order, Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered. If confirmation of manufacturer's VIN #'s is not received with in this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. The Eligible Agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4.0 Vehicles Provided

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.1.1 "Vehicles" for the purpose of this solicitation shall conform to the definition of all vehicles listed as defined in 49 C.F.R § 523 – Vehicle Classification

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Contracting Officer.

4.4 The following fuel types are allowable under this contract.

4.4.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85

4.4.2 Diesel

4.4.3 Gasoline

4.4.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.4.5 Hybrid-Electric Vehicles (HEV)

4.4.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.4.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.4.8 Fuel Cell Vehicles (FCV)

5.0 Warranty

5.1 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date of acceptance.

5.2 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

5.3 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5.4 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

5.5 Contractors are encouraged to provide the State additional warranty packages that would exceed the minimum requirements as a separate document. Additional warranty information may be included on Attachment 3-A.

5.6 **Hybrid / Electric Vehicle Warranty:** Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

6.0 Vehicle Up-fit / Modifications

6.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or and one-ton truck may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

6.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor

shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

7.0 Minimum Vehicle Requirements: All prices shall include the following equipment:

7.1 All standard factory equipment

7.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

7.3 Bluetooth capabilities

7.4 AM/FM/CD radio

7.5 Cruise Control

7.6 Power Door Locks/Power Windows

7.6.1 Power Mirrors when available

7.7 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

7.7.1 Type of keys to be provided shall be indicated on quote.

7.8 Air conditioning

7.8.1 Rear air conditioning on all vehicles, when available

7.9 Cloth seats

7.10 Rear view mirrors including on driver and passenger doors

7.10.1 FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

7.11 Spare tire

7.11.1 Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

7.9.1.1 If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

7.12 Floor Mats

7.12.1 O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

7.12.2 Fixed driver floor mat

7.13 Arizona legal tinted glass

8.0 Specific Requirements for Trucks (when available)

8.1 Anti-slip differential for ¾ and 1 ton, two-wheel drive pickup trucks

8.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

8.3 Front tow hooks

9.0 Federal Requirements (The following terms are required for federal funded projects. These terms may be waived for non-federal funded projects. It is the Contractor's responsibility to verify with the Eligible Agency prior to order placement if purchases are federally funded.)

9.1 **FTA REGULATORY COMPLIANCE**: Specific provisions in the contract include, in part, certain standard terms and conditions required by the Federal Transit Administration (FTA), as set forth in 49 C.F.R. and FTA Circular, dated November 1, 2008, or current circular, as amended, are hereby incorporated by reference. Notwithstanding anything to the contrary in the contract, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Eligible Agencies requests which would cause the State to be in violation of the FTA terms and conditions. The contractor shall comply with the required FTA clauses set forth in this RFP. The contractor's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the terms of the contract, shall constitute a material breach of the contract. All forms required as part of this proposal are included in the contract by reference.

9.2 **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Agreement can be found on the Federal Transit Administration website at https://www.transit.dot.gov/funding/bpa-resources/blanket-purchase-agreement-program

End of Section 2-A

SECTION 2-B: Pricing

1.0 Compensation

1.1 The contract price shall be firm for the contract period.

1.2 Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) entrance tools and a full tank of fuel less delivery fuel per vehicle.

1.2.1 For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows: 1700 W Washington, Phoenix Arizona 85007

1.3 Delivery costs for each county outside of the Phoenix area shall be indicated on Attachment 4. This will be an added cost to the contract price.

1.4 Phase 1 and 2 pricing for vehicles shall be the Contractor's cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable vehicle.

1.4.1 Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

1.4.2 Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.

1.4.3 Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.

1.4.4 Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES: The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.2 All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.3.3 All requests will be submitted within the same excel file as initial pricing is submitted with offer and titled with effective date, i.e. "Contract Pricing effective (mm.yyyy)".

2.4 PRICE REDUCTIONS: Price reductions shall by immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES: Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Arizona State Parks in advance and be in accordance with the contract rate.

2.6 TRAVEL: Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

2.8 PUBLICITY: Contractor shall submit to the Contracting Officer for written approval for all advertising and publicity matters relating to this Contract. It is within the Contracting Officer's sole discretion whether to provide approval, which approval must be in writing.

2.9 SALES PROMOTIONS: Contractor may conduct sales promotions involving specific products or groups specified herein for specified time periods. Approval shall be in the form of a contract amendment. Pricing shall be available to all Eligible Agencies through the dates specified in the request. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

3.0 Funding

No particular funding considerations apart from what is listed in the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number (Master Blanket Purchase Order Number)	●
Order number (typically the ProcureAZ MBPO# : Release#)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract item description	●
Quantity delivered or performed	●
Unit of measure	●
Item list price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

4.3.1 Materials or Services that have not been authorized on an acknowledged Order;

4.3.2 expediting, overtime, premiums, or upcharges absent State's express prior approval;

4.3.3 or Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the Eligible Agency or Co-Op Buyer using the form provided or required by the Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it

determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2.1 are sent to an incorrect address;

4.6.2.2 do not reference the correct State contract number; or

4.6.2.3 are payable to any Person other than the Contractor.

4.6.3 The Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in the Special Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer.
1.6	**Pricing Document**	"Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.11	**Co-Op Buyer**	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors

"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.

1.15 Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1.15.1 "Release" or "Release Purchase Order" in ProcureAZ;

1.15.2 "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or

1.15.3 "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.16 ProcureAZ

"ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:
https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

NOTE (2): The URL for ProcureAZ itself is:
https://procure.az.gov/

1.17 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

2.1.1 assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;

2.1.2 uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3 uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4 uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

2.1.5 uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6 uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.1 CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.2 Contract Amendments;

2.2.2.1 the Solicitation Documents, in the order:

2.2.2.2 Special Terms and Conditions;

2.2.2.3 Exhibits to the Special Terms and Conditions;

2.2.2.4 Uniform Terms and Conditions;

2.2.2.5 Scope of Work;

2.2.2.6 Exhibits to the Scope of Work;

2.2.2.7 Pricing Document;

2.2.2.8 Specifications; and

2.2.2.9 any other documents referenced or included in the Solicitation;

2.2.2.10 Orders, in reverse chronological order; and

2.2.2.11 Accepted Offer.

2.2.3 ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for one (1) year unless canceled, terminated, or permissibly extended.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

3.4.1 extension of the term of the Contract within the maximum aggregate term;

3.4.2 revision to Procurement Officer appointment or contact information; or

3.4.3 modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into

Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

3.13.1 The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

3.13.2 Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials or providing Services to the ordering entity under a resultant Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement

3.13.3 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and

other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.13.4 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources

3.13.4.1 This administrative fee doesn't not apply to the purchase of Vehicles, Cab and Chassis or Bulk Fuel.

3.13.5 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources

3.13.5.1 A report shall be submitted every quarter for the life of any resultant contract. Instructions are provided on the SPO website for usage reports being submitted with zero sales to report.

3.13.6 Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.

3.13.7 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.14.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

3.14.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

3.14.3 As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

3.14.4 As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.14.5 When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performanceof their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 22.5 [*Right of Offset*].

3.17 Dealership,

3.17.1 The Contractor may submit, at any time during the contract period, new dealerships,

	Participating Service and Delivery Locations	participating services and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically.

4.0 Costs and Payments

4.1	**Payments**	4.1.1	PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.
		4.1.2	PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.
4.2	**Applicable Taxes**	4.2.1	CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
		4.2.2	TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1	**Contract Amendments**	The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2	**Assignment and Delegation**	5.2.1	IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
		5.2.2	IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair

State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Legal Liability	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed

by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 2,000,000
Annual Aggregate	$ 4,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address**) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (**Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007**).The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION**.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents,

employees, or volunteers.

6.3.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the

other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 19.3 [*Assignment and* Delegation] that expressly recognizes the event.

7.6 Lobbying

7.6.1 PROHIBITION.

(c) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(d) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(e) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.6.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.7 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Services

11.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

11.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

11.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

11.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

11.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

11.6 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

11.7 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.8 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

11.9 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

11.9.1 Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

11.9.2 State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

11.9.3 Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

End of Section 2-B

SECTION 2-D:

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 15.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2.2	**Implied Terms**	Each provision of law and any terms required by law to be in this Contract are a part of this

Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other

and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively

referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Contract Claims**	All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1	**Arbitration**	The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1	**Comments Welcome**	The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

Part 3 of the Solicitation

CONTENTS:

SECTION 3-A: ..... INSTRUCTIONS TO OFFERORS 2
SECTION 3-B: ..... OFFER FORMS (ATTACHMENTS) 13
ATTACHMENT 1 ..... OFFER AND ACCEPTANCE FORM 14
ATTACHMENT 2-A ..... EXPERIENCE AND CAPACITY QUESTIONNAIRE 15
ATTACHMENT 2-B ..... ORGANIZATION PROFILE 18
ATTACHMENT 3-A ..... METHOD PROPOSAL (METHOD OF APPROACH) 19
ATTACHMENT 3-B ..... KEY PERSONNEL PROPOSAL 20
ATTACHMENT 3-C ..... PROPOSED SUBCONTRACTORS 22
ATTACHMENT 3-D ..... RESERVED 23
ATTACHMENT 3-E ..... BOYCOTT OF ISRAEL DISCLOSURE 26
ATTACHMENT 4 ..... STATE PRICING DOCUMENT 27
ATTACHMENT 5-A ..... CONFIDENTIAL INFORMATION DESIGNATION 28
ATTACHMENT 5-B ..... CONFORMANCE STATEMENTS 30
ATTACHMENT 5-C ..... INSURANCE AND BONDING EVIDENCE 34
ATTACHMENT 5-D ..... OFFER CHECKLIST 35

Section 3-A: Instructions to Offerors

1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

1.1 Arizona Procurement Code; A.R.S.; A.A.C.

"Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur,* in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

The Arizona State Legislature provides the official A.R.S. online at:

http://www.azleg.gov/ArizonaRevisedStatutes.asp

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

http://www.azsos.gov/rules/arizona-administrative-code

1.2 Clarifications

"Clarifications" means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

"Contract" is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

"Contract Amendment" is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

Contract Terms and Conditions" is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

"Contractor" is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

"Evaluation" means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

"Negotiation" means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award

"Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.

1.10	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.11	**Offeror**	"Offeror" is the Person submitting an Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.
1.12	**Pricing Document**	"Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.13	**ProcureAZ**	"ProcureAZ" is defined in paragraph 1.16 of the Special Terms and Conditions.
1.14	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in ProcureAZ.
1.15	**Solicitation**	"Solicitation" means this procurement solicitation, which State is issuing as either: 1. an invitation for bids ("IFB") under A.R.S. § 41-2533; 2. a request for proposals ("RFP") under A.R.S. § 41-2534; 3. a request for quotations ("RFQ") under A.R.S. § 41-2535; or 4. a request for qualifications under A.R.S. §41-2558. Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
1.16	**Solicitation Amendment**	"Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
1.17	**Solicitation Summary**	"Solicitation Summary" means Section 1 of the Solicitation Documents.
1.18	**State**	"State" is defined in paragraph 1.11 of the Uniform Terms and Conditions.
1.19	**Subcontract**	"Subcontract" is defined in paragraph 1.13 of the Uniform Terms and Conditions.
1.20	**Subcontractor**	"Subcontractor" is defined in paragraph 1.19 of the Uniform Terms and Conditions.

2.0 Solicitation Inquiries

2.1	**Duty to Examine**	Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.

2.2 State Contact Person

Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the ProcureAZ Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.

2.3 Submission of Inquiries

Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.

1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
   - by phone at (602) 542-7600, option 1; or
   - by email to procure@azdoa.gov.
2. Submit all other inquiries about the Solicitation using the online form under **the "Q&A" tab for the Solicitation in ProcureAZ.** Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted **less than 3 (three) business days before the offer due date and time**.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 Verbal or Email Responses

An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.

2.7 Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

3.0 Offer Preparation

3.1 Online Documents

The Solicitation Documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.

3.2 Electronic Submissions

When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.

3.3 Deviations in Offer

When submitting an Offer, flag clearly any deviations from the Specifications or other Solicitation technical requirements documents. Any un-flagged deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

3.4 Evidence of Intent

Every one of your Offers must contain Attachment 1 [*Offer and Acceptance Form*] with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.

3.5 Exceptions to Solicitation Documents

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate "NO" on Attachment 5-B [*Conformance Statement*] **and also indicate that exceptions are being taken under the "Terms & Conditions" tab for the Solicitation in ProcureAZ**. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

3.6 Insurance and Bonds

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [*Insurance and Bonding Evidence*].

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [*Contractor Insurance Requirements*] on the grounds that it is confidential information, then **you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A** [*Designation of Confidential Information*].

Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.

3.7 Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.

3.8 Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

3.9 Waste Tire Fee

As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed $1.00 for each new tire contained on or in new vehicles for any GVW.

3.10 Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. § 6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

3.11 Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement

activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

3.12 Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.

3.13 Cost of Offer Preparation

State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

3.14 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4.0 Submission of Offer

4.1 Required Offer Content

Submit all of the Initial Offer content called for in Section 3-B: Offer Forms (Attachments). To be Responsive, each **Revised Offer or a Best and Final Offer must contain all of the Attachments indicated in the applicable Procurement Officer request** for Revised Offer or request for Best and Final Offer. If Procurement Officer does not request that a Revised Offer or Best and Final Offer include revision of an Attachment from its initial or previously-revised form, as applicable, then (1) Offeror shall not submit any revision of that Attachment with the Revised Offer or a Best and Final Offer, and Procurement Officer will disregard any such unrequested revision and (2) that Attachment be valid in its initial or previously-revised form, as applicable, for the duration of the Revised Offer or Best and Final Offer validity period.

4.2 Attachment Forms

If an Attachment indicates that a “Form” is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states “See Attachment X Supplement (#1 of 2)”, etc., and the additional document is clearly marked as “Attachment X Supplement (#1 of 2),” etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such “additional” document as an individual file and name the file to match the document title.

NOTE (3): Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded (referred to as "attachments" in ProcureAZ) as part of each Offer.

NOTE (4): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.

4.3 Pricing

If there are specific "Items" (line items) for the Solicitation in ProcureAZ, then submit pricing for the Offer directly in ProcureAZ for each such Item.

If a Pricing Document has been provided as an Attachment Form, then submit pricing for the Offer in the indicated blanks in that Attachment.

If no specific pricing input or form has been provided with the Solicitation, then submit pricing for the Offer in the form and format specified in Attachment 4 [*Pricing Document*]. If nothing is specified or if no Attachment 4 in included in the Solicitation documents, then submit pricing for the Offer in a form and format of your choosing that coherently and comprehensively presents the pricing being offered.

4.4 Submission

Submit each Offer online in ProcureAZ at https://procure.az.gov before the "Bid Opening Date" indicated for the "Solicitation No." at the top of these Instructions to Offerors. State will not consider a proposal submitted by any other method other than ProcureAZ, and it will be deemed void upon submission. By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using ProcureAZ requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in ProcureAZ carefully, since the ProcureAZ Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in ProcureAZ. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments – if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [*Designation of Confidential Information*] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a detailed explanation as to why **each item or category of items** in

the proposal should be designated confidential information.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in ProcureAZ after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in ProcureAZ promptly after the opening date.

4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror's responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;

6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

6.0 Evaluation of Offers

6.1 Offer Validity Period

By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

6.2 Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

6.3 Oral Presentations

The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

6.4 Cost or Pricing Data

Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and
3. determination that the data is not defective under A.A.C. R2-7-705.

6.5 Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

6.5.1 **Cost;** (OFFEROR'S COST PROPOSAL, as provided in Offeror's response to Attachment 4.)

6.5.2 **Capacity of Offeror, Experience**: (OFFEROR'S EXPERIENCE AND CAPACITY, as demonstrated in Offeror's response to Attachment 2-A, taken together with Offeror's responses to Attachment 2 B and any other aspect of the Offer that Procurement Officer determines is appropriate) and

6.5.3 **Methodology**. (OFFEROR'S PROPOSED APPROACH, as set out in Offeror's response to Attachment 3-A, taken together with Offeror's responses to Attachments 3 B, 3-C, 3-D, 5-B, and 5 C, and any other aspect of the Offer that Procurement Officer determines is appropriate)

6.6 Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

6.7 Financial Stability

You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

6.8 Consideration of Exceptions

Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.

6.9 Consideration of Deviations

Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.

6.10 Consideration of Prompt Payment Discount

Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.

6.11 Consideration of Taxes

Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.

6.12 Consideration of Cost

Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.

Contract award will be made after careful evaluation and will be based primarily on the Contractor's ability to provide the lowest total price on selected vehicles.

6.13 Unit Price Prevails

In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.

6.14 Waiver and Rejection

Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

7.1 Best Advantage to State

Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.

7.2 Number of Types of Awards

State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.

7.3 Contract Inception

Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.

7.4 Contract Document Consolidation

State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and 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 being requested.

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 201
Phoenix, Arizona, 85007

End of Section 3-A

Section 3-B: Offer Forms (Attachments)

ATTACHMENT 1..... OFFER AND ACCEPTANCE FORM 14
ATTACHMENT 2-A.... EXPERIENCE AND CAPACITY QUESTIONNAIRE 15
ATTACHMENT 2-B.... ORGANIZATION PROFILE 18
ATTACHMENT 3-A.... METHOD PROPOSAL (METHOD OF APPROACH) 19
ATTACHMENT 3-B.... KEY PERSONNEL PROPOSAL 20
ATTACHMENT 3-C ... PROPOSED SUBCONTRACTORS 22
ATTACHMENT 3-D ... FEDERAL REQUIREMENTS 23
ATTACHMENT 3-E.... BOYCOTT OF ISRAEL DISCLOSURE 26
ATTACHMENT 4 ..... STATE PRICING DOCUMENT 27
ATTACHMENT 5-A.... CONFIDENTIAL INFORMATION DESIGNATION 28
ATTACHMENT 5-B.... CONFORMANCE STATEMENTS 30
ATTACHMENT 5-C ... INSURANCE AND BONDING EVIDENCE 34
ATTACHMENT 5-D ... OFFER CHECKLIST 35
EXHIBIT A SERVICE COUNTIES 36
EXHIBIT B USAGE REPORTS / ADMIN FEES 37
EXHIBIT C EXAMPLE OF CERTIFICATE OF INSURANCE 38

- -

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x			
Offeror company name		Signature of person authorized to sign Offer	Initials
x		x	
Address		Printed name and title	
x		x	
City | State | ZIP		Contact name and title	
x		x	x
Federal tax identifier (EIN or SSN)		Email Address	Phone Number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract No. is:	**The effective date of the Contract is:**
Lori Noyes, Procurement Officer	Contract awarded date

Attachment 2-A

Experience and Capacity Questionnaire

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

Question 1: **Describe the Offeror's experience and involvement in the industry described in this solicitation.**

Offeror Response:

Click here to enter your response.

Question 2: **Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services.**

Offeror Response:

Click here to enter your response.

Question 3: **Describe in detail Offeror's ability and capacity to perform under this statewide contract. The description shall at a minimum describe:**

- **Details on Offeror's ability and capacity to administer and manage multiple individual accounts**
- **Details on Offeror's inventory and transportation logistic ability to satisfy statewide delivery needs of multiple agencies.**
- **Any minimum order requirements.**
- **Any bulk volume discounts requirements.**

Offeror Response:

Click here to enter your response.

Question 4: **Include any additional information that demonstrates the experience and capacity of the Offeror and the proposed key employees for the performance of any resultant contract.**

Offeror Response:

Click here to enter your response.

Question 5: **Eligible Agencies may need to purchase vehicles with FTA funds. Indicate the Offeror's ability to comply with all of the current FTA regulations in regards to vehicle purchases.**

Offeror Response:

Click here to enter your response.

EXPERIENCE AND REFERENCES:

The State intends to conduct reference checks for all accounts provided by Offerors. The State may, at its sole discretion, contact additional clients not presented as references. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

2	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

3	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

4	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

5	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

6	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x

Phone Number	Email Address
x	x

Materials/goods/equipment provided similar to those described in Solicitation

x

Services performed similar to those described in Solicitation

x

End of Attachment 2-A

Attachment 2-B
Organization Profile

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

ORGANIZATION PROFILE

Offeror Name	x	Year established	x
Principal address (street, city, state)	x		
Entity type:	x	Structure:	x
Branch or Division:	x	Parent:	x
Years of experience providing goods similar in type and quantity as required by this Solicitation.			x
Years of experience performing services similar in size and scope as required by this Solicitation.			x
Years the organization has conducted business in Arizona.			x

Contract Representatives to Contact

	Name	Title	Telephone Number	E-Mail Address
1.	x	x	x	x
2.	x	x	x	x
3.	x	x	x	x

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.				
5.				
6.				

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
7.			
8.			
9.			

End of Attachment 2-B

Attachment 3-A

Method Proposal (Method of Approach)

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

Question 1: **Please provide a narrative response that describes your organization's overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum;**

- **Clearly state your understanding of the Scope of Work and all requirements.**
- **Provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.**
- **Provide a description of how your organization tracks problem resolution responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.**

Offeror Response:

Click here to enter your response.

Question 2: **Describe the process for communication with the State regarding contract administration, including but not limited to, product changes, price changes and updated vendor information and general communications.**

Offeror Response:

Click here to enter your response.

Question 3: **Offeror shall give a narrative to the products available as well as list any availability for services if needed and state what those services are. Pricing for proposed services shall be listed within the excel file titled, "State Pricing Document".**

Offeror Response:

Click here to enter your response.

Question 4: **The Offeror shall explain their minimum warranties that are included for all their products and services. If needed, additional documents may be uploaded as attachments titled "Additional Warranty Information"**

Offeror Response:

Click here to enter your response.

Question 5: **The Offeror shall indicate if a website is available to check order status as oulined in paragraph 3.6 of the Scope of Work.**

Offeror Response:

Click here to enter your response.

End of Attachment 3-A

Attachment 3-B

Key Personnel Proposal

The State requires one main point of conduct for any resultant contract with at least one back up personnel who understands the Scope of the contract. Answer all questions thoroughly in the spaces provided. Attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form.

1	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

2	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

3	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

4	**Name:**	**x**	How long with company?	x years
	Current position in company:	x	How long in positon?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

End of Attachment 3-B

Attachment 3-C

Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

◯	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

◯	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		
10.	Name	select		

End of Attachment 3-C

Attachment 3-D

Federal Requirements

BUY AMERICA

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

Certificate of Compliance with 49 U.S.C. 5323(j))(l)
The bidder or Offeror hereby certifies that it shall meet the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 CFR Part 661.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

Certificate of Non-Compliance with 49 US.C. 5323(j)(l)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(l), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C)
The bidder or Offeror hereby certifies that it shall comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

Certificate of Non-Compliance with 49 US. C. 5323(j) (2) (C)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to' 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature: _____ Date_____
Printed Name: _____
Company: _____
Title: _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

GOVERNMENT DEBARMENT & SUSPENSION,

49CFR PART 29

Executive Order 12549

(1) The Offeror and/or any of its Principals

(a) Are **[ ]** are not **[ ]** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or its recipients;

(b) Have **[ ]** have not **[ ]** within a three year period preceding this offer, have been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining or, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; and

(c) Are **[ ]** are not **[ ]** presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision 1 (a) (b) if this provision.

"Principals" for the purpose of this certification, means Offerors; Owners; Partners; and, Persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false fictitious or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) A Certification that any of the items in paragraph (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(4) Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature: _____ Date_____

Printed Name: _____

Company: _____

Title: _____

End of Attachment 3-D

Attachment 3-E

Boycott of Israel Disclosure

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

End of Attachment 3-E

Attachment 4

State Pricing Document

Pricing (submitted through ProcureAZ): Pricing shall be submitted by the Offeror in the form of an uploaded Price List (i.e. excel spreadsheet), in ProcureAZ in accordance to the Special Instructions to Offerors.

Offeror shall indicate cost within the provided excel document titled, "State Pricing Document", and upload the completed file as an attachment with their offer in ProcureAZ.

Statewide Capacity: The Offeror shall indicate their ability to accommodate a statewide contract. Offeror's can find a map of listed counties in Exhibit A. Indicate service availability along with applicable delivery/transportation fees below: (If service is available and there is no charge, place a zero (0) under cost)

	Y/N	Cost		Y/N	Cost		Y/N	Cost
Apache:	__	$ _____	Greenlee:	__	$ _____	Pima:	__	$ _____
Cochise:	__	$ _____	La Paz:	__	$ _____	Pinal:	__	$ _____
Coconino:	__	$ _____	Maricopa:	__	$ _____	Santa Cruz:	__	$ _____
Gila:	__	$ _____	Mohave:	__	$ _____	Yavapai:	__	$ _____
Graham:	__	$ _____	Navajo:	__	$ _____	Yuma:	__	$ _____

End of Attachment 4

Attachment 5-A

Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

◯	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
◯	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

x Offeror Company Name	Signature of Authorized Person
x Address	x Printed Name
x City State Zip	x Title

End of Attachment 5-A

Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B

Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.7 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 1 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Solicitation Summary in Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents and the and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Solicitation Summary in Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

○ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 3 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 3 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Section 2-B: Pricing Document		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Company Name	Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Article / Paragraph or Exhibit Reference	**Proposed Changes / Alternate Language**	**Rationale for Proposed Change**
Section 3-B: Uniform Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Company Name	Signature of Person Authorized to Sign

End of Attachment 5-B

Attachment 5-C

Insurance and Bonding Evidence

Please provide a copy of your current insurance certificate that meets or exceeds the requirements set forth in Special Terms and Conditions.

End of Attachment 5-C

Attachment 5-D

Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	☐ YES ☐ no
2.	Attachment 2-A: Experience and Capacity Questionnaire	☐ YES ☐ no
3.	Attachment 2-B: Organization Profile	☐ YES ☐ no
4.	Attachment 3-A: Method Proposal	☐ YES ☐ no
5.	Attachment 3-B: Key Personnel Proposal	☐ YES ☐ no
6.	Attachment 3-C: Proposed Subcontractors	☐ YES ☐ no
7.	Attachment 3-D: Performance Guarantee	☐ YES ☐ no
8.	Attachment 3-E: Israel Boycott Disclosure	☐ YES ☐ no
9.	Attachment 4: Pricing Sheet	☐ YES ☐ no
10.	State Pricing Document (excel file)	☐ YES ☐ no
11.	Attachment 5-A: Confidential Information Designation	☐ YES ☐ no
12.	Attachment 5-B: Conformance Statements	☐ YES ☐ no
13.	Attachment 5-C: Insurance Certificate	☐ YES ☐ no
14.	Attachment 5-D: Offer Checklist	☐ YES ☐ no

End of Attachment 5-D

Section 3-C: Exhibits

Exhibit A
Service Counties

Offeror shall indicate on Attachment 4 their ability to provide services for each of the counties indicated on the map below:

Exhibit B
Usage Reports / Admin Fees

Estimated Spend: The State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated and completed on any awarded contract.

Usage report: This file can be found at: https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Example of Quarterly Usage Report:

Procure.AZ.gov
Arizona's Procurement Solution

SPO Form 801
Updated: October 1, 2014

Usage Report & Admin Fee

Quarter: July 1 - September 30, 2014 , SFY15-1, CY14-3
Contract No :

Contract Description:
Vendor Name
Vendor Contact Person:
Phone No.:
E-Mail:

A. State Agency Customers

Includes agencies, boards and commissions of the State of Arizona. List State Agency Customer's primary name first, then any subsequent department, division or office names. Click on link below for an updated list.

State Agency List

A. State Customers Sales Receipts Tot: -

Or number of similar ordering document issued by the Customer: Purchase Order No.	Acutal amounts received under the referenced Purchase Order, minus Taxes, Returns or Credits: Sales Receipts	No admin fee

B. State Purchasing Cooperative Customers

Includes Cities, Counties, School Districts, nonprofit organizations, etc. List Cooperative Customer's primary name first, then any subsequent department, division or office names. Click link below for an updated list.

State Purchasing Cooperative Membership List

B. Cooperative Customers Sales Receipts Tot: -

C. Admin Fee Tot: -

Or number of similar ordering document issued by the Customer: Purchase Order No.	Acutal amounts received under the referenced Purchase Order, minus Taxes, Returns or Credits: Sales Receipts	One percent (1.0) of Sales Receipts: 1% Admin Fee

Page 1 of 1

Exhibit C

CERTIFICATE OF INSURANCE

CONTRACT NO. ADSPO16-00XXXXXX

VENDOR

ADOA – SPO
100 N 15th Avenue,
Suite 201
PHOENIX, AZ 85007

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	A	
	B	
NAME AND ADDRESS OF INSURED:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
GENERAL AGGREGATE: BODILY INJURY: PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED	$2,000,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE BUSINESS AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	$500,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
EACH OCCURRENCE	$1,000,000.00		PROFESSIONAL LIABILITY		
	ACTUAL REPLACEMENT COST		PERSONAL PROPERTY (IF APPLICABLE)		

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER
ADOA – SPO
100 N 15th Ave, Suite 201
Phoenix, Arizona 85007

DATE ISSUED_____

_____
AUTHORIZED REPRESENTATIVE

SAMPLE

End of Part 3

Douglas A. Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: cwelsh@peoriaford.com

March 31, 2017

Chad Welsh, Fleet Manager
PFVT Motors, LLC dba Peoria Ford
9130 W Bell Road
Peoria, AZ 85382

Subject: RFP ADSPO17-00006397, Vehicles, New Purchases
Notice of Solicitation Results (Quote #000043839)

Dear Offeror:

Thank you for submitting a response to Request for Proposal Solicitation No ADSPO17-00006397, Vehicles, New Purchases. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on **04/01/2017** and terminate on **03/31/2018**.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ. Your contract number is ADSPO17-166117. Please reference this number on all quotes given under this contract. Attached you will find the updated Offer and Acceptance with your contract number noted, please sign and return this form to me along with a completed pricing excel document for all 2017 vehicles available for purchase under this contract. We will set up an award meeting to go through the terms of your contract at a later date.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. If you have not already submitted your insurance documents, please submit your certificate of insurance to me no later than **04/07/2017**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Lori Noyes
Statewide Procurement Manager

cc: Procurement File

	Request for Proposal Solicitation No. **ADSPO17-00006397** Description: **Vehicles, New Purchases**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 201 Phoenix, AZ 85007

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x PFVT Motors, LLC dba Peoria Ford Offeror company name	W-7 McC Signature of person authorized to sign Offer — Initials
x 9130 W Bell Road Address	x Chad Welsh Printed name and title
x Peoria, AZ 85382 City | State | ZIP	x Fleet Manager Contact name and title
x 20-3759783 Federal tax identifier (EIN or SSN)	x cwelsh@peoriaford.com x 480-696-5030 Email Address — Phone Number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract No. is: ADSPO17-166117	**The effective date of the Contract is:**
Lori Noyes, Procurement Officer	3.31.2017 Contract awarded date

PFVT MOTORS, LLC DBA PEORIA FORD 2021 PRICING

Make	Vehicle Category	Model	Model Code	Fuel	Additional Description	MSRP	Cutoff Dates	2021 Base Pricing
FORD	CUTAWAY VAN	2021 ECONOLINE	E3F	Unleaded	2021 E350 Cutaway	$ 35,780.00	TBD	$ 28,046.00
Ford	CUTAWAY VAN	2021 ECONOLINE	E3F	Unleaded	2021 E350 Cutaway DRW	$ 36,205.00	TBD	$ 28,237.00
FORD	CUTAWAY VAN	2021 ECONOLINE	E4F	Unleaded	2021 E450 Cutaway	$ 38,975.00	TBD	$ 30,810.00
Ford	MID-SIZE SUV	BRONCO	E5B	Unleaded	Bronco Base 4 Door 4x4	TBD	TBD	TBD
Ford	COMPACT SUV	BRONCO SPORT	R9A	Unleaded	BRONCO SPORT 4 DOOR 4X4	$ 28,362.00	TBD	$ 25,399.00
FORD	SUB-COMPACT SUV	Ecosport	S2F	Unleaded	S FWD	$ 21,680.00	TBD	$ 19,995.00
FORD	SUB-COMPACT SUV	Ecosport	S3F	Unleaded	S 4x4	$ 22,995.00	TBD	$ 22,367.00
FORD	CROSSOVER	EDGE	K3G	Unleaded	SE FWD	$ 31,100.00	TBD	$ 28,292.00
Ford	CROSSOVER	EDGE	K3J	Unleaded	Crossover 5-Door FWD	$ 36,225.00	TBD	$ 30,929.00
FORD	CROSSOVER	EDGE	K4G	Unleaded	SE AWD	$ 33,095.00	TBD	$ 30,076.00
Ford	CROSSOVER	EDGE	K4J	Unleaded	Crossover 5-Door AWD	$ 38,030.00	TBD	$ 33,030.00
FORD	COMPACT SUV	ESCAPE	U0B	Hybrid	SE Sport Hybrid FWD	$ 29,460.00	TBD	$ 24,564.00
FORD	COMPACT SUV	ESCAPE	U0F	Unleaded	S FWD	$ 24,885.00	TBD	$ 21,470.00
Ford	COMPACT	ESCAPE	U0G	Unleaded	Compact 5-Door FWD SUV	$ 27,965.00	TBD	$ 24,599.00
FORD	COMPACT SUV	ESCAPE	U9B	Hybrid	SE Sport Hybrid 4WD	$ 30,960.00	TBD	$ 27,245.00
Ford	COMPACT	ESCAPE	U9F	Unleaded	Compact 5 Door AWD SUV	$ 27,740.00	TBD	$ 24,630.00
FORD	COMPACT SUV	ESCAPE	U9G	Unleaded	SE 4WD	$ 26,385.00	TBD	$ 24,871.00
FORD	COMPACT ELECTRIC SUV	ESCAPE PHEV	U0E	Plug-In	SE FWD PHEV ELECTRIC	$ 33,040.00	TBD	$ 29,818.00
FORD	FULL SIZE SUV	EXPEDITION	U1F	Unleaded	XL 4X2	$ 48,990.00	TBD	$ 38,117.00
FORD	FULL SIZE SUV	EXPEDITION	U1G	Unleaded	XL 4X4	$ 51,990.00	TBD	$ 40,937.00
Ford	FULL - SIZE SUV	EXPEDITION	K1H	Unleaded	FULL SIZE 5 DOOR EXTENDED 4X2 8 PASS SUV	$ 56,505.00	TBD	$ 47,154.00
Ford	FULL - SIZE SUV	EXPEDITION	K1J	Unleaded	FULL SIZE 5 DOOR 4X4 8 PASS SUV	$ 59,500.00	TBD	$ 49,861.00
Ford	FULL - SIZE SUV	EXPEDITION	U1H	Unleaded	FULL SIZE 5 DOOR 4X2 8 PASS SUV	$ 54,500.00	TBD	$ 44,399.00
Ford	FULL - SIZE SUV	EXPEDITION	U1J	Unleaded	FULL SIZE 5 DOOR 4X4 PASS SUV	$ 57,675.00	TBD	$ 47,135.00
FORD	EXT LENGTH SUV	EXPEDITION MAX	K1F	Unleaded	MAX XL 4X2	$ 53,025.00	TBD	$ 42,682.00
FORD	EXT LENGTH SUV	EXPEDITION MAX	K1G	Unleaded	MAX XL 4X4	$ 56,035.00	TBD	$ 44,589.00
FORD	FULL SIZE SPECIAL SERVICE SUV	EXPEDITION SSV	U1F	Unleaded	SSV 4X2 - 102A	$ 49,125.00	TBD	$ 36,525.00
FORD	FULL SIZE SPECIAL SERVICE SUV	EXPEDITION SSV	U1G	Unleaded	SSV 4X4 - 102A	$ 52,890.00	TBD	$ 38,962.00
FORD	MID-SIZE SUV	EXPLORER	K7B	Unleaded	BASE FWD	$ 32,765.00	TBD	$ 27,592.00
Ford	MID - SIZE SUV	EXPLORER	K7D	Unleaded	RWD SUV XLT	$ 35,350.00	TBD	$ 30,212.00
FORD	MID-SIZE SUV	EXPLORER	K8B	Unleaded	BASE 4WD	$ 34,765.00	TBD	$ 28,750.00
Ford	MID - SIZE SUV	EXPLORER	K8D	Unleaded	4WD SUV XLT	$ 37,275.00	TBD	$ 32,535.00
FORD	1/2 TON REGULAR CAB	F150	F1C	Unleaded	F150 4X2 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 31,750.00	TBD	$ 22,447.00
FORD	1/2 TON REGULAR CAB	F150	F1E	Unleaded	F150 4X4 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 36,657.00	TBD	$ 25,996.00
FORD	1/2 TON CREW CAB	F150	W1C	Unleaded	F150 4X2 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 38,525.00	TBD	$ 27,525.00
FORD	1/2 TON CREW CAB	F150	W1E	Unleaded	F150 4X4 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 39,225.00	TBD	$ 30,750.00
FORD	1/2 TON EXT CAB	F150	X1C	Unleaded	F150 4X2 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 37,425.00	TBD	$ 25,125.00

FORD	1/2 TON EXT CAB	F150	X1E	Unleaded	F150 4X4 XL - 3.3L, 2.7L, 3.5L, 5.0L, HYBRID, DIESEL OPTIONS	$ 40,275.00	TBD	$ 28,145.00
FORD	1/2 TON SSV	F150 - SPECIAL SERVICE	W1C	Unleaded	F150 4X2 XL - SSV - 5.0L AND 3.5L AVAIL	$ 37,350.00	TBD	$ 29,401.00
FORD	1/2 TON SSV	F150 - SPECIAL SERVICE	W1E	Unleaded	F150 4X4 XL - SSV - 5.0L AND 3.5L AVAIL	$ 39,545.00	TBD	$ 32,563.00
FORD	1/2 TON PURSUIT TRUCK	F150 RESPONDER	W1P	Unleaded	F150 Responder 4x4 3.5L V6 Ecoboost	$ 45,515.00	TBD	TBD IN JUNE 2021
FORD	3/4 TON REG CAB	F-SERIES SUPER DUTY	F2A	Unleaded	F250 4X2 PU SRW	$ 33,705.00	TBD	$ 25,555.00
FORD	3/4 TON REG CAB	F-SERIES SUPER DUTY	F2B	Unleaded	F250 4X4 PU SRW	$ 36,495.00	TBD	$ 27,995.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3A	Unleaded	F350 4X2 PU SRW	$ 35,220.00	TBD	$ 28,895.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3B	Unleaded	F350 4X4 PU SRW	$ 38,020.00	TBD	$ 30,225.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3C	Unleaded	F350 4X2 PU DRW	$ 36,710.00	TBD	$ 28,925.00
FORD	1 TON REG CAB	F-SERIES SUPER DUTY	F3D	Unleaded	F350 4X4 PU DRW	$ 39,505.00	TBD	$ 31,610.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3E	Unleaded	F350 Chassis SRW 4x2 60" ca	$ 38,760.00	TBD	$ 27,995.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3F	Unleaded	F350 Chassis SRW 4x4 60" ca	$ 42,360.00	TBD	$ 30,986.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3G	Unleaded	F350 Reg Cab Chass DRW 4x2 60"ca	$ 39,925.00	TBD	$ 28,803.00
FORD	1 Ton Reg Cab Chassis	F-SERIES SUPER DUTY	F3G	Unleaded	F350 Reg Cab Chass DRW 4x2 84"ca	$ 40,100.00	TBD	$ 29,947.00
FORD	F350 Reg Cab Chassis	F-SERIES SUPER DUTY	F3H	Unleaded	F350 Reg Cab Chassis DRW 4x4 60"ca	$ 43,500.00	TBD	$ 31,921.00
FORD	F350 Reg Cab Chassis	F-SERIES SUPER DUTY	F3H	Unleaded	F350 Reg Cab Chassis DRW 4x4 84"ca	$ 43,680.00	TBD	$ 32,598.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4G	Unleaded	F450 Reg Cab Chassis DRW 4x2 108" ca	$ 43,750.00	TBD	$ 35,515.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4G	Unleaded	F450 Reg Cab Chassis DRW 4x2 60"ca	$ 43,580.00	TBD	$ 34,910.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4G	Unleaded	F450 Reg Cab Chassis DRW 4x2 84"ca	$ 43,580.00	TBD	$ 35,225.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4H	Unleaded	F450 Reg Cab Chass DRW 4x4 60"ca	$ 46,400.00	TBD	$ 37,550.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4H	Unleaded	F450 Reg Cab Chassis DRW 4x4 84"ca	$ 46,575.00	TBD	$ 37,850.00
FORD	F450 Reg Cab Chassis	F-SERIES SUPER DUTY	F4H	Unleaded	F450 Reg Cab Chassis DRW 4x4 108"ca	$ 46,745.00	TBD	$ 37,995.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 60"ca	$ 44,650.00	TBD	$ 35,749.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 84"ca	$ 44,775.00	TBD	$ 35,905.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 108"ca	$ 44,850.00	TBD	$ 36,068.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5G	Unleaded	F550 Reg Cab Chassis DRW 4x2 120"ca	$ 45,020.00	TBD	$ 36,240.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5H	Unleaded	F550 Reg Cab Chassis DRW 4x4 60" ca	$ 47,505.00	TBD	$ 38,696.00
FORD	F550 Reg Cab Chassis	F-SERIES SUPER DUTY	F5H	Unleaded	F550 Reg Cab Chassis DRW 4x4 84" ca	$ 47,675.00	TBD	$ 38,811.00
FORD	F650 Reg Cab Chassis	F-SERIES SUPER DUTY	F6A	Unleaded	2022 F650 Reg Cab Chassis 26000#	$ 63,595.00	TBD	$ 51,946.00
FORD	F650 Reg Cab Chassis	F-SERIES SUPER DUTY	F6D	Diesel	2022 F650 Reg Cab Chassis 26000#	$ 75,315.00	TBD	$ 61,769.00
FORD	F-600 REGULAR CAB	F-SERIES SUPER DUTY	F6K	Unleaded/ Diesel	F-600 - REGULAR CAB CHASSIS - 60" CA - 4X2 - DRW	$ 48,382.00	TBD	$ 39,524.00
FORD	F-600 REGULAR CAB	F-SERIES SUPER DUTY	F6L	Unleaded/ Diesel	F-600 - REGULAR CAB CHASSIS - 60" CA - 4X4 - DRW	$ 51,220.00	TBD	$ 42,188.00
FORD	F750 Reg Cab Chassis	F-SERIES SUPER DUTY	F7A	Unleaded	2022 F750 RC GAS 31000#	$ 67,970.00	TBD	$ 58,386.00
FORD	F750 Reg Cab Chassis	F-SERIES SUPER DUTY	F7D	Diesel	2022 F750 Reg Cab Chassis 31000#	$ 79,430.00	TBD	$ 62,098.00
FORD	3/4 TON CREW CAB	F-SERIES SUPER DUTY	W2A	Unleaded	F250 4X2 Crew PU SRW	$ 41,550.00	TBD	$ 29,550.00
FORD	3/4 TON CREW CAB	F-SERIES SUPER DUTY	W2B	Unleaded	F250 4X4 Crew PU SRW	$ 44,425.00	TBD	$ 31,950.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3A	Unleaded	F350 4X2 Crew PU SRW	$ 43,125.00	TBD	$ 31,950.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3B	Unleaded	F350 4X4 Crew PU SRW	$ 45,920.00	TBD	$ 38,550.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3C	Unleaded	F350 4X2 Crew PU DRW	$ 44,350.00	TBD	$ 32,995.00
FORD	1 TON CREW CAB	F-SERIES SUPER DUTY	W3D	Unleaded	F350 4X4 Crew PU DRW	$ 47,250.00	TBD	$ 35,850.00
FORD	1 Ton Crew Chassis	F-SERIES SUPER DUTY	W3E	Unleaded	F350 Crew Chassis SRW 4x2 60"ca	$ 42,335.00	TBD	$ 30,756.00
FORD	1 Ton Crew Chassis	F-SERIES SUPER DUTY	W3F	Unleaded	F350 Crew Chassis SRW 4x4 60"ca	$ 45,935.00	TBD	$ 33,933.00
FORD	1 Ton Crew Chassis	F-SERIES SUPER DUTY	W3G	Unleaded	F350 Crew Cab Chassis DRW 4x2 60"ca	$ 43,500.00	TBD	$ 31,424.00
FORD	F350 Crew Cab Chassis	F-SERIES SUPER DUTY	W3H	Unleaded	F350 Crew Cab Chassis DRW 4x4 60"ca	$ 47,100.00	TBD	$ 34,545.00

FORD	F-450 CREW	F-SERIES SUPER DUTY	W4D	Diesel	F450 4X4 Crew Cab DRW	$ 61,010.00	TBD	$ 51,577.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4G	Unleaded	F450 Crew Cab Chassis DRW 4x2 60"ca	$ 46,970.00	TBD	$ 37,933.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4G	Unleaded	F450 Crew Cab Chassis DRW 4x2 84" ca	$ 47,150.00	TBD	$ 38,097.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4H	Unleaded	F450 Crew Cab Chassis DRW 4x4 60"ca	$ 50,575.00	TBD	$ 41,089.00
FORD	F450 Crew Cab Chassis	F-SERIES SUPER DUTY	W4H	Unleaded	F450 Crew Cab Chassis DRW 4x4 84"ca	$ 50,745.00	TBD	$ 41,246.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5G	Unleaded	F550 Crew Cab Chassis DRW 4x2 60"ca	$ 48,070.00	TBD	$ 38,962.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5G	Unleaded	F550 Crew Cab Chassis DRW 4x2 84"ca	$ 48,245.00	TBD	$ 39,179.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5H	Unleaded	F550 Crew Cab Chassis DRW 4x4 60" ca	$ 51,670.00	TBD	$ 42,229.00
FORD	F550 Crew Cab Chassis	F-SERIES SUPER DUTY	W5H	Unleaded	F550 Crew Cab Chassis DRW 4x4 84"ca	$ 51,850.00	TBD	$ 42,399.00
FORD	F650 Crew Cab Chassis	F-SERIES SUPER DUTY	W6A	Unleaded	2022 F650 Crew Cab Chassis 26000#	$ 69,295.00	TBD	$ 56,667.00
FORD	F650 Crew Cab Chassis	F-SERIES SUPER DUTY	W6D	Diesel	2022 F650 Crew Cab Chassis 26000#	$ 80,985.00	TBD	$ 67,120.00
FORD	F750 Crew Cab Chassis	F-SERIES SUPER DUTY	W7A	Unleaded	2022 F750 CREW GAS 31000#	$ 69,995.00	TBD	$ 57,987.00
FORD	3/4 TON EXT CAB	F-SERIES SUPER DUTY	X2A	Unleaded	F250 4X2 Super PU SRW	$ 39,850.00	TBD	$ 27,413.00
FORD	3/4 TON EXT CAB	F-SERIES SUPER DUTY	X2B	Unleaded	F250 4X4 Super PU SRW	$ 42,740.00	TBD	$ 30,198.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3A	Unleaded	F350 4X2 Super PU SRW	$ 41,250.00	TBD	$ 30,650.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3B	Unleaded	F350 4X4 Super PU SRW	$ 44,270.00	TBD	$ 32,225.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3C	Unleaded	F350 4X2 Super PU DRW	$ 42,670.00	TBD	$ 31,844.00
FORD	1 TON EXT CAB	F-SERIES SUPER DUTY	X3D	Unleaded	F350 4X4 Super PU DRW	$ 45,460.00	TBD	$ 34,995.00
FORD	1 Ton Ext Cab Chassis	F-SERIES SUPER DUTY	X3E	Unleaded	F350 Supercab Chassis SRW 4x2 60"ca	$ 41,045.00	TBD	$ 29,397.00
FORD	1 Ton Ext Cab Chassis	F-SERIES SUPER DUTY	X3F	Unleaded	F350 Supercab Chassis SRW 4x4 60"ca	$ 44,645.00	TBD	$ 32,642.00
FORD	1 Ton Ext Cab Chassis	F-SERIES SUPER DUTY	X3G	Unleaded	F350 Supercab Chassis DRW 4x2 60"ca	$ 42,205.00	TBD	$ 30,435.00
FORD	F350 Supercab Chassis	F-SERIES SUPER DUTY	X3H	Unleaded	F350 Supercab Chassis DRW 4x4 60"ca	$ 45,135.00	TBD	$ 32,618.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4G	Unleaded	F450 Super Cab Chassis DRW 4x2 60"ca	$ 45,690.00	TBD	$ 36,789.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4G	Unleaded	F450 Super Cab Chassis DRW 4x2 84"ca	$ 45,865.00	TBD	$ 36,933.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4H	Unleaded	F450 Supercab Chassis DRW 4x4 60"ca	$ 49,290.00	TBD	$ 39,937.00
FORD	F450 Super Cab Chassis	F-SERIES SUPER DUTY	X4H	Unleaded	F450 Supercab Chass DRW 4x4 84"ca	$ 49,460.00	TBD	$ 40,095.00
FORD	F550 Supercab Chassis	F-SERIES SUPER DUTY	X5G	Unleaded	F550 Supercab Chassis DRW 4x2 60"ca	$ 46,790.00	TBD	$ 37,995.00
FORD	F550 Supercab Chassis	F-SERIES SUPER DUTY	X5G	Unleaded	F550 Supercab Chassis DRW 4x2 84"ca	$ 46,960.00	TBD	$ 38,225.00
FORD	F550 Super Cab Chassis	F-SERIES SUPER DUTY	X5H	Unleaded	F550 Supercab Chassis DRW 4x4 60"ca	$ 50,385.00	TBD	$ 41,325.00
FORD	F550 Super Cab Chassis	F-SERIES SUPER DUTY	X5H	Unleaded	F550 Supecab Chassis DRW 4x4 84"ca	$ 50,560.00	TBD	$ 41,795.00
FORD	F650 Super Cab Chassis	F-SERIES SUPER DUTY	X6A	Unleaded	2022 F650 Supercab Chassis 26000#	$ 66,235.00	TBD	$ 53,955.00
FORD	F650 Supercab Chassis	F-SERIES SUPER DUTY	X6D	Diesel	2022 F650 Supercab Chassis 26000#	$ 78,065.00	TBD	$ 63,995.00
FORD	F750 Super Cab Chassis	F-SERIES SUPER DUTY	X7A	Unleaded	2022 F750 SC GAS 31000#	$ 66,795.00	TBD	$ 59,225.00
FORD	F750 Super Cab Chassis	F-SERIES SUPER DUTY	X7D	Diesel	2022 F750 SC DIESEL 31000#	$ 79,225.00	TBD	$ 64,995.00
FORD	MID-SIZE SEDAN	FUSION	P0G	Unleaded	S FWD	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE HYBRID SEDAN	FUSION	P0L	Hybrid	SE HYBRID	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE HYBRID SEDAN	FUSION	P0S	Hybrid	TITANIUM FWD ENERGI	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE SEDAN	FUSION	P0T	Unleaded	SE AWD	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE SPECIAL SERVICE HYBRID SEDAN	Fusion Hybrid Responder	P0A	Unleaded	Fusion Hybrid Responder Sedan 2.0L I-4cyl	NA	2/28/2020	DISCONTINUED
FORD	MID-SIZE SPECIAL SERVICE PLUG-IN HYBRID SEDAN	Fusion Plug-in Hybrid Responder	P0W	Unleaded	Fusion Plug-in Hybrid Responder Sedan 2.0L I-4cyl	NA	2/28/2020	DISCONTINUED
Ford	CROSSOVER	MACH-E	K1R	Electric	Mustang Mach E Electric 4 Dr	$ 44,590.00	TBD	$ 44,450.00
FORD	COUPE	MUSTANG	P8C	Unleaded	GT V8 Coupe	$ 38,910.00	TBD	$ 35,547.00
FORD	COUPE	MUSTANG	P8T	Unleaded	V6 Coupe	$ 29,945.00	TBD	$ 27,869.00
FORD	MID-SIZE TRUCK	Ranger	R1A	Unleaded	Ranger Super Cab 4x2 chassis	NA	TBD	TBD
FORD	MID-SIZE TRUCK	Ranger	R1E	Unleaded	Ranger Super Cab 4x2 pickup	$ 26,185.00	TBD	$ 23,389.00

FORD	MID-SIZE TRUCK	Ranger	R1F	Unleaded	Ranger Super Cab 4x4 pickup	$ 30,345.00	TBD	$ 36,004.00
FORD	MID-SIZE TRUCK	Ranger	R4E	Unleaded	Ranger Crew Cab 4x2 pickup	$ 28,585.00	TBD	$ 24,424.00
FORD	MID-SIZE TRUCK	Ranger	R4F	Unleaded	Ranger Crew Cab 4x4 pickup	$ 32,745.00	TBD	$ 28,183.00
FORD	1/2 TON CARGO VAN	TRANSIT	E1C	Unleaded	VAN 150 MED 130/148 RWD	$ 38,445.00	TBD	$ 28,995.00
FORD	1/2 TON CREW VAN	TRANSIT	E1D	Unleaded	CREW 150 MED 130/148 RWD	$ 40,805.00	TBD	$ 31,577.00
FORD	1/2 TON CARGO VAN	TRANSIT	E1Y	Unleaded	VAN 150 LOW 130/148 RWD	$ 38,090.00	TBD	$ 25,602.00
FORD	1/2 TON CREW VAN	TRANSIT	E1Z	Unleaded	CREW 150 LOW 130/148 RWD	$ 39,655.00	TBD	$ 28,357.00
FORD	1/2 TON CARGO VAN	TRANSIT	E2C	Unleaded	VAN 150 MED 130/148 AWD	$ 43,140.00	TBD	$ 33,649.00
FORD	1/2 TON CREW VAN	TRANSIT	E2D	Unleaded	CREW 150 MED 130/148 AWD	$ 45,500.00	TBD	$ 35,744.00
FORD	1/2 TON CARGO VAN	TRANSIT	E2Y	Unleaded	VAN 150 LOW 130/148 AWD	$ 41,990.00	TBD	$ 29,842.00
FORD	1/2 TON CREW VAN	TRANSIT	E9Z	Unleaded	CREW 150 LOW 130/148 AWD	$ 44,350.00	TBD	$ 32,524.00
FORD	1 TON CARGO VAN	TRANSIT	F4U	Unleaded	VAN 350HD HIGH 148 AWD	$ 51,215.00	TBD	$ 40,816.00
FORD	1 TON CREW VAN	TRANSIT	F4V	Unleaded	CREW 350HD HIGH 148 RWD	$ 48,240.00	TBD	$ 38,176.00
FORD	1 TON CREW VAN	TRANSIT	F4W	Unleaded	CREW 350HD HIGH 148 AWD	$ 52,935.00	TBD	$ 42,343.00
FORD	1 TON CARGO VAN	TRANSIT	F4X	Unleaded	VAN 350HD HIGH 148 RWD	$ 45,880.00	TBD	$ 35,561.00
FORD	1 TON CUTAWAY	TRANSIT	F6P	Unleaded	C-AWAY 350HD LOW 138/156/178 RWD - SRW/DRW	$ 37,530.00	TBD	$ 28,908.00
FORD	1 TON VAN CHASSIS	TRANSIT	F6Z	Unleaded	CC 350HD LOW 138/156/178 RWD - SRW/DRW	$ 36,020.00	TBD	$ 27,863.00
FORD	1 TON CUTAWAY	TRANSIT	F8P	Unleaded	C-AWAY 350HD LOW 138/156/178 AWD - SRW/DRW	$ 40,155.00	TBD	$ 30,933.00
FORD	1 TON VAN CHASSIS	TRANSIT	F8Z	Unleaded	CC 350HD LOW 138/156/178 AWD - SRW/DRW	$ 40,715.00	TBD	$ 31,729.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K1C	Unleaded	PASS VAN 150 MED 130 RWD	$ 45,305.00	TBD	$ 34,775.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K1Y	Unleaded	PASS VAN 150 LOW 130 RWD	$ 43,620.00	TBD	$ 31,870.00
Ford	1/2 TON PASSENGER VAN	TRANSIT	K1Y	Unleaded	PASS VAN 150 LOW 130 RWD - 10 PASSENGER	$ 43,790.00	TBD	$ 32,010.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K2C	Unleaded	PASS VAN 150 MED 130 AWD	$ 50,500.00	TBD	$ 40,172.00
FORD	1/2 TON PASSENGER VAN	TRANSIT	K2Y	Unleaded	PASS VAN 150 LOW 130 AWD	$ 49,050.00	TBD	$ 35,330.00
Ford	1/2 TON PASSENGER VAN	TRANSIT	K2Y	Unleaded	PASS VAN 150 LOW 130 AWD - 10 PASSENGER	$ 48,485.00	TBD	$ 35,684.00
FORD	3/4 TON CARGO VAN	TRANSIT	R1C	Unleaded	VAN 250 MED 130RWD	$ 39,395.00	TBD	$ 31,392.00
FORD	3/4 TON CREW VAN	TRANSIT	R1D	Unleaded	CREW 250 MED 130/148 RWD	$ 41,755.00	TBD	$ 32,821.00
FORD	3/4 TON CREW VAN	TRANSIT	R1V	Unleaded	CREW 250 HIGH 148 RWD	$ 45,180.00	TBD	$ 35,460.00
FORD	3/4 TON CARGO VAN	TRANSIT	R1X	Unleaded	VAN 250 HIGH 148 RWD	$ 43,615.00	TBD	$ 34,183.00
FORD	3/4 TON CARGO VAN	TRANSIT	R1Y	Unleaded	VAN 250 LOW 130 RWD	$ 39,040.00	TBD	$ 26,450.00
Ford	3/4 TON CARGO VAN	TRANSIT	R1Y	Unleaded	VAN 250 LOW 148 RWD	$ 40,315.00	TBD	$ 27,603.00
FORD	3/4 TON CREW VAN	TRANSIT	R1Z	Unleaded	CREW 250 LOW 130/148 RWD	$ 40,605.00	TBD	$ 29,500.00
FORD	3/4 TON CARGO VAN	TRANSIT	R2C	Unleaded	VAN 250 MED 130 AWD	$ 46,160.00	TBD	$ 36,463.00
FORD	3/4 TON CREW VAN	TRANSIT	R2D	Unleaded	CREW 250 MED 130/148 AWD	$ 46,450.00	TBD	$ 36,587.00
FORD	3/4 TON CREW VAN	TRANSIT	R2V	Unleaded	CREW 250 HIGH 148 AWD	$ 49,875.00	TBD	$ 39,627.00
FORD	3/4 TON CARGO VAN	TRANSIT	R2X	Unleaded	VAN 250 HIGH 148 AWD	$ 48,310.00	TBD	$ 36,841.00
FORD	3/4 TON CARGO VAN	TRANSIT	R2Y	Unleaded	VAN 250 LOW 130/148 AWD	$ 43,025.00	TBD	$ 29,924.00
FORD	3/4 TON CREW VAN	TRANSIT	R2Z	Unleaded	CREW 250 LOW 130/148 AWD	$ 45,300.00	TBD	$ 33,367.00
FORD	3/4 TON CARGO VAN	TRANSIT	R3U	Unleaded	VAN 250 HIGH 148 AWD	$ 48,735.00	TBD	$ 38,615.00
FORD	3/4 TON CARGO VAN	TRANSIT	R3X	Unleaded	VAN 250 HIGH 148 RWD	$ 44,835.00	TBD	$ 33,717.00
FORD	3/4 TON CUTAWAY VAN	TRANSIT	R5P	Unleaded	C-AWAY 250 LOW 138/156 RWD	$ 33,880.00	TBD	$ 25,663.00
FORD	3/4 TON CHASSIS	TRANSIT	R5Z	Unleaded	CC 250 LOW 138/156 RWD	$ 36,210.00	TBD	$ 27,584.00
FORD	3/4 TON CUTAWAY VAN	TRANSIT	R7P	Unleaded	C-AWAY 250 LOW 138/156 AWD	$ 33,987.00	TBD	$ 29,879.00
FORD	3/4 TON CHASSIS	TRANSIT	R7Z	Unleaded	CC 250 LOW 138/156 AWD	$ 40,905.00	TBD	$ 31,750.00
FORD	1 TON CARGO VAN DRW	TRANSIT	S4U	Unleaded	VAN 350HD HIGH 148 AWD	$ 53,280.00	TBD	$ 42,647.00

FORD	1 TON CREW VAN DRW	TRANSIT	S4V	Unleaded	CREW 350HD HIGH 148 RWD	$ 50,365.00	TBD	$ 39,995.00
FORD	1 TON CREW VAN DRW	TRANSIT	S4W	Unleaded	CREW 350HD HIGH 148 AWD	$ 55,000.00	TBD	$ 44,173.00
FORD	1 TON CARGO VAN DREW	TRANSIT	S4X	Unleaded	VAN 350HD HIGH 148 RWD	$ 48,005.00	TBD	$ 37,921.00
FORD	1 TON CUTAWAY DRW	TRANSIT	S6P	Unleaded	C-AWAY 350HD LOW 138/156/178 RWD	$ 37,460.00	TBD	$ 29,979.00
FORD	1 TON CHASSIS DRW	TRANSIT	S6Z	Unleaded	CC 350HD LOW 138/156/178 RWD	$ 38,015.00	TBD	$ 29,231.00
FORD	1 TON CUTAWAY DRW	TRANSIT	S8P	Unleaded	C-AWAY 350HD LOW 138/156/178 AWD	$ 42,124.00	TBD	$ 32,979.00
FORD	1 TON CHASSIS DRW	TRANSIT	S8Z	Unleaded	CC 350HD LOW 138/146/178 AWD	$ 42,680.00	TBD	$ 33,471.00
FORD	1 TON PASSENGER VAN DRW	TRANSIT	U4X	Unleaded	PASS VAN 350HD HIGH 148 RWD	$ 50,090.00	TBD	$ 39,761.00
FORD	FULL SIZE PASSENGER VAN DRW	TRANSIT	U5X	Unleaded	PASS VAN 350HD HIGH 148 AWD	$ 55,365.00	TBD	$ 44,488.00
FORD	1 TON CUTAWAY DRW	TRANSIT	U6P	Unleaded	C-AWAY 350HD LOW 138/156/178 RWD	$ 37,985.00	TBD	$ 29,505.00
FORD	1 TON VAN CHASSIS DRW	TRANSIT	U6Z	Unleaded	CC 350HD LOW 138/156/178 RWD	$ 38,540.00	TBD	$ 29,797.00
FORD	1 TON CUTAWAY DRW	TRANSIT	U8P	Unleaded	C-AWAY 350HD LOW 138/156/178 AWD	$ 42,680.00	TBD	$ 33,471.00
FORD	1 TON VAN CHASSIS DRW	TRANSIT	U8Z	Unleaded	CC 350HD LOW 138/156/178 AWD	$ 43,235.00	TBD	$ 33,964.00
FORD	1 TON CREW VAN	TRANSIT	W1D	Unleaded	CREW 350 MED 130/148 RWD	$ 46,055.00	TBD	$ 34,995.00
FORD	1 TON CREW VAN	TRANSIT	W1V	Unleaded	CREW 350 HIGH 148 RWD	$ 48,205.00	TBD	$ 37,995.00
FORD	1 TON CARGO VAN	TRANSIT	W1X	Unleaded	VAN 350 HIGH 148 RWD	$ 45,845.00	TBD	$ 35,995.00
FORD	1 TON CARGO VAN	TRANSIT	W1Y	Unleaded	VAN 350 LOW 130/148 RWD	$ 42,545.00	TBD	$ 32,995.00
FORD	1 TON CREW VAN	TRANSIT	W1Z	Unleaded	CREW 350 LOW 130/148 RWD	$ 44,905.00	TBD	$ 35,150.00
FORD	1 TON CARGO VAN	TRANSIT	W2C	Unleaded	VAN 350 MED 130/148 AWD	$ 47,115.00	TBD	$ 37,131.00
FORD	1 TON CREW VAN	TRANSIT	W2D	Unleaded	CREW 350 MED 130/148 AWD	$ 49,475.00	TBD	$ 39,226.00
FORD	1 TON CREW VAN	TRANSIT	W2V	Unleaded	CREW 350 HIGH 148 AWD	$ 52,900.00	TBD	$ 42,266.00
FORD	1 TON CARGO VAN	TRANSIT	W2X	Unleaded	VAN 350 HIGH 148 AWD	$ 50,540.00	TBD	$ 40,171.00
FORD	1 TON CARGO VAN	TRANSIT	W2Y	Unleaded	VAN 350 LOW 130/148 AWD	$ 45,965.00	TBD	$ 35,995.00
FORD	1 TON CREW VAN	TRANSIT	W2Z	Unleaded	CREW 350 LOW 130/148 AWD	$ 48,325.00	TBD	$ 37,995.00
FORD	1 TON CARGO VAN	TRANSIT	W3U	Unleaded	VAN 350 HIGH 148 AWD	$ 51,760.00	TBD	$ 42,254.00
FORD	1 TON CARGO VAN	TRANSIT	W3X	Unleaded	VAN 350 HIGH 148 RWD	$ 46,085.00	TBD	$ 36,358.00
FORD	1 TON CUTAWAY SRW	TRANSIT	W5P	Unleaded	C-AWAY 350 LOW 138/156 RWD	$ 36,425.00	TBD	$ 27,874.00
FORD	1 TON CHASSIS SRW	TRANSIT	W5Z	Unleaded	CC 350 LOW 138/156 RWD	$ 36,985.00	TBD	$ 28,372.00
FORD	1 TON CUTAWAY SRW	TRANSIT	W7P	Unleaded	C-AWAY 350 LOW 138/156 AWD	$ 41,120.00	TBD	$ 32,041.00
FORD	1 TON CHASSIS SRW	TRANSIT	W7Z	Unleaded	CC 350 LOW 138/156 AWD	$ 41,680.00	TBD	$ 32,539.00
FORD	1 TON CARGO VAN	TRANSIT	W9C	Unleaded	VAN 350 MED 130/148 RWD	$ 43,695.00	TBD	$ 32,496.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X2C	Unleaded	PASS VAN 350 MED 148 RWD	$ 45,240.00	TBD	$ 34,128.00
Ford	FULL SIZE PASSENGER VAN	TRANSIT	X2C	Unleaded	PASS VAN 350 MED 148 RWD - 15 PASSENGER	$ 46,735.00	TBD	$ 35,413.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X2X	Unleaded	PASS VAN 350 HIGH 148 RWD	$ 48,185.00	TBD	$ 36,594.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X2Y	Unleaded	PASS VAN 350 LOW 148 RWD	$ 43,790.00	TBD	$ 32,012.00
Ford	FULL SIZE PASSENGER VAN	TRANSIT	X2Y	Unleaded	PASS VAN 350 LOW 148 RWD - 15 PASSENGER	$ 45,285.00	TBD	$ 33,329.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X9C	Unleaded	PASS VAN 350 MED 148 AWD	$ 51,430.00	TBD	$ 40,377.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X9X	Unleaded	PASS VAN 350 HIGH 148 AWD	$ 52,880.00	TBD	$ 41,760.00
FORD	FULL SIZE PASSENGER VAN	TRANSIT	X9Y	Unleaded	PASS VAN 350 LOW 148 AWD	$ 48,485.00	TBD	$ 35,695.00
Ford	FULL SIZE PASSENGER VAN	TRANSIT	X9Y	Unleaded	PASS VAN 350 LOW 148 AWD - 15 PASSENGER	$ 49,980.00	TBD	$ 36,799.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E6E	Unleaded	2022 XL VAN SWB Liftgate	$ 26,995.00	TBD	$ 23,571.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E6F	Unleaded	2022 XLT VAN SWB Liftgate	$ 28,940.00	TBD	$ 25,919.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E7E	Unleaded	2022 VAN XL LWB Liftgate	$ 28,075.00	TBD	$ 24,810.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	E7F	Unleaded	2022 VAN XLT LWB Liftgate	$ 29,640.00	TBD	$ 26,417.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	E9E	Unleaded	2022 WAGON XL LWB Liftgate	$ 29,620.00	TBD	$ 26,476.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	E9F	Unleaded	2022 WAGON XLT LWB Liftgate	$ 31,175.00	TBD	$ 27,804.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	S6E	Unleaded	2022 VAN XL SWB Swing-out	$ 26,245.00	TBD	$ 22,147.00

FORD	SMALL CARGO VAN	TRANSIT CONNECT	S6F	Unleaded	2022 VAN XLT SWB Swing-out	$ 28,940.00	TBD	$ 26,019.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	S7E	Unleaded	2022 VAN XL LWB Swing-out	$ 27,245.00	TBD	$ 23,261.00
FORD	SMALL CARGO VAN	TRANSIT CONNECT	S7F	Unleaded	2022 VAN XLT LWB Swing-out	$ 29,940.00	TBD	$ 26,917.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	S9E	Unleaded	2022 WAGON XL LWB	$ 28,990.00	TBD	$ 25,995.00
FORD	SMALL PASSENGER VAN	TRANSIT CONNECT	S9F	Unleaded	2022 WAGON XLT LWB	$ 31,375.00	TBD	$ 28,204.00
FORD	MID-SIZE PURSUIT SUV	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.3L V6 - **INCLUDES REAR AUX AIR, REVERSE SENSING - NO CHARGE FOR 2021**	$ 40,200.00	TBD	$ 32,399.00
FORD	MID-SIZE PURSUIT SUV	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.3L HYBRID - **INCLUDES REAR AUX AIR, REVERSE SENSING - NO CHARGE FOR 2021**	$ 44,070.00	TBD	$ 35,263.00
FORD	MID-SIZE PURSUIT SUV	Utility Interceptor	K8A	Unleaded	Interceptor Utility AWD 3.0L ECOBOOST - **INCLUDES REAR AUX AIR, REVERSE SENSING - NO CHARGE FOR 2021**	$ 44,520.00	TBD	$ 36,068.00

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: PFVT Motors-ADSPO17-166117	**AMENDMENT NO.: 7**
DESCRIPTION: Vehicles, New Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Seven (7) to mutually extend this contract from April 4, 2021 through March 31, 2022 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

10. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick Brown, Purchasing Director
Co-Submitter:	Matthew Luhman
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Approval of the Cooperative Purchase Contract with Interim Public Management, LLC, for professional level consulting in an annual amount not to exceed $300,000 in any fiscal year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Interim Public Management, LLC for professional level consulting in an annual amount not to exceed $300,000 in any fiscal year; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

On October 1, 2019, City Council approved a cooperative contract with Interim Public Management, LLC (IPM) to provide professional management level consulting to temporarily fill management level positions during the process of a competitive recruitment. The approved contract was through a cooperative purchase contract with the City of Maricopa. Recently, the City of Maricopa cooperative contract with IPM expired and the City seeks to utilize a City of Phoenix cooperative purchase contract with IPM for the same services. City staff is requesting City Council adopt the new Cooperative Purchase Contract for professional level consulting under the City of Phoenix cooperative contract. Adopting this Cooperative Purchase Contract will allow City staff to continue to utilize interim managers and/or directors during times of vacancy to allow a competitive recruitment process to be completed.

Financial Impact:

When utilizing professional level consulting to fill a vacancy, salary savings from the vacant position is used to pay for the consultant contract. In situations when the consultant contract cost is higher than the salary savings, the division will look within the division's base budget to fund the additional amount. If this cannot be accomplished, the division brings the information to the budget team for consideration within the adopted budget.

Policy Impact:

Approval of the Cooperative Purchase Contract with IPM will increase the City's ability to temporarily work with high level management consultants and continue to provide quality management during the permanent recruitment process for such positions.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budgeting Priorities and Objectives: Enhance the organization's fiscal stability & increase efficiency & effectiveness.

Has There Been Previous Council Decision on This:

Yes. A cooperative purchase contract with IPM was approved by City Council on October 1, 2019.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Interim Public Management, LLC; or
2. Direct staff to conduct a formal competitive solicitation for the award of a City contract in lieu of utilizing the Cooperative Purchase Contract.

Background/History:

The City has been successfully utilizing a cooperative purchase contract for professional level consulting positions in instances that recruitment for a management level position has been lengthy. The Cooperative Purchase Contract with IPM will be utilized on an as needed basis where necessary to maintain management level processes.

Attachments: Cooperative Purchase Contract
Exhibit A - Sample Schedule
Exhibit B - Agency Contract

COOPERATIVE PURCHASE
CONTRACT
Contract No. 2020-77

This Cooperative Purchase Contract is made and entered into this ___ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Interim Public Management, LLC, an Arizona Limited Liability Corporation ("Contractor").

RECITALS:

A. Contractor has Contract No. 153646-0 with the City of Phoenix to provide executive level consultant services and/or the selection and placement of experienced and qualified individuals to fill an open position o an interim basis ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Schedules agreed to by the parties and attached to the Agency Contract from time to time. General description of materials and or services being lease/purchased:

Various Professional Level Interim Executives

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in *Schedules* attached hereto (Exhibit A) and agreed to by the Parties from time to time and incorporated by reference.

3. Payment. Payment to the Contractor for the services provided under this Cooperative Purchase Contract shall be made in accordance with the Cost Summary/Fee Schedule and terms set forth in the Phoenix Agency Contract (Exhibit B). In no event shall the total compensation under this Contract exceed $300,000 in any fiscal year.

4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as *Exhibit B*. The Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. 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.

Interim Public Management, LLC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

IPM SAMPLE SCHEDULE (ATTACHED)

EXHIBIT B

AGENCY CONTRACT

Contractor Agreement City of Phoenix Contract Number: 153646-0 (ATTACHED)

EXHBIT A

SCHEDULE ___

TO
COOPERATIVE PURCHASE CONTRACT No. 2022-77

Effective Date of Schedule: [Insert date]-

Client: [Insert Client name], Arizona

Services: [Insert description]

Expected Commencement Date for Engagement: [Insert date]

Expected Services Performance: [Insert number] days per week, typically [Insert weekdays]

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees:	The Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to the Client: $[Insert amount] per week, per Consultant or other IPM resource

The Services Fees set forth above shall increase by five percent on [Insert date] and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Expenses. Client shall reimburse IPM for the following expenses:

- Actual cost for business-related meals, mileage at IRS standard rates, lodging, supplies, copies, postage, and other customarily reimbursed expenses reasonably related to the performance of the Services; and
- An administrative charge of 15% on all reimbursed expenses.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until [Insert date] and shall continue month to month after said date. After, [Insert date] this Schedule may be terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. Should the Client terminate the agreement before [Insert date], Client shall pay to IPM as a

termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and [Insert date].
This Schedule shall commence upon its stated Commencement Date and shall continue until terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: [Insert Client name]

_____

By: [Insert name and title of signer] Date

ATTEST:

_____

Agreed to and accepted by Interim Public Management, LLC:

By:_____

Tim Pickering, CEO Date

PROFESSIONAL SERVICES CONSULTING AGREEMENT

INTERIM EXECUTIVES

AGREEMENT NO. 153646--0

Adriana Phillips, Procurement Officer
City of Phoenix Human Resources Department
251 W Washington Street, 7th Floor
Phoenix, Arizona 85003
Telephone: (602) 534-1676
Adriana.phillips@phoenix.gov

TABLE OF CONTENTS

1. TERM OF AGREEMENT: 1
2. PAYMENT 1
3. SCOPE OF WORK AND SUPPLEMENTAL TERMS AND CONDITIONS: 2
4. INDEMNIFICATION & INSURANCE REQUIREMENTS – SEE EXHIBIT C. 3
5. LAWFUL PRESENCE REQUIREMENT: 3
6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER. 3
7. LEGAL WORKER REQUIREMENTS: 3
8. CONFIDENTIALITY AND DATA SECURITY: 4
9. CONTACTS WITH THIRD PARTIES: 4
10. SBE/ DBE UTILIZATION: 5
11. AUDIT/RECORDS: 5
12. COMPLIANCE WITH LAWS: 5
13. AMENDMENTS: 5
14. NO ORAL ALTERATIONS: 6
15. NOTICES: 6
16. INTEGRATION: 7
17. GOVERNING LAW; FORUM; VENUE: 7
18. FISCAL YEAR CLAUSE: 7
19. TERMINATION OR SUSPENSION OF SERVICES: 7
20. FINAL PAYMENT: 8
21. PROFESSIONAL COMPETENCY: 8
22. SPECIFIC PERFORMANCE: 9
23. FORCE MAJEURE: 9
24. DOCUMENTATION: 9

25. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:..... 10
26. CONFLICTS OF INTEREST:..... 10
27. PUBLIC RECORDS:..... 10
28. CLAIMS OR DEMANDS AGAINST THE CITY: 11
29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS: 11
30. CONTINUATION DURING DISPUTES: 11
31. THIRD PARTY BENEFICIARY CLAUSE:..... 12
32. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:..... 12
33. CONTRACT INTERPRETATION: 13
34. MISCELLANEOUS 14
APPROVALS 15
EXHIBIT A – SCOPE OF WORK..... 16
EXHIBIT B - FEE SCHEDULE……18
EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS……..20
EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE..... 23
EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS 25

PROFESSIONAL SERVICES CONSULTING AGREEMENT

BETWEEN

THE CITY OF PHOENIX AND

INTERIM PUBLIC MANAGEMENT, LLC

This **AGREEMENT** is made and entered into this 1st of July 2020, ("the Effective Date"), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as "City**"**) and Interim Public Management, LLC, (hereinafter referred to as "Contractor").

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.

2. The City desires to obtain the services that are specifically set forth in this Agreement.

3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.

4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.

5. This Agreement is authorized by the City Council Ordinance Number S-46812 dated June 24, 2020, item 52.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT:

1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a period of five (5) years. This Agreement will terminate upon the earliest occurrence of any of the following**:**

1.2. Reaching the end of the term exercised as set forth in 1.1;

1.3. Payment of the maximum compensation approved by the City under City Council Ordinance Number S-46812 dated June 24, 2020, provided that such amount may be increased by the City from time to time; or

1.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT

Fees payable by the City hereunder are set forth in *EXHIBIT B – FEE SCHEDULE* and Fees for Services will be agreed with more particularity in the

applicable Schedule of Engagement (See Exhibit A – Scope of Work).

2.1. Contractor will submit semi-monthly invoices on or before the 10th day of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the semi-monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates worked, weekly rate charged, and a description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.

2.2. Invoices will be submitted to:

hr.mgmt.svcs@phoenix.gov

City of Phoenix

Human Resources Department, Management Services Division

251 W Washington Street, 7th Floor

Phoenix, AZ 85003

2.3. Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:

- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Contractor will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City's website and incorporated herein as if attached.

3. SCOPE OF WORK AND SUPPLEMENTAL TERMS AND CONDITIONS:
Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *EXHIBIT A – SCOPE OF WORK* ("Services"), which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. Each Services engagement shall be agreed to by the City and Contractor in advance in writing in the form of a "Schedule of Engagement," see Exhibit A – Scope of Work, paragraph 3 or such other form as the parties may mutually agree. In performing Services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS*. Contractor will provide requested reports to the City according to a mutually agreed-upon

schedule.

4. **INDEMNIFICATION & INSURANCE REQUIREMENTS –** SEE EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

5. **LAWFUL PRESENCE REQUIREMENT**:
Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to another Qualified Vendor for Interim Executive Services. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

6. **INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER**.
   6.1. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
   6.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

7. **LEGAL WORKER REQUIREMENTS**:
   7.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:
   7.2. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
   7.3. A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
   7.4. The City retains the legal right to inspect the papers of the Contractor or

subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. **CONFIDENTIALITY AND DATA SECURITY**:

8.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

8.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files that are within Contractor's or any Interim Executive's possession and that are not stored on or accessed through a City-owned device. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

8.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for reasonable costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

8.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

8.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

9. **CONTACTS WITH THIRD PARTIES**:

9.1. Except as in the performance of Services under this Agreement, Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person, other than an insured, a claimant, a reinsurer or for routine regulatory inquiries, requesting information or requiring testimony relative to the

Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

9.2. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

10. SBE/ DBE UTILIZATION:

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

11. AUDIT/RECORDS:

11.1. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of six years following termination of the Agreement.

11.2. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate invoices, and the City's associated cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

11.3. Before providing any information under this Section, the City shall consult with the Contractor regarding the disclosure or inspection process, including but not limited to the scope of the disclosure or inspection, in order to ensure sufficient scope for the City's assessment permitted per the subsection above and to limit the scope thereto, and any additional confidentiality and privacy provisions pertaining to the information to be obtained or disclosed, including any provisions required by law.

12. COMPLIANCE WITH LAWS:

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.

13. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A*

– *SCOPE OF WORK* or any Schedule of Engagement substantially changes the Scope of Work or Schedule of Engagement, thereby materially increasing or decreasing the cost of performance, such changes must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

14. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

15. NOTICES:

15.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Telephone: 480-577-0949
Tim@interimpublicmanagement.com

If to City:

Adriana Phillips, Procurement Officer
City of Phoenix Human Resources Department
251 W Washington St, 7th Floor
Phoenix, Arizona 85003
Telephone: (602) 534-1676
Adriana.phillips@phoenix.gov

15.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days

after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

15.3. Notices sent by e-mail transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail transmission.

16. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth**.**

17. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

18. FISCAL YEAR CLAUSE:

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

19. TERMINATION OR SUSPENSION OF SERVICES:

19.1. City's Right to Terminate:

The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

19.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.

19.1.2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, for the City pursuant to the terms of the Agreement,

together with all unused materials supplied by the City.

19.1.3. Appraise the work it has completed and submit its appraisal to the City for evaluation.

19.1.4. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services**.**

19.1.5. This Agreement shall be coterminous with the underlying insurance policy(ies) issued by the Contractor to the City.

19.2. Contractor's Right to Terminate:
Contractor reserves the right to terminate this Agreement without cause by providing 60-day advanced written notice to the City. Contractor, however, agrees it will continue to honor any executed Schedule(s) of Engagement. In addition, Contractor agrees to honor any pending but not yet executed Schedule(s) of Engagement expected to begin within 30 days after City's receipt of Contractor's written notice of intent to terminate.

20. FINAL PAYMENT:

20.1. PAYMENT: The City will make final payment for all Services performed and accepted within 45 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement, as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

20.2. TEMPORARY SUSPENSION: The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

21. PROFESSIONAL COMPETENCY:

21.1. QUALIFICATIONS: Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

21.2. LEVEL OF CARE AND SKILL: Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the

same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

22. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

23. FORCE MAJEURE:

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, generally recognized public health crises such as epidemics or pandemics, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

24. DOCUMENTATION:

24.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, the City may request from the Contractor and the Contractor will provide to the City its entire file related to this Agreement, except that information collected directly by the Contractor independent of the City. Contractor may retain a copy of the information provided to the City.

24.2. FORMAT AND QUALITY: All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

24.3. DOCUMENT REVIEW: Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

24.4. SUBMITTALS: Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such

become available to the City for review.

25. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:
Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City. The above restrictions do not restrict the Contractor from identifying the City as a client.

26. CONFLICTS OF INTEREST:

26.1. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

26.2. The City reserves the right to immediately terminate the contract in the event that the City reasonably determines that Contractor has an actual or apparent conflict of interest.

26.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

26.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

27. PUBLIC RECORDS:

27.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.

27.2. In the event City receives a request for disclosure that is reasonably calculated

to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

27.3. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

28. CLAIMS OR DEMANDS AGAINST THE CITY:

28.1. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

28.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

30. CONTINUATION DURING DISPUTES:

30.1. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement, each party

will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

30.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

31. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

32. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

32.1. In order to do business with the city, contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity requirements. Contractor will direct any questions in regard to these requirements to the equal opportunity department, (602) 262-6790.

32.2. For a contractor with *35 employees or fewer:* contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement and entered into after the Effective Date that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

32.3. For a contractor with *more than 35 employees:* Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or

transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

32.4. DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

32.5. MONITORING: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary, provided that any information gathered for any such review may be used for such purpose only.

33. CONTRACT INTERPRETATION:

33.1. APPLICABLE LAW:
This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

33.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

33.2.1. Professional Services Agreement Standard Terms and Conditions
33.2.2. Exhibit E Supplemental Terms and Conditions
33.2.3. Exhibit C and D Insurance and Indemnification Terms and Insurance Certificate
33.2.4. Exhibit A Scope of Work

33.3. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

33.4. PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a

course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

34. MISCELLANEOUS

34.1. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kin, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil services, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect there.

34.2. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

34.3. FACSIMILE OR ELECTRONIC SIGNATURES. Either or all parties may execute this Agreement by facsimile or other scanned or electronic signature, and any such facsimile or other scanned or electronic signature shall be deemed an original signature.

34.4. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the "Effective Date");

CITY OF PHOENIX, A MUNICIPAL CORPORATION
ED ZUERCHER, CITY MANAGER

By: Lori Bays (Jan 8, 2021 14:42 MST)

Name: Lori Bays

Title: Human Resources Director

ATTEST:

Denise Archibald

City Clerk

Date: Jan 18, 2021

APPROVED AS TO FORM,
CRIS MEYER, City Attorney

By: Heidi E. Gilbert (Jan 13, 2021 21:00 MST)

Heidi Gilbert
Assistant Chief Counsel MLW

INTERIM PUBLIC MANAGEMENT, LLC
a State limited liability company

By: Tim Pickering (Jan 8, 2021 14:19 MST)

Name: Tim Pickering

Title: President & CEO

EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

The City of Phoenix is centrally located in Maricopa County near the geographic center of Arizona. It is the capital and the most populous city in Arizona (over 1.6 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most the workforce is represented by five labor unions and two associations.

2. OBJECTIVES

The Contractor will provide various Professional Executive Director Level Consulting Services Contractor(s) ("Interim Executives") for the City of Phoenix on an as needed basis. This generally occurs when an interim executive is needed while a recruitment process occurs to fill the role on an ongoing basis.

The Contractor will initiate a search for a given new Services request upon receipt from the City of a signed Retainer Letter. The City will review the recommendations and issue a Schedule of Engagement to request Interim Executive services from the Contractor. The Contractor will complete the contracted scope of work under the general direction of the City Manager and/or designated City staff.

3. RETAINER LETTER AND SCHEDULE OF ENGAGEMENT

Each new assignment of Services will require a Retainer Letter and a Schedule of Engagement.

3.1 Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests the initial search from the Contractor. The Retainer Letter serves as the official request by the City to begin a search and provide recommendations of Interim Executives to the City. This letter must include the following:

- Date of City's request
- Name of City Executive Representative
- Number of confidential resumes that will be provided by Contractor
- Date the City will receive the resumes
- Applicable fees included in Exhibit B – Fee Schedule

3.2 Schedule of Engagement

The Schedule of Engagement is prepared and signed by the City and Contractor when the City desires to proceed with Interim Executive services

from the Contractor and must include the following:

- Effective Date of Schedule of Engagement
- Contractor's Name
- Description of Services
- Expected Commencement Date for Assignment
- Expected Services Performance (days per week)
- Applicable fees included in Exhibit B – Fee Schedule

4. INFORMATION MEETINGS

Contractor shall meet routinely with the City Manager and/or designated City staff to explain tasks to be performed and provide regular updates. Contractor may be required to communicate or meet with other public officials. The Contractor and City shall work together to establish a regular and routine update strategy to facilitate communication throughout the course of the project.

5. INTERIM EXECUTIVE REQUIREMENTS

Assignments of Interim Executives shall be subject to the City's review and recommendation. Interim Executives assigned by Contactor to perform the Services required by the Agreement shall have appropriate expertise and experience, and be actively engaged in completion of the tasks assigned by the City Manager.

EXHIBIT B – FEE SCHEDULE

1. RATES FOR SERVICES ENGAGEMENTS

Following are full-time labor rates for Interim Executives providing Services hereunder, not including travel expenses which are to be charged separately:

Level	Description of Position/Area of Expertise	Hourly Rate (for reference only)/Weekly Billing Rate				
		Year 1	Year 2	Year 3	Year 4	Year 5
		7/1/2020 – 6/30/2021	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Department Director	Human Resources, Finance, Economic Development, Police, Fire Chief, Development Services, Parks and Rec, City Clerk, IT Director, Non-Stamping Engineer, Assistant City Manager, Community Services, Planning, Library and Zoning Administrator	$120/$4,814	$126/$5,031	$131/$5,257	$137/$5,494	$144/$5,741
Other Professionals	Building Official, Public Information Officer, Procurement Officer, Planner, Risk Manager and Facilities Manager	$110/$4,381	$114/$4,578	$120/$4,784	$125/$4,999	$131/$5,224

2. HIRING CHARGES

Contractor hereby agrees that the City is freely entitled, without payment of any resulting fee to Contractor, to hire, employ, contract for or engage for the performance of services for or for the benefit of the City other than through Contractor ("Direct Hire") any Interim Executive that has been presented or provided by Contractor to provide Services to the City under this Agreement or any Schedule of Engagement, provided such Direct Hire occurs at least one year after the later of the presentment of such Contractor-Sourced Executive to the City or the conclusion of Services provided to the City by such Contractor-Sourced Executive through Contractor.

If at any time within one year after the later of the presentment of a given Contractor-Sourced Executive to the City or the conclusion of Services provided by such Contractor-Sourced Executive through Contractor, City Direct Hires such Contractor-Sourced Executive, on each such occasion the City hereby agrees to pay Contractor a Hiring Charge equal to 20.8% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Contractor-Sourced Executive for such employment or engagement, payable to Contractor upon the commencement of such Contractor-

Sourced Executive's work for the City.

3. RETAINER FEES

The Contractor will initiate a search for a given new interim Services request upon receipt from the City of a signed "Retainer Letter." The parties intend that each such search will meet the following requirements, unless otherwise agreed in writing:

- Up to three confidential interim resumes provided for City consideration, no later than 15 business days from the date both parties have signed the retainer letter;
- Access to 200+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and
- Handling of all call-ins and external referrals of potential interims (which eliminates the City's staff time and allows for a coordinated effort, background searches and vets potential candidates) and related contract administration.

The City hereby agrees to pay a "Retainer Fee" of $1,500 (or such other Retainer Fee amount as may be agreed in the relevant Retainer Letter) for each such search, payable on net 45 day payment terms. The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated Services.

EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS

1. INDEMNIFICATION CLAUSE:

Contractor ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

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

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor 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.

3.1. Commercial General Liability

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

3.2 Worker's Compensation and Employers' Liability
Workers' Compensation Statutory
Employers' Liability

Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3.3 Professional Liability (Errors and Omissions Liability)
The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

4. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

4.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

4.2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

5. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **Adriana Phillips Human Resources Department, adriana.phillips@phoenix.gov, 251 W Washington Street, 7th Floor. Phoenix, AZ 85003.**

6. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7. VERIFICATION OF COVERAGE: Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **Adriana Phillips, adriana.phillips@phoenix.gov, Human Resources Department, 251 W Washington Street, 7th Floor. Phoenix, AZ 85003.** The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

8. SUBCONTRACTORS: Contractors' certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

9. APPROVAL: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE

Consultant's Insurance Certificate in the page to follow.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Lacey Agee
Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	**PHONE (A/C, No, Ext):** (714)221-1800 **FAX (A/C, No):** (714)221-4196 **E-MAIL ADDRESS:** lagee@bbsocal.com
INSURED Interim Public Management LLC 16868 N Stoneridge Ct Fountain Hills AZ 85268	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Zurich American Insurance Company — 16535 **INSURER B:** AMCO Insurance Company — 19100A **INSURER C:** Sentinel Insurance Company Ltd — 11000 **INSURER D:** Continental Casualty Company — 20443 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 20/21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PRA931461606	03/12/2020	03/02/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		ACPBAA3066502540	03/02/2020	03/02/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WECPK9715	11/30/2019	11/30/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			596437978	03/02/2020	03/02/2021	Each Claim: $1,000,000 Aggregate: $1,000,000	Deductible: $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Phoenix, Human Resources Department, its agents, representatives, employees, and subconsultants are named as Additional Insured as respects to General Liability and Auto Liability in regards to the operations of the Named Insured per endts CG 2026 (04/13) and AC 7005 (03/16). GL Primary and Non-Contriburory wording applies per endt U-GL-1327-B CW (04/13). GL Waiver of Subrogation wording applies per endt CG 2404 (05/09).

CERTIFICATE HOLDER

City of Phoenix, Human Resources Department Attn: Adriana Phillips
251 W. Washington Street
7th Floor
Phoenix AZ 85003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

This Agreement is in the nature of a personal services agreement and Contractor shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

2. TITLE:

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor specifically and exclusively for the City in the performance of this Agreement are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Contractor hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Contractor.

3. CONTRACT WORKER ACCESS CONTROLS

3.1 Contractor and Subcontractor Workers Background Screening: Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s))" pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

3.2 Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens. But, the current risk level and background screening required for this Agreement is **STANDARD RISK LEVEL**.

3.3 Standard Risk Level: A standard risk background screening will be performed when the Contract Worker's work assignment will:

3.3.1 require a badge or key for access to City facilities; or

3.3.2 allow any access to sensitive, confidential records, personal identifying information or restricted City information; or

3.3.3 allow unescorted access to City facilities during normal and non-business hours.

3.4 Requirements: The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

3.5 Contractor Certification; City Approval of Background Screening:

3.5.1 Unless otherwise provided for in the Scope, Contractor will be responsible for:

3.5.1.1 determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,

3.5.1.2 for reviewing the results of the background check every five years; and,

3.5.1.3 to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

3.5.1.4 Submitting the list of qualified Contract Workers to the contracting department.

3.5.2 For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

3.5.3 By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

3.6 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: As to any contract entered after the Effective Date of this Agreement**,** Contractor will include Contract Worker background screening in all contracts and subcontracts for Services furnished under this Agreement.

3.7 Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this

agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

3.8 Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's record

3.9 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

3.9.1 Contract Worker inappropriately gains access to a City facility(s) without the proper badge or key;

3.9.2 Contract Worker uses a badge or key of another to gain access to a City facility;

3.9.3 Contract Worker commences services under this agreement without the proper badge, key or background screening;

3.9.4 Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

3.9.5 Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.

3.9.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of $1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and

making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

3.10 Employee Identification and Access:

3.10.1 Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

3.10.2 Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

3.10.3 Unless otherwise provided for in the scope of work:

3.10.3.1 Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).

3.10.3.2 Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

3.11 Key Access Procedures: If the Contractor Worker's services require keyed access to enter a City facility (ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

3.12 Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

3.13 Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day

(excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

3.14 Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	$55.00	per badge
Lost/Stolen Badge Fee:	$55.00	per badge
Replacement Key Fee:	$55.00	per key
Replacement Locks:	$55.00	per lock

CITY OF PHOENIX
Human Resources Department

REQUEST FOR QUALIFICATIONS (RFQu)
RFQu HR 20-112

Interim Executives

DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)
June 2, 2020 by 2:00 p.m. Arizona Time
Electronic Submittals Only
Email Procurement Officer for Instructions

CONTACT PERSON
Adriana Phillips, Procurement Officer
City of Phoenix, Human Resources Department
251 W. Washington Street, 7th Floor
Telephone: (602) 534-1676 (7-1-1 Friendly)
adriana.phillips@phoenix.gov
Date posted on website (issue Date): May 15, 2020

SECTION I - INSTRUCTIONS 3

SECTION II – STANDARD TERMS AND CONDITIONS 15

SECTION III – SPECIAL TERMS & CONDITIONS 29

SECTION IV – INSURANCE AND INDEMNIFICATION 35

SECTION V – SCOPE 38

SECTION VI - SUBMITALS 39

SECTION I - INSTRUCTIONS

Please read before continuing to the Offer document. This list may not include every requirement; the purpose is to assist Offerors, but Offerors are expected to read and comply with the entire Solicitation.

OFFEROR'S CHECK LIST

Check off each of the following as the necessary action is completed.

- ☐ All forms have been completed and signed, including Solicitation Disclosure form.
- ☐ All Submittals are included.
- ☐ Reviewed and verified prices offered.
- ☐ Checked price extensions and totals.
- ☐ Included any required descriptive literature.
- ☐ If required, checked and included the amount of the Offer surety.
- ☐ Reviewed the insurance requirements, if any, to assure compliance.
- ☐ Included the specified number of copies of the Offer as indicated in Submittal section.
- ☐ Included signed addenda, if any.
- ☐ Addressed the mailing envelope to the Procurement Officer on the Solicitation front page, at the address listed.
- ☐ The mailing envelope clearly shows your company name and address, the Solicitation number, Solicitation title and the Offer opening date.

Mail the response timely – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.

1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed Offers for **Interim Executives** for a **five-year** period commencing on or about **July 1, 2020**, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, or upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

1.2. This Solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2. CITY'S OFFEROR SELF-REGISTRATION AND NOTIFICATION:

Offeror's must be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any Offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Solicitation Issue Date	May 15, 2020
Written Inquiries Due Date	May 21, 2020 by 2:00 p.m.
Email Procurement Officer indicating intent to submit a Statement of Qualifications	May 28, 2020 by 2:00 p.m.
Offer Due Date	June 2, 2020 at 2:00 p.m.

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

4. PREPARATION OF OFFER:

4.1. All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Solicitation Disclosure form must be included or your Offer may be deemed non-responsive.

4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No Offer will be altered, amended or withdrawn after the specified Offer due date and time. The City is not responsible for Offeror's errors or omissions.

4.3. All time periods stated as a number of days will be calendar days.

4.4. It is the responsibility of all Offerors to examine the entire Solicitation and seek clarification of any requirement that may not be clear and to check all

responses for accuracy before submitting an Offer. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

4.4.2. Study and carefully correlate Offeror's knowledge and observations with the Solicitation and other related data.

4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the Solicitation and other related documents.

4.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this Solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this Solicitation. All materials and documents submitted in response to this Solicitation become the property of the City and will not be returned.

4.4.5. Offerors are reminded that the specifications stated in the Solicitation are the minimum level required and that Offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete Solicitation and addenda from https://solicitations.phoenix.gov/. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this Solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Human Resources Department, 251 W. Washington Street, 7th Floor, Phoenix, AZ. It is the Offeror's responsibility to

check the website throughout the entire Solicitation period up to city council award, read the entire Solicitation, and verify all required information is submitted with its Offer.

6. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions or material requirements of this Solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the Solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer as explained in Inquiries.

7. INQUIRIES:

All questions that arise relating to this Solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council from date of distribution of this Solicitation until after City Council awards the contract. All questions concerning or issues related to this Solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

8. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this Solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal, or the Offer may be considered non-responsive.

9. BUSINESS IN ARIZONA:

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City**.**

10. LICENSES:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

11. CERTIFICATION:

By signature in the Offer section of the Offer and Acceptance page(s), Offeror

certifies:

11.1. The submission of the Offer did not involve collusion or other anti-competitive practices.

11.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.

11.3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

12. SUBMISSION OF OFFER:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late Offers will not be considered. The prevailing clock will be the City Department's clock.

Given the recent events regarding COVID-19 (Coronavirus) and the resulting adjustments being made in businesses and communities around the United States, the City of Phoenix will ONLY accept Offers electronically. No hardcopies will be accepted.

To submit Statement of Qualifications, Offerors must send an email to the Procurement Officer at least two days prior to the Due Date, indicating the Offeror's intent to submit a Statement of Qualifications. The Procurement Officer will send an invitation to the Offeror which will include submittal instructions.

The following information should be noted in the email to the Procurement Officer:

12.1. Offeror's Name

12.2. Offeror's Address (as shown on the Certification Page)

12.3. Solicitation Number

12.4. Solicitation Title

12.5. Offer Opening Date

All Offers must be completed in ink or typewritten.

13. WITHDRAWAL OF OFFER:

At any time prior to the Solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative.

14. OFFER RESULTS:

Offers will be opened on the Offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the Solicitation will

be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary Offer tabulation on the City's website, https://solicitations.phoenix.gov/Awards within five calendar days of the Offer opening. The City will post the information on the preliminary tabulation as it was read during the Offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the Offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. SPECIAL REQUIREMENTS:

In order for a Solicitation response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.

16. QUALIFICATION CRITERIA:

Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes:

16.1. At least five (5) years in business
16.2. At least three (3) years of experience providing these services to government agencies
16.3. At least two (2) years of experience providing these services for an organization with 14,000+ employees

17. CONTENT OF RESPONSE

The Offerors' response will include the following:

Tab 1 Statement of Qualifications, including Company information, History, Experience, and current workload capacity. Include the following:
a. Years in business
b. Years of experience providing these services to government agencies
c. Years of experience providing these services for an organization with 14,000+ employees

Tab 2 Names and Resumes of key personnel who may be assigned to this contract (resumes shall be no more than 2 pages).

Tab 3 Pricing - Preferably per hour fee.

Tab 4 Offeror's service offerings (See also Section V, Scope of Work)

Tab 5 Documentation of Offeror's commitment to Equal Employment Opportunity**.**

Tab 7 List of current business references – Minimum of 3 from organizations similar to the City of Phoenix.
Tab 8 Section VI, Submittals (pages 39-48)
Tab 9 Signed Addenda (s), if any

18. EVALUATION AND SELECTION:

18.1 After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

18.2 Solicitation responses should be concise, well-organized per the requested information, clearly written and limited to no more than 25 pages, double sided, including resumes. The review process places considerable emphasis on the responsiveness of the Solicitation response to the requirements outlined above. Solicitation responses that are not written specifically in response to this request cannot receive serious consideration.

18.3 All Offers will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

18.4 The firms under consideration for this Solicitation, will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

19. AGREEMENT:

19.1. The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this Solicitation.

19.2. The language contained in this Solicitation and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this Solicitation does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

20. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the most responsive,

responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this Solicitation and who have demonstrated the ability to perform in an acceptable manner.

Factors that may be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record, including complaints and investigations; and,
- Offeror history or complaints and termination for convenience or cause, litigation or lawsuits.

Notwithstanding any other provision of this Solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all Offers or portions thereof; or (3) reissue a Solicitation.

A response to a Solicitation is an Offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, which may eliminate a formal signing of a separate contract.

21. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an Offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

22. SOLICITATION TRANSPARENCY POLICY:

22.1. Commencing on the date and time a Solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the Solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the Solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Offers or responses are rejected and the Solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar Solicitation.

22.2. As long as the Solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the Solicitation.

22.3. Offerors may discuss their Offer or the Solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

22.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.

22.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

22.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all Offers or responses are rejected and the Solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar Solicitation. The City interprets the policy as continuing through a cancellation of a Solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the Solicitation.

23. PROTEST PROCESS:

23.1. Offeror may protest the contents of a Solicitation no later than seven days before the Solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the Solicitation. Protests filed regarding the Solicitation may be addressed by an amendment to the Solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the Solicitation, cancel or re-bid.

23.2. Therefore, unless otherwise notified by a formal amendment, the Protester

must adhere to all Solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.

23.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

23.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

23.5. All protests will be in writing, filed with the Procurement Officer identified in the Solicitation and include the following:

23.5.1. Identification of the Solicitation number;
23.5.2. The name, address and telephone number of the protester;
23.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
23.5.4. The form of relief requested; and
23.5.5. The signature of the protester or its authorized representative.

23.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

24. PUBLIC RECORD:

All Offers submitted in response to this Solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by

the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

25. LATE OFFERS:

Late Offers shall be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

26. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a Solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

27. CONTRACT AWARD:

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. Placement on a list is not a guarantee of work.

28. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this Solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

29. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

29.1. Offers will be reviewed for documentation of qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

29.2. Responsiveness: Nonresponsive Offers will not be considered in the

evaluation process. The Solicitation states criteria that determine responsiveness, and the Solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

29.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

29.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, financial ability, and facilities for conducting the work to be performed.

29.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

29.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

SECTION II – STANDARD TERMS AND CONDITIONS

DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet thes mandatory requirements may result in the rejection of Offer as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the Offer without the information.
May:	Indicates something that is not mandatory but permissible.

For purposes of this Solicitation, the following definitions will apply:

“A.R.S.”	Arizona Revised Statute
“Buyer” or “Procurement Officer”	City of Phoenix staff person responsible for the Solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract” or “Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
“Days”	Means calendar days unless otherwise specified.
“Deputy Finance Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"Offer"	Means a response from a supplier, contractor or service provider to a Solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
"Offeror"	Any Vendor, Seller or Supplier submitting a competitive Offer in response to a Solicitation from the City. Same as Bidder or Proposer.
"Solicitation"	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
"Suppliers"	Firms, entities or individuals furnishing goods or services to the City.
"Vendor or Seller"	A seller of goods or services.

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW: This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

2.2.1. Special terms and conditions
2.2.2. Standard terms and conditions
2.2.3. Insurance and Indemnification
2.2.4. Amendments
2.2.5. Statement or scope of work and Fee Schedule
2.2.6. Instructions to Contractors
2.2.7. Other documents referenced or included in the Solicitation

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

2.4. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or

acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Offeror has in place.

3.2. DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this Contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with *35 employees or fewer:* Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a Contractor with *more than 35 employees:* Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3.4.3 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

3.4. LEGAL WORKER REQUIREMENTS: The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1**.**

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the

right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

3.6. COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.7. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will Offer the award to the next-highest scoring Offeror. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

3.8. CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.9. EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4. COSTS AND PAYMENTS:

4.1. GENERAL: Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute

exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.2. **PAYMENT DEDUCTION OFFSET PROVISION**: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR**: The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

4.4. **DISCOUNTS**: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5. **NO ADVANCE PAYMENTS**: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

4.6. **FUND APPROPRIATION CONTINGENCY:** The Offeror recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Offeror and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7. **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

4.8. **F.O.B. POINT**: All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this Solicitation.

5. CONTRACT CHANGES:

5.1. **CONTRACT AMENDMENTS**: Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2. **ASSIGNMENT - DELEGATION**: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

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

6. RISK OF LOSS AND LIABILITY:

6.1. **TITLE AND RISK OF LOSS**: The title and risk of loss of material or service will not pass to the City until the City receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

6.2. **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

6.3. **FORCE MAJEURE**: Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or

negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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

6.4. **LOSS OF MATERIALS**: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.5. **CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

6.6. **DAMAGE TO CITY PROPERTY**: Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

7. CITY'S CONTRACTUAL RIGHTS:

7.1. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

7.2. NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.

7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of the Agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the Agreement as a whole.

7.4. ON TIME DELIVERY: Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

7.5. DEFAULT: In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

7.6. COVENANT AGAINST CONTINGENT FEES: Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

7.7. COST JUSTIFICATION: In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

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

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

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

- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3. CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Offeror that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or Offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at https://www.phoenix.gov/finance/plt or https://www.azdor.gov/Business.aspx. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.

10. TAX INDEMNIFICATION:

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City 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, and require the same of all subcontractors.

11. TAX RESPONSIBILITY QUALIFICATION:

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

SECTION III – SPECIAL TERMS & CONDITIONS

1. **PRICE:** All prices submitted shall be firm and fixed for the initial five (5) year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Finance Director or Department Director.

2. **METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

3. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number.
- Unit price, extended and totaled.
- Quantity ordered, back ordered, and shipped.
- Applicable tax
- Invoice number and date.
- Delivery address.
- Payment terms.
- FOB terms.
- Remit to address

4. **METHOD OF PAYMENT:** Contractor will be paid after services have been rendered.

5. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

6. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

7. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this Agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period,

8. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) place of delivery; (c) time of delivery; and/or (d) quantities. If the 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 will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.

9. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

10. **HOURS OF WORK:** All work under this contract shall be coordinated with the City's project manager. Any changes to the established schedule must have prior written approval by the City's project manager.

11. **POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

12. **PERFORMANCE INTERFERENCE:** Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

Department Contact: Adriana Phillips

Phone: (602) 534-1676

13. **COOPERATIVE AGREEMENT:** In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

    A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this Solicitation.

14. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this Contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

16. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

17. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

18. **DEMONSTRATION:** The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.

19. COMMUNICATION IN ENGLISH: It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

20. CONTRACTOR ASSIGNMENTS: The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

21. TRANSITION OF CONTRACT: Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

22. BACKGROUND SCREENING:

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s))" pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

- **Background Screening Risk Level**: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

- **Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

- **Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this Agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this Agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

- **Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

23. BACKGROUND SCREENING – STANDARD RISK:

The current risk level and background screening required is **STANDARD RISK LEVEL**.

A standard risk background screening will be performed when the Contract Worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

23.1. Requirements: The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

23.2. Contractor Certification; City Approval of Background Screening: Unless otherwise provided for in the Scope, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the Contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

23.3. CONFIDENTIALITY AND DATA SECURITY: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION CLAUSE:

Contractor ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

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

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor 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.

3.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

3.2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3.3. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

4. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies must include, or be endorsed to include, the following provisions:

4.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

4.2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

5. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(Adriana Phillips, adriana.phillips@phoenix.gov).**

6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

   All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

   All certificates required by this Contract must be sent directly to **(Adriana Phillips, adriana.phillips@phoenix.gov)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

9. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SECTION V – SCOPE OF WORK

1. INTRODUCTION

The City of Phoenix is centrally located in Maricopa County near the geographic center of Arizona. It is the capital and the most populous city in Arizona (over 1.6 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most the workforce is represented by five labor unions and two associations.

2. OBJECTIVES

The Contractor will provide various Professional Executive Director Level Consulting Services Contractor(s) for the City of Phoenix on an as needed basis. This generally occurs when an interim executive is needed while a recruitment process occurs to fill the role on an ongoing basis. The Contractor will complete the contracted scope of work under the general direction of the City Manager and/or designated City staff.

3. CONTRACTOR'S MINIMUM QUALIFICATIONS

1. At least five (5) years in business.
2. At least three (3) years of experience providing these services to government agencies.
3. At least two (2) years of experience providing these services for an organization with 14,000+ employees.

4. INFORMATION MEETINGS

Contractor shall meet routinely with the City Manager and/or designated City staff to explain tasks to be performed and provide regular updates. Contractor may be required to communicate or meet with other public officials. The Contractor and City shall work together to establish a regular and routine update strategy to facilitate communication throughout the course of the project.

5. INTERIM EXECUTIVE REQUIREMENTS

Assignments of Interim Executives shall be subject to the City's review and approval. Interim Executives assigned by Contactor to perform the Services required by the Agreement shall have appropriate expertise and experience, and be actively engaged in completion of the tasks assigned by the City Manager.

SECTION VI - SUBMITTALS

1. COPIES:

Please submit one electronic copy of the Submittal Section and all other required documentation.

1.1. **Please submit only the Submittal Section, do not submit a copy of the entire Solicitation document.** This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release Offer(s).

2. OFFER SUBMITTAL FORMAT:

The written Offer should be:

2.1. Typewritten for ease of evaluation;
2.2. Signed by an authorized representative of the Offeror;
2.3. Submitted with contact information for the individual(s) authorized to negotiate with the City;
2.4. Submitted with a table of contents and tabbed per the following major sections:

Tab 1 Statement of Qualifications, including Company information, History, Experience, and current workload capacity. Include the following:

d. Years in business
e. Years of experience providing these services to government agencies
f. Years of experience providing these services for an organization with 14,000+ employees

Tab 2 Names and Resumes of key personnel who may be assigned to this contract (resumes shall be no more than 2 pages).
Tab 3 Pricing - Preferably per hour fee.
Tab 4 Offeror's service offerings (See also Section V, Scope of Work)
Tab 5 Documentation of Offeror's commitment to Equal Employment Opportunity**.**
Tab 7 List of current business references – Minimum of 3 from organizations similar to the City of Phoenix.
Tab 8 Section VI, Submittals (pages 39-48)
Tab 9 Signed Addenda (s), if any

3. COSTS AND PAYMENTS:

3.1 PAYMENT TERMS & OPTIONS: Offerors must choose an option, if a box is not checked, the City will **default to 0% - net 45 days**:

☐ Contractor Offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your Offer**.

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the Offeror accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the Offeror will owe the City all costs. The Offeror may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

4. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

5. REFERENCES:

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for: Interim Executives

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

6. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided Interim Executives listed in this Solicitation for a period of at least five (5) years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service of Interim Executives.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This Contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

_____
Lori Bays, Human Resources Department (Or Designee)

_____ this _____day of _____2020
City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

OFFER

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a Solicitation.

Arizona Sales Tax No. _____
Use Tax No. for Out-of State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)	

Offeror has read, understands, and will fully and faithfully comply with this Solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

_____ _____
Authorized Signature Date

_____ _____
Printed Name and Title (Member, Manager, President)
(LLC, Inc., Sole Proprietor)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company's Fax Number _____
Company's Toll Free # _____
Email Address _____

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix

2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this Contract or indicate N/A.

- ☐ Subcontractors may be retained, but not known as of the time of this submission.
- ☐ List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting Contract. If none, indicate N/A.

7. **Disclosure of Conflict of Interest**:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this Solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the Solicitation, any other part of the procurement, or the contract award."

- ☐ I am not aware of any conflict(s) of interest under City Code Section 43-34.
- ☐ I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the Contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- ☐ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- ☐ I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

☐ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a Solicitation has been posted.

☐ This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification.**

B. Fraud Prevention and Reporting Policy

☐ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted

a zero-tolerance policy regarding fraud.

OATH

I affirm that all statements contained in this Offer, including this form and any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the Contract, particularly as it relates to any changes in ownership, Applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME	TITLE
SIGNATURE	DATE
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

Interim Public Management, LLC

Response to

City of Phoenix, Arizona

Request For Qualifications (RFQu)

Solicitation # RFQu HR 20-112

Interim Executives for the City of Phoenix, Arizona

Offer Opening Date: June 2, 2020

Prepared and Electronically Delivered by:
Tim Pickering, President & CEO

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Telephone: (480) 577-0949
Email: Tim@interimpublicmanagement.com
www.interimpublicmangement.com

Taking the uncertainty out of transition.™

TABLE OF CONTENTS

Tab 1 Statement of Qualifications 1

Tab 2 Key Personnel 6

Tab 3 Pricing 10

Tab 4 Offeror's Service Offerings 11

Tab 5 Documentation of Commitment to Equal Employment Opportunity 13

Tab 6 List of Current Business References 14

Tab 7 Submittals 15

Tab 8 Signed Addenda 22

Tab 1

Statement of Qualifications, including Company information, History, Experience, and current workload capacity. Include the following:

a. Years in business

b. Years of experience providing these services to government agencies

c. Years of experience providing these services for an organization with 10,000+ employees

Company Information, History, Experience, and current workload capacity:
Interim Public Management, LLC (IPM) is pleased to respond to this Request for Qualifications (RFQu). As set forth in Section I-15 Special Requirement, Section I-16 Qualification Criteria, and Section V – Scope of Work of the RFQu, IPM fully understands the products and services requested by the City of Phoenix and we are confident in our ability to fulfill these requirements. IPM's business focuses solely on providing interim department directors, officers, managers, administrators and similar professional executives to cities and counties, primarily in Arizona. We understand the needs of municipalities and the relationships that must be developed with municipal employees, as IPM's owner himself has served three municipalities as City Manager and another as Interim City Manager. IPM prides itself on always being ready for your call, with most calls answered immediately or returned within the hour.

IPM acts with urgency to serve our clients during critical times of leadership transition. IPM Associates bring proven quality and excellence to their interim leadership roles, as is needed during times of change. IPM Associates have years of experience performing the duties of the needed position for other Arizona public entities. With more than 250 Associates to choose from, IPM has the capacity to provide the City with the right resources for interim Executive staffing assignments, ready for deployment when needed.

The Associates on our team are pre-vetted and are exclusively contracted and dedicated to IPM, eliminating conflicts of interest. Every IPM Associate abides by the International City County Management Association's (ICMA) code of ethics, and each IPM Associate signs a confidentiality agreement to assure our clients' sensitive information is protected. IPM has had no litigation in its almost 10-year history, has a perfect safety record, and no master contracts with clients have ever been cancelled for cause.

IPM's process:

We perform a 40-question interview of our clients before almost every engagement to ensure we understand the need and provide the right fit for the position. The next step is signing a retainer letter for $1,500 (credited back to the City if an IPM Associate is brought on), committing IPM resources to a prompt and thorough search for appropriate candidates and guaranteeing a deadline for the client to receive resumes. IPM then provides up to three resumes of qualified Arizona Associates for the City Manager or Department Director to interview, typically in a few days to a week and well within 15 business days. Importantly, IPM Associates are ready to start when the City needs them and can carry out the duties of the position typically for as long as the City needs

them. This is agreed by the candidate before the City ever interviews an IPM Associate, so no time is wasted interviewing an interim that can't or won't fulfill the duties.

Once the appropriate IPM Associate is determined, a short engagement Schedule is written and signed by both parties as an attachment to the master contract. The master agreement is entered into if IPM is fortunate to be selected by the City in the RFQu process and remains in place to support all engagements and Schedules over time.

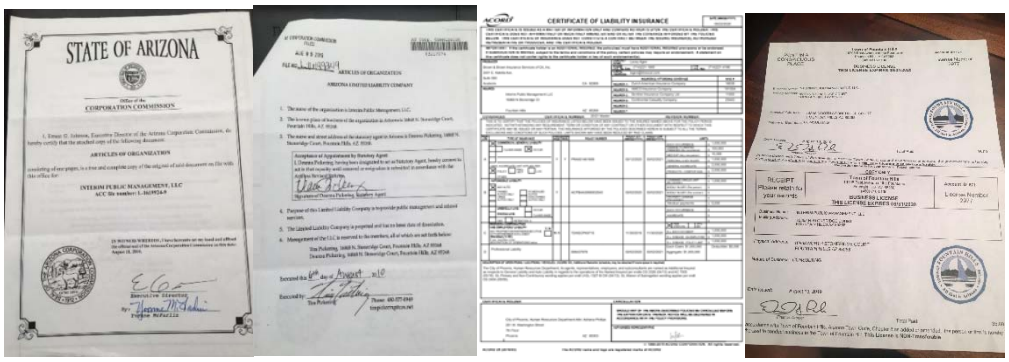
IPM Associates are employees of IPM, not subcontractors, throughout the entire course of the engagement with the City, and IPM is responsible for workers compensation insurance, benefits and all payroll administration to name a few, for its employees. Also, IPM does not provide an experienced Associate to interview, only to let the real work be done by a junior Associate. The City gets the experienced professional they interviewed from the beginning to end of the engagement.

Large, small and medium-sized cities, as well as almost half of Arizona's 15 Counties, have used IPM services throughout the state. The following table conveys the experience and depth of IPM's bench to solve Phoenix's interim needs:

Role	Approx. Number of Exclusive IPM Associates Suitable for Role	Approx. Times IPM Provided Role to a Client Since 2014
City Engineer	9	3
Public Information Officer	9	3
Public Works Director	18	11
Senior Planner	9	8
Human Resource Directors	16	9
Economic Development Directors	7	8
Information Technology Directors	12	7
Parks and Recreation Directors	11	2
Public Safety Director, Police	22	4
Fire Chiefs	9	1
Finance Directors	13	24
City Clerk	9	5
City Managers	21	19
Assistant City Managers	9	4
Procurement Officers	3	3
Building Officials	5	2
Facilities Managers	5	2
Planning & Development Director	12	7
Community Neighborhood Services/Housing Director	5	3
Library Director	7	1
Zoning Administrator	9	2

Associates are added to our team on a regular basis. Our Associates are not available through other staffing companies, as we have exclusivity agreements in place with them; this eliminates the awkward situation of two companies trying to provide the same person. Finally IPM does not contract with Associates that are current municipal employees.

Years in business:
Incorporated in August of 2010 as an Arizona Limited Liability Corporation (LLC), in 2020 IPM is celebrating 10 years of providing interim executive staffing services to Arizona municipalities and counties. Below are IPM's State of Arizona Articles of Organization, Town of Fountain Hills business license and draft Phoenix certificate of insurance. All IPM insurance carriers are duly licensed or authorized to do business in the state of Arizona and have an "A.M. Best" rating of not less than B+ VI.



Years of experience providing these services to government agencies:
IPM has been the leader in providing interim executive-level department directors, officers, administrators, and managers to Arizona's municipalities for nearly 10 years. We have served Arizona municipalities and counties of all sizes, including the City of Phoenix. Over the life of the company, IPM has a perfect safety record, including complaints and investigations; one termination for convenience of an engagement schedule, which was related to the coronavirus and did not terminate the master agreement; no terminations for cause; and no litigation or lawsuits.

In addition to fulfilling staffing needs for cities and towns, IPM's reach extends to counties, regional partnerships and authorities, and special taxing districts such as fire districts. Although we focus on providing services to Arizona municipalities, we have also provided interim services in the states of Colorado, Nevada and Missouri.

The following table reflects interim services provided to key Arizona cities and counties since 2014. IPM has provided well over 100 engagements during this timeframe:

Arizona City or County	Interim Positions Provided
City of Phoenix	Human Resources Director, Human Resources Consultant
City of Buckeye	Economic Development Director, Water Resources Director
City of Casa Grande	Police Director, Community Services Director, Finance Director
City of Chandler	Transportation and Development Director, Development Services Director
Coconino County	County Clerk, Parks and Recreation Manager, Parks and Recreation Director, Engineering Consultant, Audit Consultant, Grants Consultant and Planner
City of Flagstaff	Public Works Director, Prop 414 Administrator, Human Resources Director

Arizona City or County	Interim Positions Provided
City of Glendale	Human Resources Assistant, Public Works Director, Public Information Officer, Planning Director, Parks and Rec Director, Assistant City Manager, Deputy City Manager
Gila County	Human Resources Director, Finance Director
City of Goodyear	Development Services Director, Finance Director, Facilities Manager, Economic Development Director, Communications Manager, CIP Consultant, Senior Planning Manager, IT Director, Economic Development Project Manager
Lake Havasu City	Administrative Services Director, Fire Chief
City of Maricopa	Planner, Assistant Development Director, City Manager, IT Director, Community Services Director, Assistant to the City Manager, Development Services Director, Economic Development Director, and Finance Director
Navajo County	Human Resources Consultant, Planning and Zoning Administrator
Town of Oro Valley	IT Director, Human Resources Director, Finance Director, Human Resources Director
City of Scottsdale	Human Resources Consultant, Library Director
City of Surprise	Procurement Officer, Planning Consultant
City of Tucson	Finance Director
Yuma County	General Services Director

IPM's clients continue to be exceedingly satisfied with our services. Here is a sample of quotes from our clients:

Goodyear, Arizona, 5/9/2020 – Wynette Reed, Dep. City Manager
"Tim and his employees understand the urgency and the need to fill empty positions quickly. I've always been satisfied with the speed of service and how easy they are to work with."

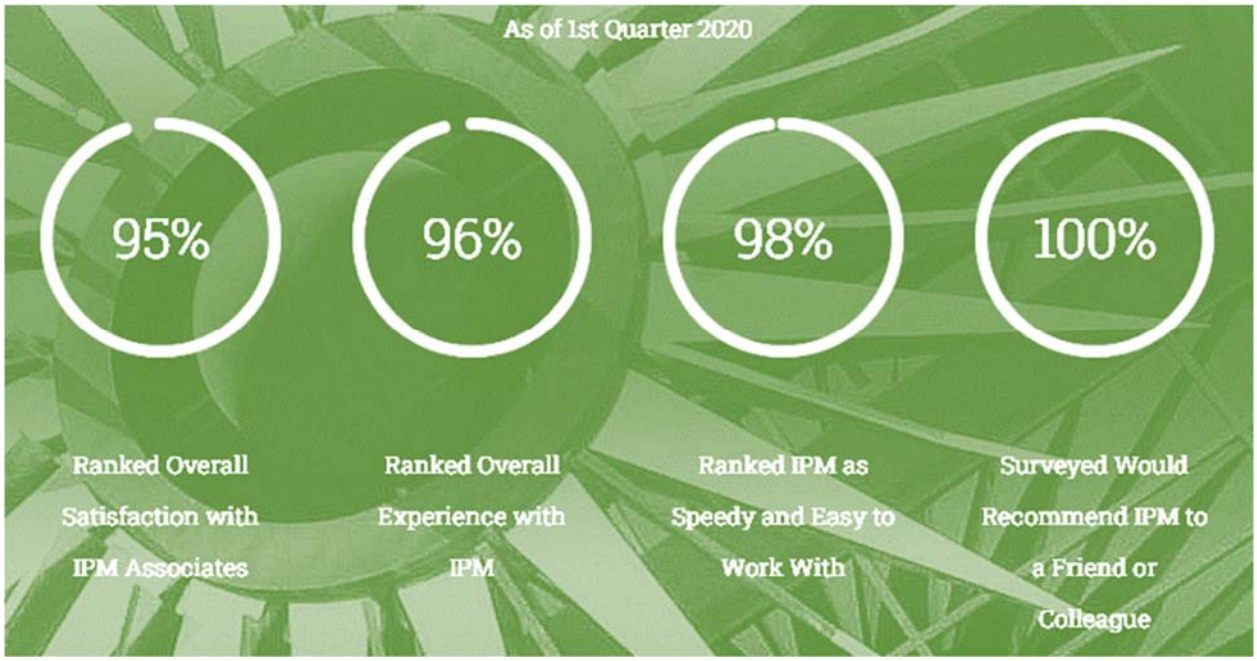
Buckeye, Arizona, 12/9/2019 – James P. Shano, P.E., C.P.M, Assistant City Manager
"[IPM Associate] did an outstanding job for us and we eventually hired her for the permanent position. … It was a pleasure to work with IPM. … Great contract. … Great experience with the process."

Flagstaff, Arizona, 7/1/2012 – Margie Brown, Retired City Clerk
"IPM changed my life from Hell to Heaven with just a phone call."

Chino Valley, Arizona, 2/25/2019 – Cecilia Grittman
"[IPM Associate] did not act like an interim; he dug in and worked as an employee. … Very quick to get us qualified applicants to interview and choose from."

Sierra Vista Arizona, 1/14/2019 – Victoria Yarbrough, Assistant City Manager
"I can't thank you enough for sending us [IPM Associate], and for being so great to work with. … We had an interim ready to work with us so quickly it was before I expected, but exactly when I wanted! … The process was so simple and straightforward, there were absolutely no issues, ever."

IPM takes client feedback seriously: In 2016, we began conducting online surveys with clients for which engagements had just completed. Surveys help IPM assess our performance on a given engagement and assist us in determining if adjustments need to be made in any of our service areas. The results of our surveys from 2016 through 1st Quarter 2020 are as follows:



Years of experience providing these services for an organization with 10,000+ employees:
IPM was a contract partner with the City of Phoenix for over two years from May 10, 2017 through July 1, 2019, to provide executive staffing services to the City (whose employee base exceeds 14,000). In 2017, IPM provided the City of Phoenix with an Interim HR Director and in 2018, the City requested that an IPM Associate serve in the capacity of an HR Consultant to assist with labor negotiations which lasted well into 2019. The City of Phoenix offered the following evaluation of those engagements:

> *"[IPM Associate] was fabulous. He was well respected by his executive peers, and union leaders found him to be very approachable, reliable, and trustworthy. He always took a reasoned approach. … Consummate professional, very easy to work with. Added a lot to our team."*

Such comments are similar to the feedback we receive on an ongoing basis from our clients and illustrates the level of professionalism and expertise offered by our Associates and our company.

Over the last five years, IPM has also provided interim municipal executives to the Cities of Tucson, Scottsdale and Glendale, for example, and three of the more populated counties in Arizona. In addition, IPM recently has been retained by the State of Nevada's Contractors Board to provide an interim Business Analyst. The State of Nevada has 17,733 FTE's.

We pride ourselves in providing the right resource for the situation at hand. IPM has a successful working relationship with the City of Phoenix. It is our belief that upon completion of this RFQu process, you will find we are the best overall source for these services in the State of Arizona and

IPM Associates are experienced in Arizona municipal government operations, which is critical. This point cannot be stressed enough, as time cannot be wasted during interim assignments learning Arizona laws, requirements, regulations, revenues, funding sources and state agencies.

Capacity to Serve:
IPM has the capacity to provide interim department directors and other local government professionals to the City of Phoenix. We have 250 Associates that are available to work and are ready to serve. We can immediately handle most requests for executive interims that the City may have, and we have a strong network (over 3,200 people on our distribution list) within the State to locate new talent needed for new or multiple roles. Because we do not do organizational reports, headhunt, or perform management retreats, we have the capacity, availability and are able to focus on one thing: interims. Finally, because we have contracted with the City of Phoenix before, contract negotiation should be smooth, avoiding delays in filling the interim needs of the City.

Tab 2

Names and Resumes of Key Personnel Who may be Assigned to this Contract
(resumes shall be no more than 2 pages).

Please find below resumes for each of the company principals, all who will be assigned and work on the City of Phoenix contract:

- **Tim Pickering**, Owner, President & CEO – City and organization C-Level management for 20-plus years, Arizona Local Government Executive staffing 10-plus years;
- **Deanna Pickering**, Owner and General Counsel – Business and contracts law for 28 years; and
- **Gene Martel**, Senior Associate – IT Services and Government Manager nearly 40 years

---

TIM PICKERING

Arizona resident for over 18 years, with three decades of C-level management experience working for cities and founding and running local government executive staffing company.

EXPERIENCE

President and CEO, Interim Public Management, LLC, Arizona (August 2010 to Present)

Founder/owner of firm providing interim department directors and city managers to cities and counties and public organizations in Arizona. Developed business from idea stage to being Arizona's largest local government executive staffing service with over 250 Associates.

President and CEO, Salt River Devco, Scottsdale, Arizona (April 2008 to March 2010)

Operated complex commercial development and asset management company owned by a Native American community that involved developing 108 acres under 65-year land leases, building offices and hotels, ensuring positive relations with all tenants, and obtaining project financing.

Town Manager, Fountain Hills, Arizona (September 2002 to November 2007)

Chief administrative officer of the government in Fountain Hills, overseeing. Fountain Hills had a 2007 operating and capital budget of $31M. The position acted as the economic development director, chief financial officer and primary media contact. Served as a Board Member on Greater Phoenix Economic Council (GPEC) and Maricopa Association of Governments (MAG).

City Manager, Olivette, Missouri (January 1997 to May 2002)

Olivette is middle- to upper-class suburb in the St. Louis metropolitan region with a diversified, well-educated population and is home to a 7,500-employee industrial park.

Director of Economic Development, City of Collinsville, Illinois (October 1991 to January 1997)

Village Administrator, Village of Freeburg, Illinois (July 1990 to October l991)

PROFESSIONAL INVOLVEMENT

- International City/County Management Association (ICMA) – member since 1989 and Credentialed Manager since program inception in 2002
- Arizona City Management Association – Board Member, 2004-2007
- Valley Leadership Board of Directors – 2010
- International Economic Development Council – member since 1998, CEcD since 1999

EDUCATION

MASTERS OF PUBLIC ADMINSTRATION
Southern Illinois University, Edwardsville, IL, March 1990
Emphasis: Municipal Administration, Economic Development
Honors: Dr. Leo Cohen Urban Management Award

BACHELOR OF SCIENCE DEGREE
Southern Illinois University, Carbondale, IL, May 1988
Major: Administration of Justice
Emphasis: General Business Administration, Political Science

CONTINUING EDUCATION AND LEADERSHIP PROGRAMS

VALLEY LEADERSHIP CLASS XXVI – September 2004 to June 2005
A yearlong leadership class that develops citizen leaders for the Phoenix region. Monthly classes emphasize a better understanding of the metropolitan area including art, homelessness and correctional programs.

HARVARD UNIVERSITY – July 2004
A month-long program for senior executives in state and local government held in Cambridge, Massachusetts and focusing on negotiations, crisis management and overall management principles.

ECONOMIC DEVELOPMENT INSTITUTE – April 1995, April 1996, April 1997
The University of Oklahoma's week-long immersion over a three-year period to learn all aspects of economic development, including marketing, financing and business attraction; held in Indianapolis and requiring a thesis for graduation. Precursor to becoming a Certified Economic Developer (CEcD).

DEANNA PICKERING

General Counsel with experience in public, private, tech, services, growth and exit settings. Responsive, diligent, and driven by customer success - external and internal. Comfortable working with executive leaders and outside stakeholders, as both a team member and a valuable resource. Pragmatic and practical. Excellent communications, analytical, and organizational skills, and a passion for increasing engagement and improving culture.

PROFESSIONAL EXPERIENCE

Vixxo Corporation — **SVP General Counsel**
Scottsdale, Arizona — **Corporate Secretary**
April 2018 to May 2020

Infusionsoft Software, Inc. (now known as Keap) — **General Counsel**
Chandler, Arizona — **Corporate Secretary**
May 2014 to April 2018

Interim Public Management, LLC — **General Counsel**
Fountain Hills, Arizona
August 2010 to present

Lumension Security, Inc. (now Ivanti) — **Vice President, General Counsel**
Scottsdale, Arizona — **Corporate Secretary**
August 2008 to May 2014

Pickering Law Office, PLLC — **Managing Member**
Fountain Hills, Arizona
August 2007 to August 2008

Direct Alliance Corporation — **Director, Business Development Services**
Tempe, Arizona — **Corporate Counsel**
August 2004 to July 2007

Insight Enterprises, Inc. (Insight) — **Vice President, General Counsel**
Tempe, Arizona — **Corporate Secretary**
May 1994 to August 2004

EDUCATION

UNIVERSITY OF TULSA COLLEGE OF LAW – Tulsa, Oklahoma; Juris Doctor, 1993

OKLAHOMA STATE UNIVERSITY – Stillwater, Oklahoma; Bachelor of Arts with Honors, 1990, Political Science major

GENE F. MARTEL

Over 40 years of Information Technology and management experience in both the private and public sectors.

PROFESSIONAL EXPERIENCE

Interim Public Management, LLC — **Senior Associate**
Fountain Hills, Arizona — **May 2013 to Present**

Serves as IPM's Senior Associate. Involved in the day-to-day business operations of the company by determining strategy and processes, in addition to implementing activities for marketing, Information Technology (IT), administration and finance. Responsible for the recruitment of Associates for the company as well as maintaining relationships with the company's client base. Will also serve local municipalities in the capacity of Interim IT Director, CIO, and IT Consultant.

City of Globe — **IT Consultant**
Globe, Arizona — **April 2018 - April 2019**

Through IPM, served as a consultant to the City's Police Department and City Manager regarding Case Management, Radio Communications, and City-Wide Consolidated IT Services. This required extensive interactions with a multitude of stakeholders from both the private and public sectors and media, in addition to developing budgets, and making presentations to the City Council on matters relating to these initiatives.

City of Page — **Interim IT Director**
Page, Arizona — **April 2018 - April 2019**

Through IPM, served as the City of Page's Interim Information Technology (IT) Director. The purpose of the engagement was to provide interim coverage in the wake of their IT Director's retirement. Managed the day-to-day operations of the department in addition to assisting the City in assessing its IT needs, addressing and resolving pressing IT-related issues, and participating in the recruitment of a permanent Director.

City of Maricopa — **Interim CIO**
Maricopa, Arizona — **Dec. 2013 – Sept. 2014**

Through IPM, served as the City of Maricopa's Interim Chief Information Officer (CIO). The purpose of the engagement was to assist the City in restructuring its Information Technology (IT) department and to participate in the selection of a permanent CIO. Directives were to stabilize the infrastructure, reorganize staff, and begin implementation of recommendations outlined in an IT audit conducted earlier in 2013.

Town of Oro Valley — **Interim Dir. of Tech.**
Oro Valley, Arizona — **May 2013 – Sept. 2013**

Through IPM, served as the Town's Interim Director of Technology. The purpose of the assignment was to assist the Town in the transition of its Information Technology (IT) department. With full authority and accountability, the role assumed all duties and responsibilities of the permanent IT Director – including full participation on the Town's Executive Leadership Team.

State of Arizona – AZ Registrar of Contractors (ROC) — **Assistant Director**
Phoenix, AZ — **June 2006 – Jan. 2012**

Directed approximately 11 in-house staff and provided oversight and direction to several vendors that provided supplemental technology services to the agency. During the period from August 2009 through October of 2010, in addition to the oversight role of the Technology division, provided oversight for the agency's Licensing and Compliance divisions overseeing approximately 80 total staff.

State of Arizona – Govt. Information Tech. Agency **Digital Govt. Svcs. Mgr.**
Phoenix, AZ **Oct. 2000 – June 2006**

Responsible for the implementation of Arizona's first web portal and the many infrastructure services necessary to support Arizona's e-government initiatives, such as the centralized credit card processing system and the Common Licensing System (CLS) for Arizona's regulatory agencies.

State of Washington – Department of Information Services **Various Positions**
Olympia, Washington **Sept. 1987 – Oct. 2000**

Started as a Systems Internalist supporting operating system code for Unisys mainframes. Advanced to the position of Customer Services Manager for Digital Government Strategies – a department which began the transition to providing government services first through remote kiosks and then via the web.

Lafayette General Medical Center **Various Positions**
Lafayette, Louisiana **May 1980 – Sept. 1987**

Served in various roles, starting as a Computer Operator and then as a COBOL Programmer Analyst creating various health care database applications to support the Medical Center.

EDUCATION

- Pursued studies in Engineering and later, Computer Science at the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana)
- State of Arizona: Various management and career development training
- State of Washington: Various management and career development training
- Advance Research Corporation: Technical training in network fundamentals
- IBM Corporation: Technical training in support of IBM kiosk systems
- Unisys Corporation: Technical training in support of Unisys mainframe operating systems

---

Tab 3

Pricing

IPM's Pricing Schedule for this RFQu, set forth below, has been determined taking into account engagements over our 10 years of experience providing interim executive staffing to Arizona cities and counties. Factors we typically consider in quoting rates include, but are not limited to, the duration of the engagement, work schedule, IPM Associate experience, effects of regulations such as Prop. 206, location of the engagement, urgency of placement, state of department, expected duration of engagement and willingness (or not) of the City to commit to a minimum engagement duration, number of FTE's reporting to position, size of department and organization, and level of skill required for and complexity of the engagement.

IPM Associates work in executive or administrative professional-level positions, and thus are exempt employees and typically not paid hourly. For purposes of this RFQu, IPM has provided hourly rates for ease of comparison; however, IPM provides its services on a weekly, not hourly, basis. Pricing for each engagement will be documented in the Engagement Schedule to be agreed to between IPM and the City with regard to each engagement.

Pursuant to the instructions in the RFQu regarding submission of the Fee Schedule and subject to the above caveats, IPM submits the following Pricing Schedule. Full-time labor rates for various interim roles, not including travel expenses, are as follows:

Level	**Description of Position/Area of Expertise**	**Hourly Rate** (for reference only)/**Weekly Billing Rate**				
		Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
		7/1/2020 – 6/30/2021	**7/1/2021 – 6/30/2022**	**7/1/2022 – 6/30/2023**	**7/1/2023 – 6/30/2024**	**7/1/2024 – 6/30/2025**
Department Director	Human Resources, Finance, Economic Development, Police, Fire Chief, Development Services, Parks and Rec, City Clerk, IT Director, Non-Stamping Engineer, Assistant City Manager, Community Services, Planning, Library and Zoning Administrator	$120/$4,814	$126/$5,031	$131/$5,257	$137/$5,494	$144/$5,741
Other Professionals	Building Official, Public Information Officer, Procurement Officer, Planner, Risk Manager and Facilities Manager	$110/$4,381	$114/$4,578	$120/$4,784	$125/$4,999	$131/$5,224

Tab 4

Offeror's Service Offerings (see also Section 5, Scope of Work)

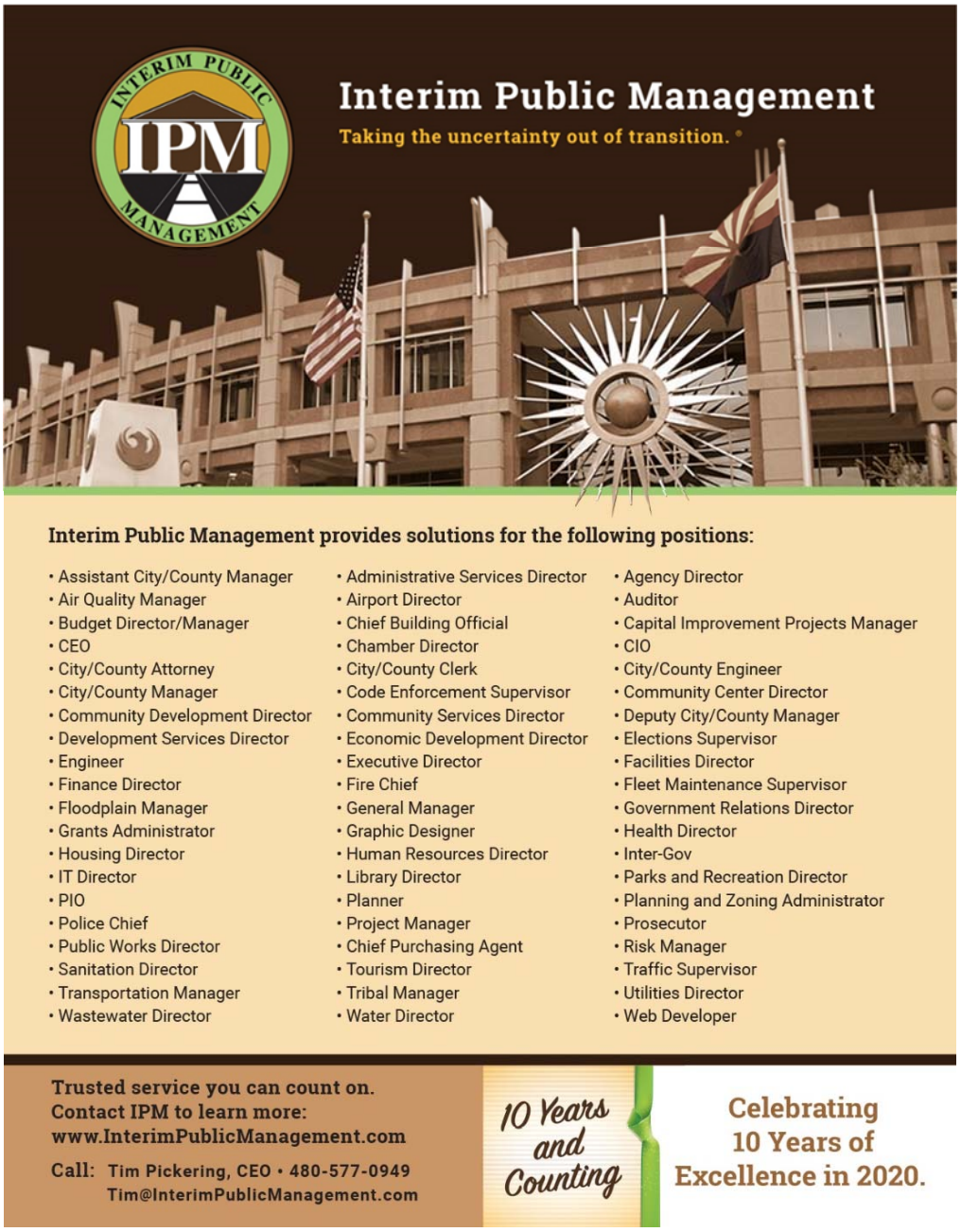
Interim Public Management (IPM) stands ready and able to satisfy the objectives and requirements as set forth in the Solicitation's Section V, Scope of Work. For the last 10 years IPM has been a premier Executive-level staffing service within the State of Arizona. IPM has served more than 70% of the top one-third most populated Arizona municipalities (22 cities out of largest populated 31 cities in the state), most notably including the city of Phoenix. IPM is located in Fountain Hills, Arizona, with all management staff residing here in the Phoenix area. The fact that IPM is a local business is advantageous to the City of Phoenix, as it assures immediate access to our team.

Objectives:
IPM's business model aligns perfectly with the City's stated objectives; we have been very effective in fulfilling the immediate executive staffing needs of municipalities. Our motto, ***"taking the uncertainty out of transition,"*** describes the results we seek to achieve for clients.

Since 2010, Interim Public Management, LLC (IPM) has provided executive-level interims to cities and counties here in Arizona and has become the largest provider of local government interim executive-level staffing in the state. Almost all of IPM's Associates have 25-plus years

of experience performing their particular role in Arizona local governments. Most IPM Associates have impeccable reputations in our State, and all are vetted ahead of time. Because our Interim Department Directors have vast Arizona experience, they are intimately familiar with state services, laws, regulations, and agencies such as DPS, Arizona Department of Revenue and ADOT, and they bring to bear long-term relationships for the betterment of the City of Phoenix.

The following is a list of the 60 positions currently offered to city and county governments in Arizona by IPM:



Contractor's Minimum Qualifications:
During our 10 years in business in Arizona, IPM has exclusively provided interim executive-level staffing to 22 out of the 31 highest populated cities in the state, almost half (42 out of 91) of all municipalities across the state of Arizona, and almost half (7 out of 15) of Arizona Counties. We are not headhunters, facilitators or consultants; we only provide interim department directors, executives and professionals to cities and counties. IPM served the City of Phoenix for over two years from May 10, 2017 through July 1, 2019 with a contract in place to provide executive staffing services to the City (whose employee base exceeds 14,000).

Informational Meetings:
Given that we are an Arizona company, we can meet in person with the City's staff or public officials when desired. Moreover, Associates will perform engagements onsite at the City's facilities, unless other arrangements are made by the City and IPM.

Interim Executive Requirements:
IPM uses an extensive vetting process to provide the City of Phoenix with quality candidates who can perform the duties expected by the city. Our vetting includes a criminal history background check compliant with the solicitation's terms and conditions.

Our candidate selection process begins with a discussion of the requirements that the City of Phoenix will have for that particular engagement. We search our database and review resumes to determine which Associates will best fit the City's need. Once we have identified up to three candidates, we will provide the City with resumes for each. The City will have the opportunity to interview the Associates to determine which of those candidates might be best to fill the need.

Once a selection is made and all contractual components have been completed, the Associate begins the engagement. Our Associates perform all tasks as required by the City position and keep the City apprised of the status of the engagement. This is typically done through regularly scheduled meetings between the IPM Associate and the City Manager (or designee).

Tab 5

Documentation of Offeror's commitment to Equal Employment Opportunity

Contractor agrees to comply with the following requirements for Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
Contractor has had no claims, cases or judgements for unfair employment practices over the life of the business.

Tab 6

List of Current Business References – Minimum of 3 from organizations similar to the City of Phoenix.

Company Name:	**City of Glendale, Arizona***
Address	5850 W Glendale Ave., Glendale, AZ 85301
Reference	Kevin Phelps, City Manager
Telephone Number	(623) 930-2870
Email address	kphelps@glendaleaz.com

Company Name:	**City of Scottsdale, Arizona**
Address	3939 N Drinkwater Blvd., Scottsdale, AZ 85251
Reference	Brent Stockwell, Assistant City Manager
Telephone Number	(480) 312-7288
Email address	bstockwell@scottsdaleaz.gov

Company Name:	**City of Tucson, Arizona**
Address	PO Box 27210, Tucson, AZ 85726
Reference	Joyce Garland, Interim Business Services Director
Telephone Number	(520) 791-4204
Email address	joyce.garland@tucsonaz.gov

Company Name:	**City of Goodyear, Arizona***
Address	190 N. Litchfield Road, Goodyear AZ 85338
Reference	Julie Arendall, City Manager
Telephone Number	(623) 882-7051
Email address	julie.arendall@goodyearaz.gov

Company Name:	**Yavapai County, Arizona***
Address	1015 Fair Street, Prescott, AZ 86305
Reference	Phil Bourdon, County Administrator
Telephone Number	(928) 771-3200
Email address	phil.bourdon@yavapai.us

*Current client

Tab 7

Submittals

SECTION VI - SUBMITTALS

1. **COPIES:**
   One electronic copy of the Submittal Section and all other required documentation is submitted.

2. **OFFER SUBMITTAL FORMAT:**
   The Offer is type written and signed and a table of contents is included.

3. **COSTS AND PAYMENTS:**
   3.1 PAYMENT TERMS & OPTIONS: Offerors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

   ✓ Contractor Offers a prompt payment discount of either **__0__% – 30 days** or 0% – 45 days, to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your Offer.

   ☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the Offeror accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the Offeror will owe the City all costs. The Offeror may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

4. **EMERGENCY 24-HOUR SERVICE CONTACT:**

Name	Tim Pickering
Telephone Number	(480) 577-0949
Alternate Contact	Gene Martel
Telephone Number	(623) 986-6148

5. **REFERENCES:**
   Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for: Interim Executives

Company Name: **City of Casa Grande, Arizona**

Address	510 E Florence Blvd, Casa Grande AZ 85122
Reference	Larry Rains, City Manager
Telephone Number	(520) 421-8600
Email address	larryr@casagrandeaz.gov

Company Name:	**City of Apache Junction, Arizona**
Address	300 W. Superstition Blvd
Reference	Bryant Powell, City Manager
Telephone Number	(480) 474-5066
Email address	bpowell@ajcity.net

Company Name:	**Town of Oro Valley, Arizona**
Address	11000 N La Canada Dr, Oro Valley, AZ 85737
Reference	Mary Jacobs, Town Manager
Telephone Number	(520) 229-4714
Email address	mjacobs@orovalleyaz.gov

6. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided Interim Executives listed in this Solicitation for a period of at least five (5) years.

Below is a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service of Interim Executives.

Company Name:	**City of Buckeye, Arizona**
Address	530 E Monroe Ave
Reference	Jim Shano, Assistant City Manager
Telephone Number	(623) 349-6910
Email address	jshano@buckeyeaz.gov

Company Name:	**City of Flagstaff, Arizona**
Address	211 W Aspen Ave Flagstaff AZ 86001
Reference	Shane Dille, Deputy City Manager
Telephone Number	(928) 213-2073
Email address	sdille@flagstaffaz.gov

Company Name:	**Lake Havasu City, Arizona**
Address	2330 McCulloch Blvd N
Reference	Jess Knudson, City Manager
Telephone Number	(928) 453-4141
Email address	knudsonj@lhcaz.gov

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This Contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

_____
Lori Bays, Human Resources Department (Or Designee)

_____ this _____day of _____2020
City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

OFFER

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a Solicitation.

Arizona Sales Tax No.	NA
Use Tax No. for Out-of State Suppliers	NA
City of Phoenix Sales Tax No.	NA
Arizona Corporation Commission File No.	L16199249

Taxpayer's Federal Identification No.: Bidder will provide its federal taxpayer identification number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)	V3078033

Offeror has read, understands, and will fully and faithfully comply with this Solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Tim Pickering — 6.1.20

Authorized Signature — Date

Tim Pickering, President & CEO — President

Printed Name and Title — (Member, Manager, President)

(LLC, Inc., Sole Proprietor)

Address	16868 N. Stoneridge Court
City, State and Zip Code	Fountain Hills, AZ 85268
Telephone Number	(480) 577-0949
Company's Fax Number	N/A
Company's Toll Free #	N/A
Email Address	Tim@InterimPublicManagement.com

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.			
Tim	G.	Pickering	
First	MI	Last	Suffix

2. Contract Information
Solicitation # or Name: RFQu HR 20-112
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)
Interim Public Management, LLC
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.
Tim Pickering, Managing Member; Deanna Pickering, Member
5. List any individuals or entities that will be subcontractors on this Contract or indicate N/A.
✓ Subcontractors may be retained, but not known as of the time of this submission. ☐ List of subcontracts, including the name of the owner(s) and business name: N/A
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting Contract. If none, indicate N/A.
N/A
7. Disclosure of Conflict of Interest:
A. City Code Section 43-34
Are you aware of any fact(s) with regard to this Solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34? "An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the Solicitation, any other part of the procurement, or the contract award." ✓ I am not aware of any conflict(s) of interest under City Code Section 43-34. ☐ I am aware of the following potential or actual conflict(s) of interest: N/A

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the Contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- ✓ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- ☐ I am aware of the following conflict(s) of interest: N/A

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- ✓ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a Solicitation has been posted.
- ✓ This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to disqualification.

B. Fraud Prevention and Reporting Policy

✓ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that all statements contained in this Offer, including this form and any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the Contract, particularly as it relates to any changes in ownership, Applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Tim Pickering	President & CEO
PRINT NAME	TITLE
Tim Pickering	6.1.20
SIGNATURE	DATE
Interim Public Management, LLC	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

Tab 8

Signed Addenda (s), if any

SOLICITATION ADDENDUM	CITY OF PHOENIX Human Resources Dept. 251 W. Washington Street 7th Floor Phoenix, AZ 85003 Phone: (602) 534-1676
Solicitation Number: RFQu HR 20-112 (AP) Addendum #1 Page 2 of 2 Solicitation Due Date: June 2, 2020, 2:00 p.m. Local AZ Time	

Item No.	Question	Answer
1	Our firm was chosen for inclusion in the Qualified Vendors List pursuant to City of Phoenix RFQu 20031, may that serve as my response to, and qualifications for, the RFQu HR 20-112 announcement?	This is a separate procurement process for Interim Executives and in order to be considered, firms must respond to this solicitation.
2	We have experience placing executives in the private sector for companies with less than 14,000 employees, will that automatically disqualify us as a potential provider? We do, however, have extensive experience working with the City of Phoenix and have provided staff in diverse industries.	Please see change above. The City will accept: "At least two (2) years of experience providing these services for an organization with 10,000+ employees."
3	Could you give us examples of the types of positions that this contract covers so we can provide resumes in line with the staffing need?	This solicitation covers any interim executive level position needed while a recruitment process occurs to fill the role on an ongoing basis. The need may be in any of the City Departments. For a list of City Departments and their information, please visit https://www.phoenix.gov/departments
4	Typically, how long are the contractors' assignments? This information helps determine how we cover our recruiting cost.	This may vary depending on the need and the timeframe needed for a recruitment process to fill the executive role.
5	What are the criteria that the responses will be evaluated and scored?	Please refer to the solicitation, Section I – Instructions, paragraphs 16, 17 and 18.
6	How many providers will be awarded this contract?	All Offerors who meet the qualification criteria and requirements of the solicitation will be placed in the Qualified Vendors List.
7	Can you provide instructions for uploading the PDF response?	Please refer to Section I – Instructions, paragraph 12. To submit Statement of Qualifications, Offerors must send an email to the Procurement Officer at least two days prior to the Due Date, indicating the Offeror's intent to submit a Statement of Qualifications. The Procurement Officer will send an invitation to the Offeror which will include submittal instructions.
8	Would it be possible for you to email me a MSWord version of the RFQu so that we can incorporate the actual form pages into our response?	The City can only provide the document in PDF format for security reasons. The responses can be provided in a separate

Item No.	Question	Answer
		Word document, and copying and pasting from PDF to Word is also possible.
9	Pages 8 and 39: TAB 6 is not mentioned. Was this simply a type-o?	Tab 6 was unintentionally omitted. Please see change above.
10	Page 39: Resumes shall be no more than 2 pages. Just to clarify, is that 2 pages per individual or must we reflect IPM key personnel in a total of 2 pages? I assume it's a limit of 2 page resumes per each key personnel, but I just wanted to check.	Two pages per individual.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Interim Public Management, LLC

Address: 16868 N Stoneridge Ct, Fountain Hills, AZ 85268

Authorized Signature:

Print Name and Title: Tim Pickering, President & CEO

10. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jared Tolman, Library Director
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Grant Agreement: FY 2022 State Grant-In-Aid Construction Agreement between the City of Flagstaff and the Arizona State Library, Archives and Public Records for the Grand Canyon Library Renovation

STAFF RECOMMENDED ACTION:

Approve the State Grant-In-Aid (SGIA) Construction Grant Agreement for FY 2022 for grant funds in the amount of $50,000 with a City match of $50,000.

Executive Summary:

Introduction

The City operates the Grand Canyon Community Library pursuant to a 2018 Intergovernmental Agreement with the Coconino County Free Library District and other municipalities.

There has been a public library at the Grand Canyon since 1932. Historic building number 208, which currently houses the community library, was originally a schoolhouse for the area starting in the late 1920s. The goal of the Grand Canyon Community Library (GCCL) is to serve the public within the Grand Canyon area. The library accomplishes this by providing many resources and services to its visitors. On average, the GCCL services around 40,000 community members and visitors to the park each year. Patrons check out approximately 24,000 items each year, and over 4,000 people a year come to use the library's internet services. As a Library District, we are always looking for ways to improve our services to the community.

Libraries build strong communities. As Andrew Carnegie once said: "A library outranks any other one thing a community can do to benefit its people. It is a never-failing spring in the desert." In laying out the elements of the library's scope of work, we hope that you will see how these changes will benefit all who visit and live in the Grand Canyon National Park.

Current Configuration

Currently, the library occupies the north section of historic building number 208. The building has three separate areas: north, middle, and south sections. The library currently occupies the north end, and the remainder of the building is vacant. In November of 2019, the Grand Canyon National Park Services Department met with library personnel and discussed the possibility of extending library services into the middle and section of the building. Things were delayed due to the outbreak of COVID-19. However, at the beginning of October 2020, it was proposed by the park service to potentially give the entire building to the library. **Scope of Work: Demo**

The library would like to remove the south side wall constructed to keep the building's historical dividers

closed. The library would also like to relocate the power outlet placed within this wall to another suitable location, in an already existing wall. Removing this wall will allow the library to open the historic divider doors to use both the building's north and middle and back sections. The library would also like to fill in and drywall the non-historical doorway located in the west side of the divider wall. Lastly, the library would like to remove the vestibule that is in the middle section of the library. Removing the vestibule would allow patrons to walk directly into the library's new additional space. There is no historical or load-bearing element to the vestibule. **Carpeting**
The carpet in the library is old and worn. It has begun to buckle in some places and become a tripping hazard. The library would like to remove the carpeting and replace the carpet with carpeting squares throughout the building's north, middle, and back sections. In other words, carpet the whole building. Using carpeting squares would allow the library to pull up any stained or damaged pieces of carpet without having to replace the whole carpet. The library would also place a similar laminate tile at all library entrances to help extend the life span of the new carpet. **Power, Data, and WIFI**
Currently, the library has data coming into building 208. The library would like to enlarge the hole where data is entering the building so that the library can add a few more data lines to better meet the needs of patrons who use our internet services. Maximum half inch hole or conduit. The library would also like to place 15 floor boxes, providing power and data outlets into the floor. These 15 new floor outlets would give data and power to a catalog computer, new staff desk area, access to the public computers, one for a new self-checkout location, and provide poor charging for patrons throughout the building. The library would also like to install two WIFI access points in the attic space to provide full coverage of WIFI outside the building. The library will need to run conduit (half inch) inside an existing wall for data cables to reach the attic space above (at the historical divider wall). **New Book Drop**
The library would also like to add a book-drop to the parking area next to building 208. The library is willing to meet the Park requirements to have this library book-drop added to the parking area. **New Library Signage**
The library would also like to put up some signage indicating the building is a library. The library is willing to meet park services requirements regarding how the sign needs to look to have a sign put up.

Financial Impact:

The City of Flagstaff receives $100,000 per year from the Coconino County Fee Library District, a political subdivision and special taxing district ("the District") to provide for over site of Branch, Affiliate and Other Libraries in Coconino County, adjusted annually to reflect Flagstaff personnel pay increases at the City's discretion. The City also receives $94,464 per year from the District for the Grand Canyon Community Library.

Over the last few years the library has been saving to do this renovation at the Grand Canyon Community Library. The library has set aside $250,000 for this project in account 030-07-037-6003-5-4273. With the help of the SGIA Construction Agreement for FY 2022 this will reduce what the library has to spend to only $200,000.

Policy Impact:

Remodeling the Grand Canyon Community Library will help the library accomplish its mission and vision in providing space and resources to help support the needs of the library community and all those who enter its doors.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
Inclusive & Engaged Community
- Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust
- Ensure city facilities, services, & programs are accessible for all residents & representative of

Flagstaff’s diverse community

Has There Been Previous Council Decision on This:
No

Attachments:
Award Notification - Flagstaff SGIA-C 22
Flagstaff - Coconino SGIAC 2022 Construction
Application Form
Special Use Permit
Letter of Authorization

ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF STATE

Arizona State Library, Archives and Public Records

Award Notification for State Grants-in-Aid

Library Name & Address: Flagstaff City – Coconino County Public Library 300 W Aspen Ave Flagstaff, AZ 86001		**State Project Number:** SGIAC-2022-2
Project Name: SGIAC 2022		**Project Manager:** William Ascarza
Program Information: http://www.azlibrary.gov/libdev/funding/sgia		**Amount Awarded:** $50,000
Period of Performance: January 1, 2022 to June 30, 2023		**Final Report Due:** July 31, 2023
Contact for LSTA grant questions: Janet "Jaime" Ball, Grants Consultant	**Phone:** 602-542-6266	**Email:** jball@azlibrary.gov

When possible, please acknowledge SGIA as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.

Holly Henley

Holly Henley, State Librarian & Director of Library Services

12/15/2021

Date

ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
A Division of the Secretary of State

SGIA CONSTRUCTION AGREEMENT for FY 2022

This Agreement is made between the Arizona State Library, Archives and Public Records, a Division of the Secretary of State, and Flagstaff City – Coconino County Public Library

Flagstaff City – Coconino County Public Library will:

Spend the monies allocated under this Agreement only for the purpose outlined in the submitted grant application.

Expend local matching funds of at least 50% of the total project costs by June 30, 2023.

Include the following acknowledgement on signage and in all promotional press releases, reports, and other such publications resulting from the SGIA grant project:

"This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature."

Provide project final narrative report, fiscal report and photographs by July 31, 2023.

The Arizona State Library will:

Provide Flagstaff City – Coconino County Public Library an amount of $50,000 (total amount not to exceed 50% of the total project costs) for the described project at the completion of the project.

Monitor project progress and receive project final narrative report, fiscal report and photographs.

LOCAL FISCAL AUTHORITY:	LIBRARY DIRECTOR
_____	_____
Printed Name	Printed Name
_____	_____
Signature Date	Signature Date
_____	_____
(Title)	(Title)

ARIZONA STATE LIBRARY, ARCHIVES
AND PUBLIC RECORDS
A Division of the Secretary of State

Holly Henley, State Librarian & Director of Library Services,
Archives & Public Records

_____
Signature Date

Arizona State of Library, Archives and Public Records
State Grants-in-Aid
Construction Application

Complete this form and upload it to your online SGIA Construction Application. If you have any questions about the application, email Jaime Ball at jball@azlibrary.gov.

Application Questions

1. Library Name: Grand Canyon Community Library

2. Project Name: Grand Canyon Community Library Renovation

3. Funding Proposal

Brief description of overall project:

The library would like to remove the interior (non-historic) wall so they can access and use the middle section of the building that they were granted use

Local -- must be at least 50% of total project budget

Appropriated by local government/tribe:	$150,000.00
Gifts:	$0.00
Other:	$0.00
Local Subtotal	$150,000.00
State Grants in Aid	$50,000.00
PROPOSED PROJECT FUNDING	$200,000.00

4. Estimated Costs of Project

General Conditions (Staffing)	$37,000.00
Materials (Woods, Plastics, Composites)	$95,000.00
Specialites (Plumbing/Electrical)	$37,000.00
Other (Contingencies/Insurance/Fees)	$31,000.00
TOTAL PROJECT COSTS	$200,000.00

5. Construction Site

A. Does library/local government presently hold legal title to project construction site?

YES ☑ NO ☐

B. If legal title is **not** held, does library/local government hold unconditional (lease, etc.) possession of project construction site? (Minimum 20 year lease)

YES ☐ NO ☐

If yes, state terms of possession:

C. If answers to A & B above are both NO, please describe the current status of project construction site acquisition:

6. Type of Facility -- Check One

- ☐ County Library
- ☐ Local municipal library
- ☑ Branch library that is a member of a larger unit
- ☐ Library in multipurpose building not devoted exclusively to public library service
- ☐ Unincorporated
- ☐ Tribal library

7. Library Building Information. If doesn't apply, enter N/A

	Existing	Upon Completion
Floor area in square feet	755	1,100
Volume capacity		
Seating capacity		
Library study area		
Meeting room		
Population to be served	40,000	40,000

8. Structural Planning

A. Is this construction for:

- ☐ New Building
- ☐ Addition
- ☑ Existing Building Improvement

B. Is an architect currently retained for this project?

YES ☑ NO ☐

If yes, give name and address

Loven Contracting Inc.
1100 S Pinnacle St, Flagstaff, AZ 86001

C. Are plans for this project currently avaialble?

YES ☑ NO ☐

If YES, which plans are completed?

Blueprints have been rendered and are in the final approval process

D. Have any contracts for this project been let to date?

YES ☐ NO ☑

If YES, please describe.

E. Have any bids been sought or accepted for planning or construction on this project?

YES ☐ NO ☑

If YES, please describe.

F. Has your project been approved for construction by local government? (codes, zoning, etc.)

YES ☑ NO ☐

If NO, please explain:

The project has been approved informally by NPS and we are awaiting a formal

G. Identify local political subdivision that issues building permits and supervises inspection:

Name of Building Engineer/Inspector: Doug Lentz

Address: Grand Canyon National Park

H. Please indicate starting and completion dates for proposed construction. The project must be completed before June 30, 2023.

Start: 1/2/2022
End: 4/1/2022

9. Attachments to be Uploaded Online

A. Needs assessment, which may be part of the Library's long-range plan. Describe how the proposed project supports the local library's long-range plan. Tell what the project will do for the development of library service for the library's patrons. Give examples of new services and/or existing services to be improved and other information that would help indicate the need for the project. Include information regarding size, materials, architecture, function, technology accommodations, walkways, etc. Show how the building's flexibility will be able to adapt to changing service needs.

B. Detailed project timetable.

C. Brief sketch/drawing of proposed construction project indicating dimensions and major features.

D. Brief map/sketch of location of construction site indicating size, shape and immediate surrounding buildings/lots. Also indicate site access routes (driveways, streets, alleys, etc). Required for new construction/additions only.

Form 10-114
Rev. DEC. 99

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Special Use Permit

Name of Use: Operation of a Public Library

Date Permit Reviewed: 12/11/2013
Expires: 12/11/2018

Long Term X

Permit # IMR – GRCA – 6000--3379
Region Park Type No. #

Short Term

Grand Canyon National Park
Name of Area

Coconino County **219 East Cherry Street, Flagstaff, Arizona 86001**
Name of Permittee Address

Phone **928-779-7859**

is hereby authorized during the period from **(Time 12:01 a.m.,** 12/12/2013) through **(Time 11:59 p.m., 12/12/2018)**, to use the following described land or facilities in the above named area:

The North side of the Old Grand Canyon School House, Building 208.

For the purpose(s) of: Providing library services within Grand Canyon National Park.

This permit shall be in effect for one five (5) year term and will be automatically renewed for one additional five (5) year term unless one party provides to the other party written notice of its intention to not renew this permit at least sixty (60) days prior to the date of expiration of this permit. In the event that one party provides such written notice of its intention to not renew, the parties agree that they shall meet within ten (10) business days of the date of the notice to determine whether renewal can be negotiated upon terms satisfactory to each party. This permit may be extended by additional successive five (5) year terms upon the written agreement of the parties.

Authorizing legislation or other authority (RE-DO-03): NPS Management Policies 2006, § 9.4.3.2;

NEPA Compliance: CATEGORICALLY EXCLUDED XX EA/FONSI __ EIS __ OTHER APPROVED PLANS

PERFORMANCE BOND: Required _____ Not Required XX Amount $

LIABILITY INSURANCE OR SELF-INSURANCE PROVIDED THROUGH THE ARIZONA SCHOOL RISK RETENTION TRUST OR ANY SUCCESSOR PROGRAM DEEMED TO BE ADEQUATE BY THE PERMITTEE: Required XX Not Required _____ Amount $1,000,000 per occurrence; $3,000,000 aggregate

NATIONAL PARK SERVICE
Department of the Interior

ISSUANCE of this permit is subject to the conditions attached hereto and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of $ -0-

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE Cynthia Seelhammer, ICMA-CM, Coconino, County Manager, 1-10-14
Signature, Title, Date

Authorizing Official Diane M. Whalen, Superintendent, for, 1-14-14
Signature, Title, Date

Additional Authorizing Official (if Required) _____, _____, _____
Signature, Title, Date

NATIONAL PARK SERVICE
Department of the Interior

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the superintendent and shall comply with all applicable laws and regulations of the area.

2. Damages - The permittee shall pay the United States for any damage to property of the United States resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

3. Benefit - Neither members of, nor delegates to Congress, or resident commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

4. Assignment - This permit may not be transferred or assigned without the consent of the superintendent, in writing.

5. Revocation/Termination - This permit may be terminated by either party upon breach of any of the conditions herein or if either party finds the permit to be either: (1) without legal authorization; or (2) no longer compatible with the policy of the Grand Canyon National Park and where additional stipulations would not mitigate enough to make it compatible. The party proposing to terminate this permit shall give the other party at least thirty (30) days written notice of the alleged breach, and the party alleged to be in breach shall be entitled to cure the alleged breach, in which case this permit shall not be terminated.

   Upon termination of this Agreement, the Library and all of the contents will be held by the Library, subject only to the control of the Coconino County Library District. The ownership and use of the building will remain with the NPS.

6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].

7. Permittee will comply with applicable public health and sanitation standards and applicable local, state and federal codes.

8. This Special Use Permit (SUP) is made between the National Park Service, acting through the superintendent of Grand Canyon National Park and duly authorized representatives (hereinafter "NPS", and Coconino County (hereinafter "Permittee").

9. The Permittee is responsible for making all necessary contacts and arrangements with other federal, state and local agencies to secure required inspections, permits, licenses, etc.

10. The following NPS owned facility is included in the permit: The North side of Building Number 208, the Old Grand Canyon School House.

11. The NPS agrees to:

    a. Provide space for the Library, which currently resides in the Old Grand Canyon School House (building 208) located behind the Xanterra offices;
    b. provide for and pay all utilities to the building with the exception of telephone service; and
    c. maintain responsibility for larger maintenance needs, including structural repair or adjustments, windows, air conditioners, electrical systems, heating systems, landscaping, and any installations or changes to the building. All requests for major repairs will be requested through the Grand Canyon work order process and may require project compliance with Section 106 of the National Historic Preservation Act.

12. The Permittee agrees to:

    a. Fund and oversee the operations of the Grand Canyon Community Library, the conditions of which will be dictated by separate agreement between the County and the Library;
    b. fund and oversee all library operations and the day to day functioning of the library;
    c. provide daily upkeep, cleaning and minor maintenance of the building; "daily upkeep" includes the replacement of light bulbs, spot painting of areas chipped through daily use, cleaning or servicing of equipment, daily janitorial activities, litter removal, snow removal from sidewalks, and maintenance of furnishings. Any work outside of "daily upkeep" must be reviewed and approved by the NPS through the park representative.
    d. provide liability coverage for the contents of the library; and
    e. be responsible for all advertisements and promotions.

13. The Permittee will comply with all NPS policies that apply to its operations. The NPS will provide copies of these policies if requested and policy direction as needed.

14. The Superintendent, or his/her designee, will be the primary points of contact and communication between the NPS and the Permittee. The Permittee or his/her designee will be the primary point for contact and communications between the NPS and the Permittee.

For the NPS:

Superintendent, Grand Canyon National Park
P.O. Box 129
Grand Canyon, Arizona 86023
Telephone: (928) 638-7945
Facsimile: (928) 638-7815

For the Permittee:

County Manager

Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001
Telephone: (928) 779-6859
Facsimile: (928) 774-xxxx

For the Library:

Library Manager
Grand Canyon Community Library Manager
PO Box 99
Grand Canyon, Arizona 86023-0099
Telephone: (928) 638-2718
Facsimile: (928) 638-2718

Flagstaff Library Director/County Librarian
300 W Aspen
Flagstaff, Arizona 86001
Telephone: (928) 213-2351
Facsimile: (928) 779-7666

15. During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non- discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

16. The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the County or considers the County's work product to be superior to other products or services.

17. The County will obtain prior NPS approval from Grand Canyon National Park's public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee, or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the public affairs office for approval

18. Indemnification and Insurance. The Permittee will carry liability, professional and other insurance coverage's appropriate to the operation of a public library, conforming to at least the minimum coverage requirements of the State of Arizona for such operations, or the requirements established below, whichever are greater. The types and amounts of insurance coverage purchased by the Permittee will be approved by NPS. The Permittee will provide the NPS with

Certificates of Insurance or other evidence of insurance coverage at the inception of this SUP, and annually thereafter, and will provide the NPS thirty (30) days advance written notice of any material change in the Permittee's insurance program. The NPS is not responsible for any omissions or inadequacies of insurance types or amounts if such prove inadequate or insufficient for any reason whatsoever.

a) INDEMNIFICATION. The Permittee will save, hold harmless, defend, and indemnify the United States of America, its agents, and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, its employees, subcontractors, or agents under this SUP.

b) LIABILITY INSURANCE. The Permittee will, at its expense, secure and maintain comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the operations authorized herein. Such insurance will be in an amount commensurate with the degree of risk and the scope and size of the operations authorized herein, but in any event the limits of liability will not be less than $1,000,000 per occurrence covering both bodily injury and property damage.

If claims reduce available insurance below the required per-occurrence limits, the Permittee will obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to the comprehensive general liability policy may be used to achieve the required limits.

All liability policies will specify that the insurance company will have no right of subrogation against the United States of America, or will provide that the United States of America is named as an additional insured. As conditions in the insurance industry warrant, NPS reserves the right to review and revise the minimum liability limits.

The Permittee will provide statutory worker's compensation and employer's liability as required by the State of Arizona. The Permittee will also provide, in at least the limits set forth above for comprehensive general liability insurance, professional liability and such other coverages as may be required by the State of Arizona or are customary among school facilities under comparable circumstances.

19. Anti-Deficiency Act - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

Letter of Authorization

Memorandum

To: Peter Rondeau, Supervisory Program Analyst, Commercial Services Division

From: Erin Janicki, Environmental Protection Specialist, Planning, Environment, and Projects

Through: Rachel Bennett, Deputy Chief, Planning, Environment, and Projects

Subject: Compliance Requirements for Gran Canyon Community Library Rehabilitation (PEPC 97910)

The superintendent has conditionally approved this project for compliance with the following requirements. **You must comply with the following Mitigation Requirements (please note: some may be required prior to project initiation).** These requirements are in place to protect park resources and visitor experience.

Project Description: The Grand Canyon Community Library (NPS Building 208), is located within Grand Canyon National Park and is operated by the Coconino County Library (Library). The Grand Canyon Community Library Building is a historic structure. The primary purpose of the project is to enhance the Library's ability to offer additional programming and improved services to its patrons and improve safety by providing better visibility and eliminate tripping hazards. This rehabilitation work will also allow for better redistribution of weight on the building foundation which will reduce structural strain and will improve the historic feeling of the building by removing some non-historic features..

The Library is proposing to remove the interior (non-historic) wall which will allow access and use of the remainder of the building, with the exception of the room that has been assigned to the Community Closet. The Library also proposes to remove the non-historic interior vestibule that is in the middle section of the library. There is no historical or load-bearing element to the vestibule. The Library would also like to replace the carpet and would also place laminate tile (style approved by NPS) at all three library entrance vestibules to help extend the lifespan of the new carpet. Any new finishes or replacements of components of the building, to include new carpeting and laminate flooring, will be reviewed and approved by the NPS prior to rehabilitation work.

Mitigation Requirements:

Cultural Resources

- The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes and Director's Order 28, Cultural Resources Management, will be followed for this project. Project lead will contact the Cultural Resources Program Manager for assistance in following these guidelines.
- All final project designs, materials, and finishes will be reviewed and approved by the NPS Historical Architect, Craig Chenevert, or designee, prior to the start of construction.
- Areas selected for staging equipment and materials are expected to be in existing disturbed areas where there is no potential for archaeological resource disturbance. Contact the park's Cultural Resource

Program Manager before creating/utilizing any staging areas not previously addressed or reviewed for this project.

- NPS prefers the use of carpet tiles with a releasable adhesive and integral walk off mat tiles in lieu of the "laminate tile" with a walk off mat on top. Consider Water Hog brand classic floor tiles at entrances. https://afm.waterhogfloormats.com/waterhog-classic-floor-tiles/
- The building penetration for the IT line must be properly sealed to exclude pests. Contact the historical architect for details.

Wildlife/ESA

- The project site will be cleaned up at the end of each day the work is being conducted (i.e. trash disposed of/secured appropriately, scrap materials picked up) to minimize the likelihood of condors visiting the site. Park wildlife program staff may conduct periodic spot checks to ensure adequate project clean-up measures are being appropriately undertaken.
- Trash and recycling receptacles will be wildlife proof certified and will be tightly covered to avoid wildlife access (this includes dumpsters).
- If condors visit a project site, project activities will cease until the condors leave on their own or until permitted personnel use approved techniques that result in condors leaving the area.
- Project staff shall comply with the Migratory Bird Treaty Act (MBTA) [16 USC 703]. Any active nest shall be left in place and undisturbed until the young hatch and depart.
- If bats are encountered on buildings, please cease all activity and contact the wildlife department for assistance and/or advice in removing them safely.

Human Health and Safety/IPM

- To prevent injury, measures shall be taken to secure the site when workers are not present and to prevent visitors and park residents from inadvertently entering the staging and active work areas.
- The northwest foundation has tilted causing the wood framing support to move outwards. The skirting/siding is being pushed out and coming loose from the frame. Please be aware of this structural issue while conducting rehabilitation work for both structural stability reasons as well as human health and safety reasons.
- All workers on site should be familiar with the park Hantavirus standard operating protocol (it can be located on the park SharePoint under "Safety") before initiating the project. To protect workers and visitors from Hantavirus, this protocol shall be implemented when any evidence of deer mouse droppings, nests, or dead deer mice are discovered. Bats often use spaces in buildings for roosting. If bats are encountered, please cease all activity and contact the wildlife department by calling park Dispatch for assistance and/or advice in removing them safely. DO NOT HANDLE.
- To aid in Hantavirus prevention, any holes resulting from electrical and plumbing work shall be filled so that there are no pathways for mice entry into the building. In addition, if the walls are going to exposed, measures should be taken to rodent proof openings that could let rodents into the wall cavity between the stud frame.

Miscellaneous Project Requirements

- For general awareness and coordination purposes, please communicate this library rehabilitation work with Gary Zbel and Lou Rogers they may be working on a project for the foundation of this building.

Failure to follow these requirements could result in work stoppage. For complete compliance information see PEPC Project 97219. If you have any questions, please let me know.

Cc: Rachel Bennett, Rob Parrish, Ellen Brennen, Catherine Lentz, Craig Chenevert, Astrid Liverman, Rosa Palarino, Elston Stephenson, Lowell Head, Jennifer Thompson, Michael Wadsworth, Jill Beshears, Doug Lentz

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Municipal Emergency Services, Inc. for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Municipal Emergency Services, Inc. for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Adopting the Cooperative Purchase Contract with Municipal Emergency Services, Inc. (MES) would allow the Flagstaff Fire Department to purchase necessary specialized fire and safety equipment through MES by utilizing cooperative agreements for purchases of more than $50,000 without having to take each purchase to the City Council. The current timelines make it very hard to purchase needed safety equipment to ensure operational services are not delayed. The equipment to be purchased is typically a very specialized type or would be a replacement to match existing equipment for familiarity.

Financial Impact:

The Flagstaff Fire Department would only purchase equipment that is within the approved budget any given year. Utilizing the Cooperative Purchase Contract will allow the Flagstaff Fire Department to obtain better pricing through the underlying cooperative purchase contract.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community.

Regional Plan:

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population

served, and monies available.

Has There Been Previous Council Decision on This:

N/A

Options and Alternatives:

1. Adopt the Cooperative Purchase Contract with MES not to exceed $200,000 per year; or
2. Direct the Flagstaff Fire Department to solicit and purchase each piece of specialized fire and safety equipment.

Background/History:

Recently, the Flagstaff Fire Department held an academy process. Due to very tight timelines and extended hiring process, the Flagstaff Fire Department must meet potential hires one month prior to an academy starting. At this point, the potential hires must be measured for specific sizing of numerous types of specialized equipment. Each purchase is then special ordered through a vendor. These orders are then put on a fast track for build out and even then, the Flagstaff Fire Department works to get the specialized fire and safety equipment to new recruits before mid-academy. By authorizing the Cooperative Purchase Contract, the process can be sped up because each order over $50,000 will not have to be taken separately to City Council before the items are ordered.

City Purchasing Staff found that MES has a cooperative purchase Contract #032620 with Sourcewell to supply materials and/or services, which was awarded through a competitive and open procurement process. The Flagstaff Fire Department plans to utilize the MES Cooperative Purchase Contract to ensure the best pricing when purchasing important equipment. The Contract will be valid for as long as the underlying cooperative purchase contract is valid which will allow the Flagstaff Fire Department to purchase as need arises.

Key Considerations:

When equipment is needed in bulk for academies, updates, or replacement purposes, the Flagstaff Fire Department will add 1-3 months by receiving City Council approval for each purchase over $50,000. By utilizing the Cooperative Purchase Contract with MES, the Flagstaff Fire Department can order needed specialized fire and safety equipment when needed.

Expanded Financial Considerations:

The Flagstaff Fire Department works to ensure that they are receiving the best pricing through the use of cooperative purchase agreements whenever possible.

Attachments: COF Contract
Exhibit A - MES Pricing
Exhibit B - Agency Contract

COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-84

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Municipal Emergency Services Inc. a Connecticut Corporation ("Contractor").

RECITALS:

A. Contractor has Contract #032620 with Sourcewell to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. Contractor is a dealer as described in the Agency Contract; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

FIRE EQUIPMENT

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed a total of **two hundred thousand dollars ($200,000.00) including other fees and taxes per fiscal year**; 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.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

AGENCY CONTRACT PRICING

Sourcewell MES Contract Pricing #032620. (Attached)

EXHIBIT B

AGENCY CONTRACT

Sourcewell Contract #032620. (Attached)

Pricing and Discount Summary

4.5.7.

Pricing and Discount Summary PPA RFP 1605, Contract # 0000168,
5/28/17-5/28/23 with three one year option extensions.
"FIREFIGHTING EQUIPMENT"
MES/Lawmen Supply Co is offering the following products and discounts in this contract. In the event that a manufacturer makes concessions or gives special pricing, MES may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions. List prices are subject to change but the discount percentage will remain constant.

MES MUNICIPAL EMERGENCY SERVICES | LAWMEN SUPPLY COMPANY

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to product offering on Firefighting Equipment.**

Attachment A to the Master Price Agreement shall be amended in full to reflect the product adjustments:

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Turnouts-all specifications	Globe	41.0%	Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
1	Turnouts-all specifications	TECGEN	10.0%	
1	Turnout-all specifications	Fire-Dex	10.0%	
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land	TECGEN	10.0%	
	all available ensemble			
1	Wild Land all available ensemble	Fire-Dex	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Tech Rescue/Wildland	TECGEN	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	

11	Horace Small Stationware	VF Imageware	20%	
11	Badges	Blackington	25.0%	
11	Tech Rescue/Wildland	Fire-Dex	10.0%	
HELMETS				
1	All models	Bullard	35.0%	
1	All models	Honeywell	20.0%	
1	All models	Fire-Dex	10.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
1	All Models	Fire-Dex	10.0%	
BOOTS				
1	Structure	Globe	25.0%	Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
1	Structure, Station, Wildand	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	

1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
2	Cutting torches and gear	Petrogen	10.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
11	All models	Fire-Dex	10.0%	
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		$85 per hour	Where MES is 1F
12	Compressors fill air carts	SCOTT	10.0%	
12	Compressors fill stations	SCOTT	10.0%	Free freight is the discount

12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Duo Safety	20.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaids	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
6	Hazmat Decon Gear	DuPont	15.0%	MFG $2000 min. order
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than hose	40.0%	
9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	

10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally
11	Gearbag	Fire-Dex	10.0%	
13	Detection Testing	OHD	5.0%	

Orders $7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2nd Day Air	FedEx Next Day Air
$0 – 24.99	$4.95	$16.95	$28.95
$25 – 49.99	$6.95	$18.95	$30.95
$50 – 99.99	$11.95	$23.95	$35.95
$100 – 149.99	$13.95	$25.95	$37.95
$150 – 199.99	$15.95	$27.95	$39.95
$200 – 249.99	$17.95	$29.95	$41.95
$250 – 299.99	$19.95	$31.95	$43.95
$300 – 349.99	$21.95	$33.95	$45.95
$350 – 399.99	$23.95	$35.95	$47.95
$400 – 449.99	$25.95	$37.95	$49.95
$450 – 499.99	$27.95	$39.95	$51.95
$500 – 749.99	$29.75	$41.95	$53.95
$750 – 999.99	$31.95	$43.95	$55.95
Greater than $1000	3%	5%	6%

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

Solicitation Number: RFP #032620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. 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 Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 5:05 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/5/2020 | 5:08 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...
Seth Cosans
Title: Contract Administrator

Date: 5/5/2020 | 5:06 PM CDT

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name:	Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state:	Lawmen Supply Company of New Jersey Inc.
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Seth Cosans
Email:	seth.cosans@mesfire.com
Phone:	410-960-2600
Fax:	410-960-2600
HST#:	651051374

Submission Details

Created On:	Tuesday March 17, 2020 14:35:57
Submitted On:	Tuesday March 24, 2020 15:22:27
Submitted By:	Seth Cosans
Email:	seth.cosans@mesfire.com
Transaction #:	0324bb6e-3b06-4962-a998-e3f0a01857b0
Submitter's IP Address:	173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell 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).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of $200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue,Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.	*

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	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. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	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), 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, 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?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	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.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	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?	MES NPPGov Contracts the last three years sold $56,194,974.17. NY HIRE Contract the last three years sold $18,874,155.57. NJ State Contract the last three years sold $27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales $14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	$78,499.00 avg	$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	$ 48,997.00 avg	$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	$38,882.00 avg	$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	$52,477.00 avg	$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	$41,346.00 avg	$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: 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 employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA.MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Promotion from Sourcewell in concert with MES would be very important to all its membership. Sourcewell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	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.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	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.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA.There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	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?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty.Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	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?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to $10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcewell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcewell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcewell indicated can be done on a case by case in the portal as they happen.	*
58	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.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture’s. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- Marketing Plan/Samples - MES Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- Pricing - MES PL.zip - Tuesday March 24, 2020 09:27:34
- Additional Document - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

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 Sourcewell member 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 RFP and any resulting 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 Sourcewell, or any person, firm, or corporation under contract with Sourcewell, 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; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. 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 and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell 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.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell 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.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☑	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☑	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☑	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☑	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☑	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☑	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☑	--

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with LN Curtis & Sons for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with LN Curtis & Sons for the purchase of specialized fire and safety equipment not to exceed $200,000 per budget year; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This would allow the Flagstaff Fire Department to purchase necessary specialized fire and safety equipment through LN Curtis & Sons by utilizing cooperative agreements or GSA type pricing when more than $50,000 of products are being purchased without having to take each purchase to City Council. The current timelines make it very hard to purchase needed safety equipment to ensure operational services are not delayed. The equipment the Flagstaff Fire Department is purchasing is typically a very specialized type or would be a replacement to match existing equipment for familiarity.

Financial Impact:

The Flagstaff Fire Department would only purchase equipment that is within the approved budget any given year. Utilizing the Cooperative Purchase Contract will allow the Flagstaff Fire Department to obtain better pricing through the underlying cooperative purchase contract.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community

Regional Plan

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

N/A

Options and Alternatives:

1. Adopt the Cooperative Purchase Contract with LN Curtis & Sons not to exceed $200,000 per budget year; or
2. Direct the Flagstaff Fire Department to solicit and purchase each piece of specialized fire and safety equipment.

Background/History:

When equipment is needed in bulk for academies, updates, or replacement purposes, the Flagstaff Fire Department would have to add 1-3 months by having each purchase over $50,000 come before City Council for approval.

City Purchasing Staff found that LN Curtis & Sons has a cooperative purchase contract as part of their Government Services Agreement #47QSWA18D009Y with the U.S. General Services (“GSA”) to supply materials. The City will be utilizing this cooperative purchase contract to ensure the best pricing when the Fire Department purchases important equipment. The Cooperative Purchase Contract will be valid for as long as the GSA contract is valid which will allow the Flagstaff Fire Department purchase as need arises.

Key Considerations:

Recently, the Flagstaff Fire Department held a regional hiring and 12-week academy process. Due to very tight timelines and a four-month hiring process, potential hires are met one month prior to an academy starting to receive measurements for specific sizing of numerous types of specialized equipment. Each piece of equipment is then special ordered. These orders are then put on a fast track for build out and even with this process, the Flagstaff Fire Department is pushing the process to get the equipment to new recruits before mid-academy. By allowing the Cooperative Purchase Contract, the Flagstaff Fire Department will speed up the process by not having to take orders for specialized fire and safety equipment over $50,000 to City Council for approval.

Expanded Financial Considerations:

The Flagstaff Fire Department works to ensure that they are receiving the best pricing through the use of cooperative purchase contracts whenever possible.

Attachments: COF contract
Exhibit A - Price List
Exhibit B - GSA contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-85

This Cooperative Purchase Contract is made and entered into this ____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and L.N. Curtis and Sons, Inc., a California corporation ("Contractor").

RECITALS:

A. Contractor has a Government Services Agreement #47QSWA18D009Y with the U.S. General Services ("GSA") to supply materials and/or services ("Agency Contract"), which was awarded as a sole source procurement process; and

B. Contractor is a dealer as described in the Agency Contract; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

Fire Department Equipment

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or ***Exhibit A*** attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed a total of **two hundred thousand dollars ($200,000.00) including other fees and taxes per fiscal year**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in ***Exhibit B*** attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

LN CURTIS AND SONS, INC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
AGENCY CONTRACT
PRICING

Government Services Agreement #47QSWA18D009Y with the U.S. General Services Pricing

EXHIBIT B
AGENCY CONTRACT

Government Services Agreement #47QSWA18D009Y with the U.S. General Services (attached)

GENERAL SERVICES ADMINISTRATION

Multiple Award Schedule (MAS)
Authorized Federal Supply Schedule Pricelist

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage, a menu-driven database system.

The internet address for GSA Advantage is https://www.gsaadvantage.gov

For more information on ordering from Federal Supply Schedules: How to Buy Through the GSA

MULTIPLE AWARD SCHEDULE:	Security & Protection
FSC CLASSES:	42 and 84
CONTRACT NUMBER:	47QSWA18D009Y
CONTRACT PERIOD:	Oct. 1, 2018 through September 30, 2023 (base period)
CONTRACTOR:	**L. N. Curtis & sons (Curtis)** 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 Phone: (888) 950-6677 Fax: (510) 446-2224 DUNS: 009224163 CAGE: 5E720 Business Size: Small
GSA PROJECT MGR:	Andrew Henderson, (480) 737-5742; AHenderson@LNCurtis.com
CUSTOMER SERVICE:	Matt Foust, (510) 268-3341; GovtSales@LNCurtis.com

Prices are net, discount deducted

INFORMATION FOR ORDERING ACTIVITIES

1. AWARDED SPECIAL ITEM NUMBERS (SINs) and MAXIMUM ORDER:

339113PA **Protective Apparel...**Curtis' GSA catalog includes firefighting ensemble elements (firefighter turnouts, helmets, gloves, boots, hoods, and packs for structural, proximity and wildland firefighting), and Emergency Response/HAZMAT ensembles *(maximum order: $250,000).*

334220 **Surveillance Systems...**Curtis' GSA catalog includes high definition, low light level, and thermal imaging surveillance systems designed for tactical surveillance, rescue, security and search operations, and industrial applications *(maximum order: $250,000).*

339112 **Breathing Air Equipment and Related Items...**Curtis' GSA catalog includes high pressure breathing air systems for recharging SCBA and SCUBA cylinders *(maximum order: $250,000).*

3FIRE **Fire Management Equipment...**Curtis' GSA catalog includes firefighting foam, chemicals and water pumps *(maximum order: $250,000).*

611430ST **Security Training...**Curtis' GSA catalog includes training materials (e.g., study guides, workbooks, skills drills, instructor's materials, station libraries, training DVDs, software, exam preparation) for firefighting, security, emergency preparedness, and first responders *(maximum order: $100,000).*

326220 **Hoses, Valves, Fittings, Nozzles, Couplings and Related Accessories...**Curtis' GSA catalog includes a complete array of firefighting hose, and related water flow and water control devices and systems *(maximum order: $250,000).*

332216 **Law Enforcement, Firefighting and Rescue Tools, Equipment...** Curtis' GSA catalog includes hydraulic heavy rescue tools (jaws, cutters, rams, combi-tools, spreaders, hose, and power units), structural/vehicular stabilization systems, positive pressure fans, and firefighting training structures, props and towers *(maximum order: $250,000).*

336612 **Marine Craft...**Curtis' GSA catalog includes Rapid Inflatable Tunnel (RIT) rescue watercraft *(maximum order: $250,000).*

OLM **Order-Level Materials...** Curtis' GSA catalog includes supplies and/or services acquired in direct support of an individual task or delivery order placed against Curtis' Schedule contract. OLM pricing is not established at the Schedule contract or BPA level, but at the order level.

CTRL + Click here to see L. N. Curtis & sons' GSA Product Catalog

2. MAXIMUM ORDER

Maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: 1. Offer a new lower price, 2. Offer the lowest price available under the contract, or 3. Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order. Please refer to Section 1 for maximum order levels (MOL) of every Special Item Number (SIN) on Curtis' GSA contract.

3. MINIMUM ORDER: No minimum order limitations

4. GEOGRAPHICAL COVERAGE: Worldwide

5. POINT OF PRODUCTION: All items are U.S. made end products or designated country end products as defined in the FAR 52.225-5, "Trade Agreements" (latest revision).

6. DISCOUNT FROM LIST PRICE: Prices are net, discount deducted

7. QUANTITY/VOLUME DISCOUNT: None

8. PROMPT PAYMENT TERMS: Net 30 days

9. CREDIT CARDS: GPC accepted above or below the micro-purchase threshold

10. FOREIGN ITEMS: See Catalog

11a. TIME OF DELIVERY: 7-60 days after receipt of order except SIN 332216 (180 days ARO)

11b. EXPEDITED DELIVERY: Contact Curtis

11c. OVERNIGHT/2ND DAY DELIVERY: Availability dependent on inventory on-hand. Please call (888) 950-6677 or GovtSales@LNCurtis.com for product availability and applicable additional charges for expedited delivery.

11d. URGENT REQUIREMENTS: Please call (888) 950-6677, or email: GovtSales@LNCurtis.com

12. FOB Points: Origin, all destinations

13 ORDERING ADDRESS/TELENFAX#:

L.N. Curtis & sons (Curtis)
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
Phone: (888) 950-6677
Facsimile: (510) 446-2224
e-mail: GovtSales@LNCurtis.com

13a. ORDERING PROCEDURES: Refer to FAR 8.405-3, or click here: How to Buy from GSA Schedules

14. PAYMENT ADDRESS: see Section 13

15. WARRANTY PROVISION: Standard manufacturers' commercial warranties apply

16. EXPORT PACKING CHARGES: Based upon destination and specific local requirements

17. TERMS & CONDITIONS OF GOVERNMENT PURCHASE CARD: None

18. TERMS & CONDITIONS OF RENTAL, MAINTENANCE & REPAIR: Not Applicable

19. TERMS & CONDITIONS OF INSTALLATION: Per Delivery Order or order for OLM services

20. TERMS & CONDITIONS OF REPAIR PARTS: Per Delivery Order or order for OLM services

20a. TERMS & CONDITIONS OF ANY OTHER SERVICES: Per Delivery Order or order for OLM services

21. LIST OF SERVICE & DISTRIBUTION POINTS:

L.N. Curtis & sons (Curtis)
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598

22. LIST OF DEALERS: none

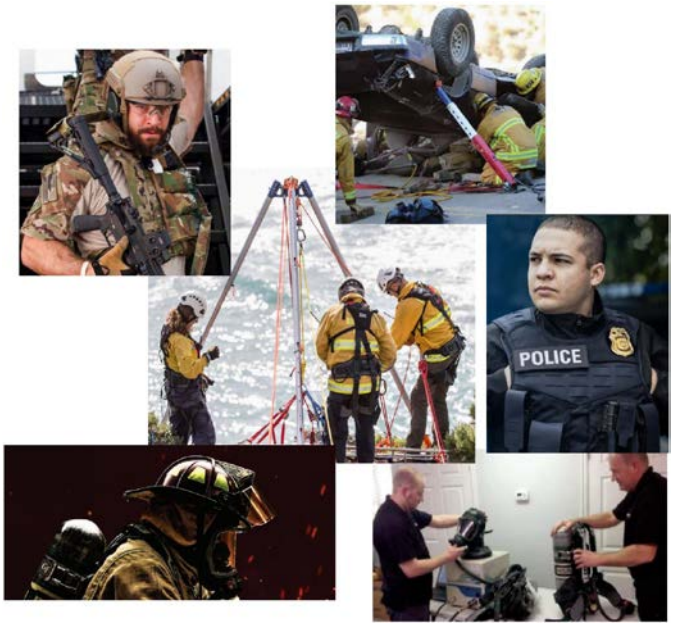
23. PREVENTATIVE MAINTENANCE: See data included with product

24 SPECIAL ATTRIBUTES: None

24a. SECTION 508 COMPLIANCE: Not Applicable

25. DUNS: 009224163

26. SAM REGISTRATION STATUS: Curtis' (CAGE 5E720) on SAM is current & active



Curtis' GSA catalog includes a wide array of products and services

Supporting America's First Responders

Accessories & Options for Globe Brand Turnouts
GSA PRICE LIST

TABLE OF CONTENTS

Athletix Coat E 5
Athletix Pant E 5
Classix Coat F 6
Classix Coat G 10
Classix Metro Coat F 14
Classix Metro Coat G 19
Classix Metro Pant F 24
Classix Metro Pant G 27
Classix Pant F 30
Classix Pant G 33
GPS IH C 36
GPS-IH D 38
GXCEL Coat H 40
GXCEL Coat I 45
GXTREME 3.0 Coat J 49
GXTREME 3.0 Coat K 53
IH-Ready Pant N 58
IH-Ready Pant O 61
Pant System A 64
Pant System B 67
REAXTION Coat L 70
REAXTION Coat M 76

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Athletix Coat E	E. Athletix-style Coat, PBI Stretch	$1,998.10
Globe	Athletix Coat E: Accessories	02. Trim: NFPA Basic 3" for the Athletix Coat	$115.23
Globe	Athletix Coat E: Accessories	02. Trim: NYC 3" for the Athletix Coat	$151.21
Globe	Athletix Coat E: Accessories	03. Letter: 2" Lime/Yellow sew-on for the Athletix Coat	$1.79
Globe	Athletix Coat E: Accessories	04. Letter Patch: Hanging 5x12 for the Athletix Coat	$51.48
Globe	Athletix Coat E: Accessories	05. Pockets, Side: 2x8x8 Expansion Pockets for the Athletix Coat	$0.00
Globe	Athletix Coat E: Accessories	06. Closure: Zipper In / Hook & Loop Out	$0.00
Globe	Athletix Coat E: Accessories	07. Pockets, Extra: Dual Antenna Notch for the Athletix Coat	$3.71
Globe	Athletix Coat E: Accessories	07. Pockets, Extra: Radio Pocket for the Athletix Coat	$59.80
Globe	Athletix Coat E: Accessories	08. Other: Snap (Self), Helmet for the Athletix Coat	$7.57
Globe	Athletix Coat E: Accessories	08. Other: Snap, 3 Tabs at Hem for the Athletix Coat	$2.75
Globe	Athletix Coat E: Accessories	08. Other: Strap, Hanging w/ D-Ring for the Athletix Coat	$6.95
Globe	Athletix Coat E: Accessories	08. Other: Strap, Hook & Loop for the Athletix Coat	$15.71
Globe	Athletix Coat E: Accessories	08. Other: Strap, Mic, 1"X3" for the Athletix Coat	$4.09
Globe	Athletix Coat E: Accessories	09. Wristers: Hand & Wrist Guards (grey Nomex) for the Athletix Coat	$5.88
Globe	Athletix Coat E: Accessories	09. Wristers: Nomex (grey) w/ Thumb loop for the Athletix Coat	$11.00
Globe	Athletix Coat E: Accessories	10. Reinforced Dragonhide Cuffs	$0.00
Globe	Athletix Coat E: Accessories	10. Reinforced Pockets: Dragonhide	$25.43
Globe	Athletix Coat E: Accessories	12. Misc.: Embroidered US Flag for the Athletix Coat	$11.54
Globe	Athletix Coat E: Accessories	12. Misc.: Patch, Custom for the Athletix Coat	$23.37
Globe	Athletix Coat E: Accessories	12. Misc.: Zipper Gripper for the Athletix Coat	$11.31
Globe	Athletix Pant E	E. Athletix-style Pant, PBI Stretch	$1,658.83
Globe	Athletix Pant E: Accessories	01. Trim: Scotchlite Comfort Trim for the Athletix Pant	$32.99

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Athletix Pant E: Accessories	02. Letters: Lime/Yellow letters for the Athletix Pant	$1.79
Globe	Athletix Pant E: Accessories	03. Pockets: 6-Tool Compartment (Kevlar) for the Athletix Pant	$23.20
Globe	Athletix Pant E: Accessories	03. Pockets: Pocket Divider, Kevlar (center) for the Athletix Pant	$6.87
Globe	Athletix Pant E: Accessories	04. Closure: Hook & Loop (standard)	$0.00
Globe	Athletix Pant E: Accessories	05. Reinforced Pockets: Dragonhide for the Athletix Pant	$25.43
Globe	Athletix Pant E: Accessories	06. Reinforced Cuffs: Dragonhide for the Athletix Pant	$0.00
Globe	Athletix Pant E: Accessories	07. Reinforced Knees: Dragonhide/Silizone padded on liner for the Athletix Pant	$0.00
Globe	Athletix Pant E: Accessories	08. Suspenders: Ripcord w/Trim for the Athletix Pant	$11.69
Globe	Classix Coat F	F. Classix-style Coat, Kombat Flex (gold)	$622.95
Globe	Classix Coat F	F. Classix-style Coat, Millenia XT	$664.44
Globe	Classix Coat F	F. Classix-style Coat, PBI MAX (black)	$681.97
Globe	Classix Coat F	F. Classix-style Coat, PBI MAX (gold)	$642.82
Globe	Classix Coat F	F. Classix-style Coat, PBI XT (black)	$663.27
Globe	Classix Coat F	F. Classix-style Coat, PBI XT (gold)	$625.87
Globe	Classix Coat F	F. Classix-style Coat, Ultra	$566.85
Globe	Classix Coat F	F. Classix-style Coat, Kombat Flex (black)	$659.77
Globe	Classix Coat F: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Coat	$272.91
Globe	Classix Coat F: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Coat (Camo)	$236.09
Globe	Classix Coat F: Accessories	01. Thermal Liner: Q-8 for Classix Coat	$185.83
Globe	Classix Coat F: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Coat	$301.54
Globe	Classix Coat F: Accessories	01. Thermal Liner: QUANTUM4i for Classix Coat	$328.42
Globe	Classix Coat F: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Coat	$334.27
Globe	Classix Coat F: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Coat	$222.07

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat F: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Coat	$144.93
Globe	Classix Coat F: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Coat	$130.90
Globe	Classix Coat F: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Coat	$217.39
Globe	Classix Coat F: Accessories	03. TRIM: HV for Classix Coat	$120.83
Globe	Classix Coat F: Accessories	03. TRIM: HV II for Classix Coat	$114.46
Globe	Classix Coat F: Accessories	03. TRIM: NFPA Basic Classix Coat	$78.71
Globe	Classix Coat F: Accessories	03. TRIM: NFPA HV for Classix Coat	$96.10
Globe	Classix Coat F: Accessories	03. TRIM: NFPA HV II for Classix Coat	$90.80
Globe	Classix Coat F: Accessories	03. TRIM: NFPA Vert for Classix Coat	$85.15
Globe	Classix Coat F: Accessories	03. TRIM: NFPA Vert II for Classix Coat	$79.86
Globe	Classix Coat F: Accessories	03. TRIM: NYC for Classix Coat	$103.45
Globe	Classix Coat F: Accessories	03. TRIM: Project FIRES for Classix Coat	$109.88
Globe	Classix Coat F: Accessories	03. TRIM: Project FIRES II for Classix Coat	$103.52
Globe	Classix Coat F: Accessories	03. Triple TRIM :NFPA HV II for Classix Coat	$94.99
Globe	Classix Coat F: Accessories	03. Triple TRIM: HV for Classix Coat	$126.76
Globe	Classix Coat F: Accessories	03. Triple TRIM: HV II for Classix Coat	$119.65
Globe	Classix Coat F: Accessories	03. Triple TRIM: NFPA Basic Classix Coat	$82.41
Globe	Classix Coat F: Accessories	03. Triple TRIM: NFPA HV for Classix Coat	$100.57
Globe	Classix Coat F: Accessories	03. Triple TRIM: NFPA Vert for Classix Coat	$89.10
Globe	Classix Coat F: Accessories	03. Triple TRIM: NFPA Vert II for Classix Coat	$83.52
Globe	Classix Coat F: Accessories	03. Triple TRIM: NYC for Classix Coat	$108.12
Globe	Classix Coat F: Accessories	03. Triple TRIM: Project FIRES for Classix Coat	$114.85
Globe	Classix Coat F: Accessories	03. Triple TRIM: Project FIRES II for Classix Coat	$108.19
Globe	Classix Coat F: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Coat	$1.70

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat F: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Coat	$1.70
Globe	Classix Coat F: Accessories	05. Letter Patch: Hanging 5x20 for Classix Coat	$32.84
Globe	Classix Coat F: Accessories	05. Letter Patch: Velcro for Classix Coat	$52.93
Globe	Classix Coat F: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for Classix Coat	$27.77
Globe	Classix Coat F: Accessories	06. Pockets, Side: 2x8x8 Expansion for Classix Coat	$23.92
Globe	Classix Coat F: Accessories	06. Pockets, Side: End of Flap Silizone for Classix Coat	$21.83
Globe	Classix Coat F: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for Classix Coat	$24.83
Globe	Classix Coat F: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for Classix Coat	$0.00
Globe	Classix Coat F: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for Classix Coat	$0.00
Globe	Classix Coat F: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for Classix Coat	$3.72
Globe	Classix Coat F: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for Classix Coat	$27.02
Globe	Classix Coat F: Accessories	07. Closure: 8C Zipper In/Velcro Out for Classix Coat	$0.00
Globe	Classix Coat F: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for Classix Coat	$34.80
Globe	Classix Coat F: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for Classix Coat	$34.80
Globe	Classix Coat F: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for Classix Coat	$1.76
Globe	Classix Coat F: Accessories	09. Other: Clip, Universal for Classix Coat	$9.24
Globe	Classix Coat F: Accessories	09. Other: Flashlight Holder, Sunlance for Classix Coat	$15.07
Globe	Classix Coat F: Accessories	09. Other: Flashlight Holder, Survivor for Classix Coat	$15.16
Globe	Classix Coat F: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for Classix Coat	$9.86
Globe	Classix Coat F: Accessories	09. Other: Snap, Helmet for Classix Coat	$5.45
Globe	Classix Coat F: Accessories	09. Other: Strap, Hanging w/ D for Classix Coat	$4.58

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat F: Accessories	09. Other: Strap: Self Mic for Classix Coat	$2.58
Globe	Classix Coat F: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for Classix Coat	$69.34
Globe	Classix Coat F: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for Classix Coat	$78.09
Globe	Classix Coat F: Accessories	09. Pockets, Extra: Radio for Classix Coat	$44.83
Globe	Classix Coat F: Accessories	10. Wristers: 4” NOMEX for Classix Coat	$0.00
Globe	Classix Coat F: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for Classix Coat	$5.59
Globe	Classix Coat F: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for Classix Coat	$5.10
Globe	Classix Coat F: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for Classix Coat	$4.96
Globe	Classix Coat F: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for Classix Coat	$19.21
Globe	Classix Coat F: Accessories	10. Wristers: Nomex (grey) for Classix Coat	$2.06
Globe	Classix Coat F: Accessories	10. Wristers: Thumb Loops (add to wrister price) for Classix Coat	$10.45
Globe	Classix Coat F: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for Classix Coat	$19.14
Globe	Classix Coat F: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for Classix Coat	$17.32
Globe	Classix Coat F: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for Classix Coat	$24.18
Globe	Classix Coat F: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for Classix Coat	$14.90
Globe	Classix Coat F: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Coat	$6.50
Globe	Classix Coat F: Accessories	12. Reinforced Cuffs: Black Suede for Classix Coat	$1.11
Globe	Classix Coat F: Accessories	12. Reinforced Cuffs: DRAGONHIDE for Classix Coat	$6.80
Globe	Classix Coat F: Accessories	12. Reinforced Cuffs: Grey Suede for Classix Coat	$0.00
Globe	Classix Coat F: Accessories	12. Reinforced Cuffs: Self Material for Classix Coat	$8.26

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat F: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for Classix Coat	$19.71
Globe	Classix Coat F: Accessories	13. Reinforced Elbows: Black Suede for Classix Coat	$13.59
Globe	Classix Coat F: Accessories	13. Reinforced Elbows: DRAGONHIDE for Classix Coat	$22.71
Globe	Classix Coat F: Accessories	13. Reinforced Elbows: Grey Suede for Classix Coat	$12.51
Globe	Classix Coat F: Accessories	13. Reinforced Elbows: Self Material for Classix Coat	$23.59
Globe	Classix Coat F: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for Classix Coat	$10.03
Globe	Classix Coat F: Accessories	14. Reinforced Shoulders: Black Suede for Classix Coat	$10.19
Globe	Classix Coat F: Accessories	14. Reinforced Shoulders: DRAGONHIDE for Classix Coat	$13.00
Globe	Classix Coat F: Accessories	14. Reinforced Shoulders: Grey Suede for Classix Coat	$9.28
Globe	Classix Coat F: Accessories	14. Reinforced Shoulders: Padded for Classix Coat	$9.81
Globe	Classix Coat F: Accessories	14. Reinforced Shoulders: Self Material for Classix Coat	$13.04
Globe	Classix Coat F: Accessories	15. Reinforced Upper Back: Padded for Classix Coat	$9.61
Globe	Classix Coat F: Accessories	15. Reinforced Upper Back: Self Material for Classix Coat	$20.32
Globe	Classix Coat F: Accessories	16. Misc.: Custom Printed Patch for Classix Coat	$22.22
Globe	Classix Coat F: Accessories	16. Misc.: Embroidered Flag for Classix Coat	$10.97
Globe	Classix Coat F: Accessories	16. Misc.: Individual Box for Classix Coat	$3.40
Globe	Classix Coat F: Accessories	16. Misc.: Liner Alert at Hem for Classix Coat	$24.47
Globe	Classix Coat G	G. Classix-style Coat, Advance	$480.95
Globe	Classix Coat G	G. Classix-style Coat, Black PCA Advance	$504.32
Globe	Classix Coat G	G. Classix-style Coat, Nomex	$444.72
Globe	Classix Coat G: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Coat	$272.91
Globe	Classix Coat G: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Coat	$236.09

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat G: Accessories	01. Thermal Liner: Q-8 for Classix Coat	$185.83
Globe	Classix Coat G: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Coat	$301.54
Globe	Classix Coat G: Accessories	01. Thermal Liner: QUANTUM4i for Classix Coat	$328.42
Globe	Classix Coat G: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Coat	$334.27
Globe	Classix Coat G: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Coat	$222.07
Globe	Classix Coat G: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Coat	$144.93
Globe	Classix Coat G: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Coat	$130.90
Globe	Classix Coat G: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Coat	$217.39
Globe	Classix Coat G: Accessories	03. TRIM: HV for Classix Coat	$120.83
Globe	Classix Coat G: Accessories	03. TRIM: HV II for Classix Coat	$114.46
Globe	Classix Coat G: Accessories	03. TRIM: NFPA Basic Classix Coat	$78.71
Globe	Classix Coat G: Accessories	03. TRIM: NFPA HV for Classix Coat	$96.10
Globe	Classix Coat G: Accessories	03. TRIM: NFPA HV II for Classix Coat	$90.80
Globe	Classix Coat G: Accessories	03. TRIM: NFPA Vert for Classix Coat	$85.15
Globe	Classix Coat G: Accessories	03. TRIM: NFPA Vert II for Classix Coat	$79.86
Globe	Classix Coat G: Accessories	03. TRIM: NYC for Classix Coat	$103.45
Globe	Classix Coat G: Accessories	03. TRIM: Project FIRES for Classix Coat	$109.88
Globe	Classix Coat G: Accessories	03. TRIM: Project FIRES II for Classix Coat	$103.52
Globe	Classix Coat G: Accessories	03. Triple TRIM :NFPA HV II for Classix Coat	$94.99
Globe	Classix Coat G: Accessories	03. Triple TRIM: HV for Classix Coat	$126.76
Globe	Classix Coat G: Accessories	03. Triple TRIM: HV II for Classix Coat	$119.65
Globe	Classix Coat G: Accessories	03. Triple TRIM: NFPA Basic Classix Coat	$82.41
Globe	Classix Coat G: Accessories	03. Triple TRIM: NFPA HV for Classix Coat	$100.57
Globe	Classix Coat G: Accessories	03. Triple TRIM: NFPA Vert for Classix Coat	$89.10

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat G: Accessories	03. Triple TRIM: NFPA Vert II for Classix Coat	$83.52
Globe	Classix Coat G: Accessories	03. Triple TRIM: NYC for Classix Coat	$108.12
Globe	Classix Coat G: Accessories	03. Triple TRIM: Project FIRES for Classix Coat	$114.85
Globe	Classix Coat G: Accessories	03. Triple TRIM: Project FIRES II for Classix Coat	$108.19
Globe	Classix Coat G: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Coat	$1.70
Globe	Classix Coat G: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Coat	$1.70
Globe	Classix Coat G: Accessories	05. Letter Patch: Hanging 5x20 for Classix Coat	$26.30
Globe	Classix Coat G: Accessories	05. Letter Patch: Velcro for Classix Coat	$44.34
Globe	Classix Coat G: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for Classix Coat	$19.12
Globe	Classix Coat G: Accessories	06. Pockets, Side: 2x8x8 Expansion for Classix Coat	$17.39
Globe	Classix Coat G: Accessories	06. Pockets, Side: End of Flap Silizone for Classix Coat	$21.83
Globe	Classix Coat G: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for Classix Coat	$24.83
Globe	Classix Coat G: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for Classix Coat	$0.00
Globe	Classix Coat G: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for Classix Coat	$0.00
Globe	Classix Coat G: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for Classix Coat	$3.72
Globe	Classix Coat G: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for Classix Coat	$19.73
Globe	Classix Coat G: Accessories	07. Closure: 8C Zipper In/Velcro Out for Classix Coat	$0.00
Globe	Classix Coat G: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for Classix Coat	$26.73
Globe	Classix Coat G: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for Classix Coat	$26.73
Globe	Classix Coat G: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for Classix Coat	$1.76
Globe	Classix Coat G: Accessories	09. Other: Clip, Universal for Classix Coat	$7.19

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat G: Accessories	09. Other: Flashlight Holder, Sunlance for Classix Coat	$11.99
Globe	Classix Coat G: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for Classix Coat	$7.81
Globe	Classix Coat G: Accessories	09. Other: Snap, Helmet for Classix Coat	$4.58
Globe	Classix Coat G: Accessories	09. Other: Strap, Hanging w/ D for Classix Coat	$3.10
Globe	Classix Coat G: Accessories	09. Other: Strap: Self Mic for Classix Coat	$1.99
Globe	Classix Coat G: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for Classix Coat	$52.93
Globe	Classix Coat G: Accessories	09. Pockets, Extra: Radio for Classix Coat	$34.64
Globe	Classix Coat G: Accessories	10. Wristers: 4” NOMEX for Classix Coat	$0.00
Globe	Classix Coat G: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for Classix Coat	$5.59
Globe	Classix Coat G: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for Classix Coat	$5.10
Globe	Classix Coat G: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for Classix Coat	$4.96
Globe	Classix Coat G: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for Classix Coat	$19.21
Globe	Classix Coat G: Accessories	10. Wristers: Nomex (grey) for Classix Coat	$2.06
Globe	Classix Coat G: Accessories	10. Wristers: Thumb Loops (add to wrister price) for Classix Coat	$10.45
Globe	Classix Coat G: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for Classix Coat	$19.14
Globe	Classix Coat G: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for Classix Coat	$17.32
Globe	Classix Coat G: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for Classix Coat	$24.18
Globe	Classix Coat G: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for Classix Coat	$14.90
Globe	Classix Coat G: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Coat	$6.50
Globe	Classix Coat G: Accessories	12. Reinforced Cuffs: Black Suede for Classix Coat	$1.11

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Coat G: Accessories	12. Reinforced Cuffs: DRAGONHIDE for Classix Coat	$6.80
Globe	Classix Coat G: Accessories	12. Reinforced Cuffs: Grey Suede for Classix Coat	$0.00
Globe	Classix Coat G: Accessories	12. Reinforced Cuffs: Self Material for Classix Coat	$2.88
Globe	Classix Coat G: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for Classix Coat	$19.71
Globe	Classix Coat G: Accessories	13. Reinforced Elbows: Black Suede for Classix Coat	$13.59
Globe	Classix Coat G: Accessories	13. Reinforced Elbows: DRAGONHIDE for Classix Coat	$22.71
Globe	Classix Coat G: Accessories	13. Reinforced Elbows: Grey Suede for Classix Coat	$12.51
Globe	Classix Coat G: Accessories	13. Reinforced Elbows: Self Material for Classix Coat	$15.85
Globe	Classix Coat G: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for Classix Coat	$10.03
Globe	Classix Coat G: Accessories	14. Reinforced Shoulders: Black Suede for Classix Coat	$10.19
Globe	Classix Coat G: Accessories	14. Reinforced Shoulders: DRAGONHIDE for Classix Coat	$13.00
Globe	Classix Coat G: Accessories	14. Reinforced Shoulders: Grey Suede for Classix Coat	$9.28
Globe	Classix Coat G: Accessories	14. Reinforced Shoulders: Padded for Classix Coat	$9.81
Globe	Classix Coat G: Accessories	14. Reinforced Shoulders: Self Material for Classix Coat	$8.82
Globe	Classix Coat G: Accessories	15. Reinforced Upper Back: Padded for Classix Coat	$9.61
Globe	Classix Coat G: Accessories	15. Reinforced Upper Back: Self Material for Classix Coat	$11.83
Globe	Classix Coat G: Accessories	16. Misc.: Custom Printed Patch for Classix Coat	$22.22
Globe	Classix Coat G: Accessories	16. Misc.: Embroidered Flag for Classix Coat	$10.97
Globe	Classix Coat G: Accessories	16. Misc.: Individual Box for Classix Coat	$3.40
Globe	Classix Coat G: Accessories	16. Misc.: Liner Alert at Hem for Classix Coat	$20.16
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, Kombat Flex (black)	$767.29

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, Kombat Flex (gold)	$730.48
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, Millenia XT	$771.97
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, PBI MAX (black)	$788.92
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, PBI MAX (gold)	$750.35
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, PBI XT (black)	$770.80
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, PBI XT (gold)	$733.40
Globe	Classix Metro Coat F	F. Classix Metro-style Coat, Ultra	$673.21
Globe	Classix Metro Coat F: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Metro Coat	$272.91
Globe	Classix Metro Coat F: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Metro Coat	$236.09
Globe	Classix Metro Coat F: Accessories	01. Thermal Liner: Q-8 for Classix Metro Coat	$185.83
Globe	Classix Metro Coat F: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Metro Coat	$301.54
Globe	Classix Metro Coat F: Accessories	01. Thermal Liner: QUANTUM4i for Classix Metro Coat	$328.42
Globe	Classix Metro Coat F: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Metro Coat	$334.27
Globe	Classix Metro Coat F: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Metro Coat	$222.07
Globe	Classix Metro Coat F: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Metro Coat	$144.93
Globe	Classix Metro Coat F: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Metro Coat	$130.90
Globe	Classix Metro Coat F: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Metro Coat	$217.39
Globe	Classix Metro Coat F: Accessories	03. TRIM: HV for Classix Metro Coat	$120.83
Globe	Classix Metro Coat F: Accessories	03. TRIM: HV II for Classix Metro Coat	$114.46
Globe	Classix Metro Coat F: Accessories	03. TRIM: NFPA Basic Classix Metro Coat	$78.71
Globe	Classix Metro Coat F: Accessories	03. TRIM: NFPA HV for Classix Metro Coat	$96.10
Globe	Classix Metro Coat F: Accessories	03. TRIM: NFPA HV II for Classix Metro Coat	$90.80

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat F: Accessories	03. TRIM: NFPA Vert for Classix Metro Coat	$85.15
Globe	Classix Metro Coat F: Accessories	03. TRIM: NFPA Vert II for Classix Metro Coat	$79.86
Globe	Classix Metro Coat F: Accessories	03. TRIM: NYC for Classix Metro Coat	$103.45
Globe	Classix Metro Coat F: Accessories	03. TRIM: Project FIRES for Classix Coat	$109.88
Globe	Classix Metro Coat F: Accessories	03. TRIM: Project FIRES II for Classix Coat	$103.52
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM :NFPA HV II for Classix Coat	$94.99
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: HV for Classix Metro Coat	$126.76
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: HV II for Classix Metro Coat	$119.65
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: NFPA Basic Classix Metro Coat	$82.41
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: NFPA HV for Classix Metro Coat	$100.57
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: NFPA Vert for Classix Metro Coat	$89.10
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: NFPA Vert II for Classix Metro Coat	$83.52
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: NYC for Classix Metro Coat	$108.12
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: Project FIRES for Classix Metro Coat	$114.85
Globe	Classix Metro Coat F: Accessories	03. Triple TRIM: Project FIRES II for Classix Metro Coat	$108.19
Globe	Classix Metro Coat F: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Metro Coat	$1.70
Globe	Classix Metro Coat F: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Metro Coat	$1.70
Globe	Classix Metro Coat F: Accessories	05. Letter Patch: Hanging 5x20 for Classix Metro Coat	$32.84
Globe	Classix Metro Coat F: Accessories	05. Letter Patch: Sew-On for Classix Metro Coat	$21.34
Globe	Classix Metro Coat F: Accessories	05. Letter Patch: Velcro for Classix Metro Coat	$52.93

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat F: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for Classix Metro Coat	$27.77
Globe	Classix Metro Coat F: Accessories	06. Pockets, Side: 2x8x8 Expansion for Classix Metro Coat	$23.92
Globe	Classix Metro Coat F: Accessories	06. Pockets, Side: End of Flap Silizone for Classix Metro Coat	$21.83
Globe	Classix Metro Coat F: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for Classix Metro Coat	$24.83
Globe	Classix Metro Coat F: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for Classix Metro Coat	$0.00
Globe	Classix Metro Coat F: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for Classix Metro Coat	$0.00
Globe	Classix Metro Coat F: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for Classix Metro Coat	$3.72
Globe	Classix Metro Coat F: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for Classix Metro Coat	$27.02
Globe	Classix Metro Coat F: Accessories	07. Closure: 8C Zipper In/Velcro Out for Classix Metro Coat	$0.00
Globe	Classix Metro Coat F: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for Classix Metro Coat	$34.80
Globe	Classix Metro Coat F: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for Classix Metro Coat	$34.80
Globe	Classix Metro Coat F: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for Classix Metro Coat	$1.76
Globe	Classix Metro Coat F: Accessories	09. Other: Clip, Universal for Classix Metro Coat	$9.24
Globe	Classix Metro Coat F: Accessories	09. Other: Flashlight Holder, Sunlance for Classix Metro Coat	$15.07
Globe	Classix Metro Coat F: Accessories	09. Other: Flashlight Holder, Survivor for Classix Metro Coat	$15.16
Globe	Classix Metro Coat F: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for Classix Metro Coat	$9.86
Globe	Classix Metro Coat F: Accessories	09. Other: Snap, Helmet for Classix Metro Coat	$5.45
Globe	Classix Metro Coat F: Accessories	09. Other: Strap, Hanging w/ D for Classix Metro Coat	$4.58
Globe	Classix Metro Coat F: Accessories	09. Other: Strap: Self Mic for Classix Metro Coat	$2.58
Globe	Classix Metro Coat F: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for Classix Metro Coat	$69.34

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat F: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for Classix Metro Coat	$78.09
Globe	Classix Metro Coat F: Accessories	09. Pockets, Extra: Radio for Classix Metro Coat	$44.83
Globe	Classix Metro Coat F: Accessories	10. Wristers: 4” NOMEX for Classix Metro Coat	$0.00
Globe	Classix Metro Coat F: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for Classix Metro Coat	$5.59
Globe	Classix Metro Coat F: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for Classix Metro Coat	$5.10
Globe	Classix Metro Coat F: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for Classix Metro Coat	$4.96
Globe	Classix Metro Coat F: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for Classix Metro Coat	$19.21
Globe	Classix Metro Coat F: Accessories	10. Wristers: Nomex (grey) for Classix Metro Coat	$2.06
Globe	Classix Metro Coat F: Accessories	10. Wristers: Thumb Loops (add to wrister price) for Classix Metro Coat	$10.45
Globe	Classix Metro Coat F: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for Classix Metro Coat	$19.14
Globe	Classix Metro Coat F: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for Classix Metro Coat	$17.32
Globe	Classix Metro Coat F: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for Classix Metro Coat	$24.18
Globe	Classix Metro Coat F: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for Classix Metro Coat	$14.90
Globe	Classix Metro Coat F: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Coat	$6.50
Globe	Classix Metro Coat F: Accessories	12. Reinforced Cuffs: Black Suede for Classix Metro Coat	$1.11
Globe	Classix Metro Coat F: Accessories	12. Reinforced Cuffs: DRAGONHIDE for Classix Metro Coat	$6.80
Globe	Classix Metro Coat F: Accessories	12. Reinforced Cuffs: Grey Suede for Classix Metro Coat	$0.00
Globe	Classix Metro Coat F: Accessories	12. Reinforced Cuffs: Self Material for Classix Metro Coat	$8.26

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat F: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Coat	$19.71
Globe	Classix Metro Coat F: Accessories	13. Reinforced Elbows: Black Suede for Classix Metro Coat	$13.59
Globe	Classix Metro Coat F: Accessories	13. Reinforced Elbows: DRAGONHIDE for Classix Metro Coat	$22.71
Globe	Classix Metro Coat F: Accessories	13. Reinforced Elbows: Grey Suede for Classix Metro Coat	$12.51
Globe	Classix Metro Coat F: Accessories	13. Reinforced Elbows: Self Material for Classix Metro Coat	$23.59
Globe	Classix Metro Coat F: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Coat	$10.03
Globe	Classix Metro Coat F: Accessories	14. Reinforced Shoulders: Black Suede for Classix Metro Coat	$10.19
Globe	Classix Metro Coat F: Accessories	14. Reinforced Shoulders: DRAGONHIDE for Classix Metro Coat	$13.00
Globe	Classix Metro Coat F: Accessories	14. Reinforced Shoulders: Grey Suede for Classix Metro Coat	$9.28
Globe	Classix Metro Coat F: Accessories	14. Reinforced Shoulders: Padded for Classix Metro Coat	$9.81
Globe	Classix Metro Coat F: Accessories	14. Reinforced Shoulders: Self Material for Classix Metro Coat	$13.04
Globe	Classix Metro Coat F: Accessories	15. Reinforced Upper Back: Padded for Classix Metro Coat	$9.61
Globe	Classix Metro Coat F: Accessories	15. Reinforced Upper Back: Self Material for Classix Metro Coat	$20.32
Globe	Classix Metro Coat F: Accessories	16. Misc.: Custom Printed Patch for Classix Metro Coat	$22.22
Globe	Classix Metro Coat F: Accessories	16. Misc.: Embroidered Flag for Classix Metro Coat	$10.97
Globe	Classix Metro Coat F: Accessories	16. Misc.: Individual Box for Classix Metro Coat	$3.40
Globe	Classix Metro Coat F: Accessories	16. Misc.: Liner Alert at Hem for Classix Metro Coat	$24.47
Globe	Classix Metro Coat G	G. Classix Metro-style Coat, Advance	$588.47
Globe	Classix Metro Coat G	G. Classix Metro-style Coat, Black PCA Advance	$586.14
Globe	Classix Metro Coat G	G. Classix Metro-style Coat, Nomex	$526.53
Globe	Classix Metro Coat G: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Metro Coat	$272.91

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat G: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Metro Coat	$236.09
Globe	Classix Metro Coat G: Accessories	01. Thermal Liner: Q-8 for Classix Metro Coat	$185.83
Globe	Classix Metro Coat G: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Metro Coat	$301.54
Globe	Classix Metro Coat G: Accessories	01. Thermal Liner: QUANTUM4i for Classix Metro Coat	$328.42
Globe	Classix Metro Coat G: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Metro Coat	$334.27
Globe	Classix Metro Coat G: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Metro Coat	$222.07
Globe	Classix Metro Coat G: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Metro Coat	$144.93
Globe	Classix Metro Coat G: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Metro Coat	$130.90
Globe	Classix Metro Coat G: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Metro Coat	$217.39
Globe	Classix Metro Coat G: Accessories	03. TRIM: HV for Classix Metro Coat	$120.83
Globe	Classix Metro Coat G: Accessories	03. TRIM: HV II for Classix Metro Coat	$114.46
Globe	Classix Metro Coat G: Accessories	03. TRIM: NFPA Basic Classix Metro Coat	$78.71
Globe	Classix Metro Coat G: Accessories	03. TRIM: NFPA HV for Classix Metro Coat	$96.10
Globe	Classix Metro Coat G: Accessories	03. TRIM: NFPA HV II for Classix Metro Coat	$90.80
Globe	Classix Metro Coat G: Accessories	03. TRIM: NFPA Vert for Classix Metro Coat	$85.15
Globe	Classix Metro Coat G: Accessories	03. TRIM: NFPA Vert II for Classix Metro Coat	$79.86
Globe	Classix Metro Coat G: Accessories	03. TRIM: NYC for Classix Metro Coat	$103.45
Globe	Classix Metro Coat G: Accessories	03. TRIM: Project FIRES for Classix Metro Coat	$109.88
Globe	Classix Metro Coat G: Accessories	03. TRIM: Project FIRES II for Classix Metro Coat	$103.52
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM :NFPA HV II for Classix Metro Coat	$94.99
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: HV for Classix Metro Coat	$126.76
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: HV II for Classix Metro Coat	$119.65

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: NFPA Basic Classix Metro Coat	$82.41
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: NFPA HV for Classix Metro Coat	$100.57
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: NFPA Vert for Classix Metro Coat	$89.10
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: NFPA Vert II for Classix Metro Coat	$83.52
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: NYC for Classix Metro Coat	$108.12
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: Project FIRES for Classix Metro Coat	$114.85
Globe	Classix Metro Coat G: Accessories	03. Triple TRIM: Project FIRES II for Classix Metro Coat	$108.19
Globe	Classix Metro Coat G: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Metro Coat	$1.70
Globe	Classix Metro Coat G: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for Classix Metro Coat	$1.70
Globe	Classix Metro Coat G: Accessories	05. Letter Patch: Hanging 5x20 for Classix Metro Coat	$26.30
Globe	Classix Metro Coat G: Accessories	05. Letter Patch: Sew-On for Classix Metro Coat	$12.28
Globe	Classix Metro Coat G: Accessories	05. Letter Patch: Velcro for Classix Metro Coat	$44.34
Globe	Classix Metro Coat G: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for Classix Metro Coat	$19.12
Globe	Classix Metro Coat G: Accessories	06. Pockets, Side: 2x8x8 Expansion for Classix Metro Coat	$17.39
Globe	Classix Metro Coat G: Accessories	06. Pockets, Side: End of Flap Silizone for Classix Metro Coat	$21.83
Globe	Classix Metro Coat G: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for Classix Metro Coat	$24.83
Globe	Classix Metro Coat G: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for Classix Metro Coat	$0.00
Globe	Classix Metro Coat G: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for Classix Metro Coat	$0.00
Globe	Classix Metro Coat G: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for Classix Metro Coat	$3.72
Globe	Classix Metro Coat G: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for Classix Metro Coat	$19.73

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat G: Accessories	07. Closure: 8C Zipper In/Velcro Out for Classix Metro Coat	$0.00
Globe	Classix Metro Coat G: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for Classix Metro Coat	$26.73
Globe	Classix Metro Coat G: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for Classix Metro Coat	$26.73
Globe	Classix Metro Coat G: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for Classix Metro Coat	$1.76
Globe	Classix Metro Coat G: Accessories	08. Pockets, Extra: Dual Action 9x9 for Classix Metro Coat	
Globe	Classix Metro Coat G: Accessories	09. Other: Clip, Universal for Classix Metro Coat	$7.19
Globe	Classix Metro Coat G: Accessories	09. Other: Flashlight Holder, Sunlance for Classix Metro Coat	$11.99
Globe	Classix Metro Coat G: Accessories	09. Other: Flashlight Holder, Survivor for Classix Metro Coat	$12.09
Globe	Classix Metro Coat G: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for Classix Metro Coat	$7.81
Globe	Classix Metro Coat G: Accessories	09. Other: Snap, Helmet for Classix Metro Coat	$4.58
Globe	Classix Metro Coat G: Accessories	09. Other: Strap, Hanging w/ D for Classix Metro Coat	$3.10
Globe	Classix Metro Coat G: Accessories	09. Other: Strap: Self Mic for Classix Metro Coat	$1.99
Globe	Classix Metro Coat G: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for Classix Metro Coat	$52.93
Globe	Classix Metro Coat G: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for Classix Metro Coat	$56.92
Globe	Classix Metro Coat G: Accessories	09. Pockets, Extra: Radio for Classix Metro Coat	$34.64
Globe	Classix Metro Coat G: Accessories	10. Wristers: 4” NOMEX for Classix Metro Coat	$0.00
Globe	Classix Metro Coat G: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for Classix Metro Coat	$5.59
Globe	Classix Metro Coat G: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for Classix Metro Coat	$5.10
Globe	Classix Metro Coat G: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for Classix Metro Coat	$4.96
Globe	Classix Metro Coat G: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for Classix Metro Coat	$19.21
Globe	Classix Metro Coat G: Accessories	10. Wristers: Nomex (grey) for Classix Metro Coat	$2.06

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat G: Accessories	10. Wristers: Thumb Loops (add to wrister price) for Classix Metro Coat	$10.45
Globe	Classix Metro Coat G: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for Classix Metro Coat	$19.14
Globe	Classix Metro Coat G: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for Classix Metro Coat	$17.32
Globe	Classix Metro Coat G: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for Classix Metro Coat	$24.18
Globe	Classix Metro Coat G: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for Classix Metro Coat	$14.90
Globe	Classix Metro Coat G: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Coat	$6.50
Globe	Classix Metro Coat G: Accessories	12. Reinforced Cuffs: Black Suede for Classix Metro Coat	$1.11
Globe	Classix Metro Coat G: Accessories	12. Reinforced Cuffs: DRAGONHIDE for Classix Metro Coat	$6.80
Globe	Classix Metro Coat G: Accessories	12. Reinforced Cuffs: Grey Suede for Classix Metro Coat	$0.00
Globe	Classix Metro Coat G: Accessories	12. Reinforced Cuffs: Self Material for Classix Metro Coat	$2.88
Globe	Classix Metro Coat G: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Coat	$19.71
Globe	Classix Metro Coat G: Accessories	13. Reinforced Elbows: Black Suede for Classix Metro Coat	$13.59
Globe	Classix Metro Coat G: Accessories	13. Reinforced Elbows: DRAGONHIDE for Classix Metro Coat	$22.71
Globe	Classix Metro Coat G: Accessories	13. Reinforced Elbows: Grey Suede for Classix Metro Coat	$12.51
Globe	Classix Metro Coat G: Accessories	13. Reinforced Elbows: Self Material for Classix Metro Coat	$15.85
Globe	Classix Metro Coat G: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Coat	$10.03
Globe	Classix Metro Coat G: Accessories	14. Reinforced Shoulders: Black Suede for Classix Metro Coat	$10.19

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Coat G: Accessories	14. Reinforced Shoulders: DRAGONHIDE for Classix Metro Coat	$13.00
Globe	Classix Metro Coat G: Accessories	14. Reinforced Shoulders: Grey Suede for Classix Metro Coat	$9.28
Globe	Classix Metro Coat G: Accessories	14. Reinforced Shoulders: Padded for Classix Metro Coat	$9.81
Globe	Classix Metro Coat G: Accessories	14. Reinforced Shoulders: Self Material for Classix Metro Coat	$8.82
Globe	Classix Metro Coat G: Accessories	15. Reinforced Upper Back: Padded for Classix Metro Coat	$9.61
Globe	Classix Metro Coat G: Accessories	15. Reinforced Upper Back: Self Material for Classix Metro Coat	$11.83
Globe	Classix Metro Coat G: Accessories	16. Misc.: Custom Printed Patch for Classix Metro Coat	$22.22
Globe	Classix Metro Coat G: Accessories	16. Misc.: Embroidered Flag for Classix Metro Coat	$10.97
Globe	Classix Metro Coat G: Accessories	16. Misc.: Individual Box for Classix Metro Coat	$3.40
Globe	Classix Metro Coat G: Accessories	16. Misc.: Liner Alert at Hem for Classix Metro Coat	$20.16
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, Kombat Flex (black)	$389.20
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, Kombat Flex (gold)	$366.41
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, Millenia XT	$393.29
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, PBI MAX (black)	$400.30
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, PBI MAX (gold)	$375.76
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, PBI XT (black)	$392.12
Globe	Classix Metro Pant F	F. Classix Metro-style Pant, PBI XT (gold)	$368.75
Globe	Classix Metro Pant F: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Metro Pant	$217.39
Globe	Classix Metro Pant F: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Metro Pant	$185.25
Globe	Classix Metro Pant F: Accessories	01. Thermal Liner: Q-8 for Classix Metro Pant	$140.25
Globe	Classix Metro Pant F: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Metro Pant	$241.93

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Pant F: Accessories	01. Thermal Liner: QUANTUM4i for Classix Metro Pant	$265.31
Globe	Classix Metro Pant F: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Metro Pant	$283.43
Globe	Classix Metro Pant F: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Metro Pant	$188.17
Globe	Classix Metro Pant F: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Metro Pant	$125.06
Globe	Classix Metro Pant F: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Metro Pant	$113.95
Globe	Classix Metro Pant F: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Metro Pant	$185.25
Globe	Classix Metro Pant F: Accessories	03. Trim: 3in Scotchlite around cuffs for Classix Metro Pant	$22.48
Globe	Classix Metro Pant F: Accessories	03. Trim: 3in Scotchlite down leg for Classix Metro Pant	$33.78
Globe	Classix Metro Pant F: Accessories	03. Trim: 3in Triple Trim around cuffs for Classix Metro Pant	$23.59
Globe	Classix Metro Pant F: Accessories	03. Trim: 3in Triple Trim down leg for Classix Metro Pant	$35.48
Globe	Classix Metro Pant F: Accessories	06. Closure: Velcro Fly for Classix Metro Pant	
Globe	Classix Metro Pant F: Accessories	06. Closure: Zipper/Velcro Fly for Classix Metro Pant	$20.65
Globe	Classix Metro Pant F: Accessories	07. Pockets, Side: 2x10x10 Expansion for Classix Metro Pant	$99.20
Globe	Classix Metro Pant F: Accessories	07. Pockets, Side: 3-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Metro Pant	$22.05
Globe	Classix Metro Pant F: Accessories	07. Pockets, Side: 6-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Metro Pant	$22.05
Globe	Classix Metro Pant F: Accessories	07. Pockets, Side: Split Flap for Classix Metro Pant	$8.43
Globe	Classix Metro Pant F: Accessories	07. Side Pockets: Pocket Divider (self material) for Classix Metro Pant	$6.53
Globe	Classix Metro Pant F: Accessories	08. Reinforced Pockets (expansion): ARA-SHIELD for Classix Metro Pant	$19.14
Globe	Classix Metro Pant F: Accessories	08. Reinforced Pockets (expansion): black Suede for Classix Metro Pant	$17.32

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Pant F: Accessories	08. Reinforced Pockets (expansion): Dragonhide for Classix Metro Pant	$24.18
Globe	Classix Metro Pant F: Accessories	08. Reinforced Pockets (expansion): grey Suede for Classix Metro Pant	$14.90
Globe	Classix Metro Pant F: Accessories	08. Reinforced Pockets (expansion): Twill Pouch (Kevlar) for Classix Metro Pant	$24.83
Globe	Classix Metro Pant F: Accessories	09. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Pant	$7.12
Globe	Classix Metro Pant F: Accessories	09. Reinforced Cuffs: black Suede for Classix Metro Pant	$1.60
Globe	Classix Metro Pant F: Accessories	09. Reinforced Cuffs: Dragonhide for Classix Metro Pant	$19.24
Globe	Classix Metro Pant F: Accessories	09. Reinforced Cuffs: grey Suede for Classix Metro Pant	$0.00
Globe	Classix Metro Pant F: Accessories	09. Reinforced Cuffs: Self Material for Classix Metro Pant	$16.92
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Pant	$43.40
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: black Suede for Classix Metro Pant	$21.14
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: Dragonhide for Classix Metro Pant	$51.50
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Liner Knee for Classix Metro Pant	$7.68
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Outer Shell for Classix Metro Pant	$10.19
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: grey Suede for Classix Metro Pant	$18.10
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: Padded Knees (Stedprene & Thermal Liner) for Classix Metro Pant	$12.87
Globe	Classix Metro Pant F: Accessories	10. Reinforced Knees: SILIZONE Padding for Classix Metro Pant	$33.23
Globe	Classix Metro Pant F: Accessories	11. Knees (removable): Self material for Classix Metro Pant	$34.93
Globe	Classix Metro Pant F: Accessories	11. Reinforced Knees (removable): ARA-SHIELD (Black, Grey, Gold) for Classix Metro Pant	$43.40

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Pant F: Accessories	12. Bib: 3" Back Bib for Classix Metro Pant	$16.80
Globe	Classix Metro Pant F: Accessories	12. Bib: 6" Back Bib for Classix Metro Pant	$23.98
Globe	Classix Metro Pant F: Accessories	12. Bib: No Bib for Classix Metro Pant	$0.00
Globe	Classix Metro Pant F: Accessories	13. Suspenders: Black Padded Ripcord H-Back for Classix Metro Pant	$0.00
Globe	Classix Metro Pant F: Accessories	13. Suspenders: X-Back Suspenders for Classix Metro Pant	$0.00
Globe	Classix Metro Pant F: Accessories	14. Misc.: Individual Box for Classix Metro Pant	$3.40
Globe	Classix Metro Pant F: Accessories	14. Misc.: Liner Alert at Cuffs for Classix Metro Pant	$24.47
Globe	Classix Metro Pant F: Accessories	14. Misc.: Rappelling Harness Loops (ARA-SHIELD) for Classix Metro Pant	$37.90
Globe	Classix Metro Pant F: Accessories	14. Misc.: Spanner Pocket w/Suede for Classix Metro Pant	$36.96
Globe	Classix Metro Pant F: Accessories	14. Misc.: Utility Loops for Classix Metro Pant	$35.95
Globe	Classix Metro Pant F: Accessories	14. Misc.: Water Proof Dam at Cuffs for Classix Metro Pant	$27.05
Globe	Classix Metro Pant G	G. Classix Metro-style Pant, Advance	$277.00
Globe	Classix Metro Pant G	G. Classix Metro-style Pant, Black PCA Advance	$291.61
Globe	Classix Metro Pant G	G. Classix Metro-style Pant, Nomex	$254.21
Globe	Classix Metro Pant G: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Metro Pant	$217.39
Globe	Classix Metro Pant G: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Metro Pant	$185.25
Globe	Classix Metro Pant G: Accessories	01. Thermal Liner: Q-8 for Classix Metro Pant	$140.25
Globe	Classix Metro Pant G: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Metro Pant	$241.93
Globe	Classix Metro Pant G: Accessories	01. Thermal Liner: QUANTUM4i for Classix Metro Pant	$265.31
Globe	Classix Metro Pant G: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Metro Pant	$283.43
Globe	Classix Metro Pant G: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Metro Pant	$188.17
Globe	Classix Metro Pant G: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Metro Pant	$125.06

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Pant G: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Metro Pant	$113.95
Globe	Classix Metro Pant G: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Metro Pant	$185.25
Globe	Classix Metro Pant G: Accessories	03. Trim: 3in Scotchlite around cuffs for Classix Metro Pant	$22.48
Globe	Classix Metro Pant G: Accessories	03. Trim: 3in Scotchlite down leg for Classix Metro Pant	$33.78
Globe	Classix Metro Pant G: Accessories	03. Trim: 3in Triple Trim around cuffs for Classix Metro Pant	$23.59
Globe	Classix Metro Pant G: Accessories	03. Trim: 3in Triple Trim down leg for Classix Metro Pant	$35.48
Globe	Classix Metro Pant G: Accessories	06. Closure: Velcro Fly for Classix Metro Pant	$0.00
Globe	Classix Metro Pant G: Accessories	06. Closure: Zipper/Velcro Fly for Classix Metro Pant	$20.65
Globe	Classix Metro Pant G: Accessories	07. Pockets, Side: 2x10x10 Expansion for Classix Metro Pant	$66.19
Globe	Classix Metro Pant G: Accessories	07. Pockets, Side: 3-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Metro Pant	$22.05
Globe	Classix Metro Pant G: Accessories	07. Pockets, Side: 6-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Metro Pant	$22.05
Globe	Classix Metro Pant G: Accessories	07. Pockets, Side: Split Flap for Classix Metro Pant	$8.43
Globe	Classix Metro Pant G: Accessories	07. Side Pockets: Pocket Divider (self material) for Classix Metro Pant	$6.53
Globe	Classix Metro Pant G: Accessories	08. Reinforced Pockets (expansion): ARA-SHIELD for Classix Metro Pant	$19.14
Globe	Classix Metro Pant G: Accessories	08. Reinforced Pockets (expansion): black Suede for Classix Metro Pant	$17.32
Globe	Classix Metro Pant G: Accessories	08. Reinforced Pockets (expansion): Dragonhide for Classix Metro Pant	$24.18
Globe	Classix Metro Pant G: Accessories	08. Reinforced Pockets (expansion): grey Suede for Classix Metro Pant	$14.90
Globe	Classix Metro Pant G: Accessories	08. Reinforced Pockets (expansion): Twill Pouch (Kevlar) for Classix Metro Pant	$24.83

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Pant G: Accessories	09. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Pant	$7.12
Globe	Classix Metro Pant G: Accessories	09. Reinforced Cuffs: black Suede for Classix Metro Pant	$1.60
Globe	Classix Metro Pant G: Accessories	09. Reinforced Cuffs: Dragonhide for Classix Metro Pant	$19.24
Globe	Classix Metro Pant G: Accessories	09. Reinforced Cuffs: grey Suede for Classix Metro Pant	$0.00
Globe	Classix Metro Pant G: Accessories	09. Reinforced Cuffs: Self Material for Classix Metro Pant	$6.70
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: ARA-SHIELD (Black, Grey, Gold) for Classix Metro Pant	$43.40
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: black Suede for Classix Metro Pant	$21.14
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: Dragonhide for Classix Metro Pant	$51.50
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Liner Knee for Classix Metro Pant	$7.68
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Outer Shell for Classix Metro Pant	$10.19
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: grey Suede for Classix Metro Pant	$18.10
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: Padded Knees (Stedprene & Thermal Liner) for Classix Metro Pant	$12.87
Globe	Classix Metro Pant G: Accessories	10. Reinforced Knees: SILIZONE Padding for Classix Metro Pant	$33.23
Globe	Classix Metro Pant G: Accessories	11. Knees (removable): Self material for Classix Metro Pant	$34.93
Globe	Classix Metro Pant G: Accessories	11. Reinforced Knees (removable): ARA-SHIELD (Black, Grey, Gold) for Classix Metro Pant	$43.40
Globe	Classix Metro Pant G: Accessories	12. Bib: 3" Back Bib for Classix Metro Pant	$12.48
Globe	Classix Metro Pant G: Accessories	12. Bib: 6" Back Bib for Classix Metro Pant	$17.48
Globe	Classix Metro Pant G: Accessories	12. Bib: No Bib for Classix Metro Pant	$0.00

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Metro Pant G: Accessories	13. Suspenders: Black Padded Ripcord H-Back for Classix Metro Pant	$0.00
Globe	Classix Metro Pant G: Accessories	13. Suspenders: X-Back Suspenders for Classix Metro Pant	$0.00
Globe	Classix Metro Pant G: Accessories	14. Misc.: Individual Box for Classix Metro Pant	$3.40
Globe	Classix Metro Pant G: Accessories	14. Misc.: Liner Alert at Cuffs for Classix Metro Pant	$20.20
Globe	Classix Metro Pant G: Accessories	14. Misc.: Rappelling Harness Loops (ARA-SHIELD) for Classix Metro Pant	$35.29
Globe	Classix Metro Pant G: Accessories	14. Misc.: Spanner Pocket w/Suede for Classix Metro Pant	$29.15
Globe	Classix Metro Pant G: Accessories	14. Misc.: Utility Loops for Classix Metro Pant	$27.45
Globe	Classix Metro Pant G: Accessories	14. Misc.: Water Proof Dam at Cuffs for Classix Metro Pant	$27.05
Globe	Classix Pant F	F. Classix-style Pant, Kombat Flex (black)	$389.20
Globe	Classix Pant F	F. Classix-style Pant, Kombat Flex (gold)	$366.41
Globe	Classix Pant F	F. Classix-style Pant, Millenia XT	$393.29
Globe	Classix Pant F	F. Classix-style Pant, PBI MAX (black)	$400.30
Globe	Classix Pant F	F. Classix-style Pant, PBI MAX (gold)	$375.76
Globe	Classix Pant F	F. Classix-style Pant, PBI XT (black)	$392.12
Globe	Classix Pant F	F. Classix-style Pant, PBI XT (gold)	$368.75
Globe	Classix Pant F	F. Classix-style Pant, Ultra	$330.76
Globe	Classix Pant F: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Pant	$217.39
Globe	Classix Pant F: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Pant	$185.25
Globe	Classix Pant F: Accessories	01. Thermal Liner: Q-8 for Classix Pant	$140.25
Globe	Classix Pant F: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Pant	$241.93
Globe	Classix Pant F: Accessories	01. Thermal Liner: QUANTUM4i for Classix Pant	$265.31
Globe	Classix Pant F: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Pant	$283.43
Globe	Classix Pant F: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Pant	$188.17

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Pant F: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Pant	$125.06
Globe	Classix Pant F: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Pant	$113.95
Globe	Classix Pant F: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Pant	$185.25
Globe	Classix Pant F: Accessories	03. Trim: 3in Scotchlite around cuffs for Classix Pant	$22.48
Globe	Classix Pant F: Accessories	03. Trim: 3in Scotchlite down leg for Classix Pant	$33.78
Globe	Classix Pant F: Accessories	03. Trim: 3in Triple Trim around cuffs for Classix Pant	$23.59
Globe	Classix Pant F: Accessories	03. Trim: 3in Triple Trim down leg for Classix Pant	$35.48
Globe	Classix Pant F: Accessories	06. Closure: Hook and Loop Fly for Classix Pant	
Globe	Classix Pant F: Accessories	06. Closure: Zipper/Velcro Fly for Classix Pant	$6.47
Globe	Classix Pant F: Accessories	07. Pockets, Side: 2x10x10 Expansion for Classix Pant	$99.20
Globe	Classix Pant F: Accessories	07. Pockets, Side: 3-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Pant	$22.05
Globe	Classix Pant F: Accessories	07. Pockets, Side: 6-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Pant	$22.05
Globe	Classix Pant F: Accessories	07. Pockets, Side: Split Flap for Classix Pant	$12.61
Globe	Classix Pant F: Accessories	07. Side Pockets: Pocket Divider (self material) for Classix Pant	$10.75
Globe	Classix Pant F: Accessories	08. Reinforced Pockets (expansion): ARA-SHIELD for Classix Pant	$19.14
Globe	Classix Pant F: Accessories	08. Reinforced Pockets (expansion): black Suede for Classix Pant	$17.32
Globe	Classix Pant F: Accessories	08. Reinforced Pockets (expansion): Dragonhide for Classix Pant	$24.18
Globe	Classix Pant F: Accessories	08. Reinforced Pockets (expansion): grey Suede for Classix Pant	$14.90
Globe	Classix Pant F: Accessories	08. Reinforced Pockets (expansion): Twill Pouch (Kevlar) for Classix Pant	$24.83

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Pant F: Accessories	09. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Pant	$7.12
Globe	Classix Pant F: Accessories	09. Reinforced Cuffs: black Suede for Classix Pant	$1.60
Globe	Classix Pant F: Accessories	09. Reinforced Cuffs: Dragonhide for Classix Pant	$19.24
Globe	Classix Pant F: Accessories	09. Reinforced Cuffs: grey Suede for Classix Pant	$0.00
Globe	Classix Pant F: Accessories	09. Reinforced Cuffs: Self Material for Classix Pant	$16.92
Globe	Classix Pant F: Accessories	10. Reinforced Knees (removeable): Padding for Classix Pant	$12.87
Globe	Classix Pant F: Accessories	10. Reinforced Knees: ARA-SHIELD (Black, Grey, Gold) for Classix Pant	$21.63
Globe	Classix Pant F: Accessories	10. Reinforced Knees: black Suede for Classix Pant	$21.14
Globe	Classix Pant F: Accessories	10. Reinforced Knees: Dragonhide for Classix Pant	$27.45
Globe	Classix Pant F: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Liner Knee for Classix Pant	$10.19
Globe	Classix Pant F: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Outer Shell for Classix Pant	$7.68
Globe	Classix Pant F: Accessories	10. Reinforced Knees: grey Suede for Classix Pant	$18.10
Globe	Classix Pant F: Accessories	10. Reinforced Knees: Padded Knees (Stedprene & Thermal Liner) for Classix Pant	$12.87
Globe	Classix Pant F: Accessories	10. Reinforced Knees: SILIZONE Padding for Classix Pant	$33.23
Globe	Classix Pant F: Accessories	11. Knees (removable): Self material for Classix Pant	$51.37
Globe	Classix Pant F: Accessories	11. Reinforced Knees (removable): ARA-SHIELD (Black, Grey, Gold) for Classix Pant	$43.40
Globe	Classix Pant F: Accessories	11. Reinforced Knees (removable): black Suede for Classix Pant	$30.13
Globe	Classix Pant F: Accessories	11. Reinforced Knees (removable): Dragonhide for Classix Pant	$51.50
Globe	Classix Pant F: Accessories	11. Reinforced Knees (removable): Silizone for Classix Pant	$33.23

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Pant F: Accessories	12. Bib: 3" Back Bib for Classix Pant	$16.80
Globe	Classix Pant F: Accessories	12. Bib: 6" Back Bib for Classix Pant	$23.98
Globe	Classix Pant F: Accessories	12. Bib: No Bib for Classix Pant	$0.00
Globe	Classix Pant F: Accessories	13. Suspenders: Black Padded Ripcord H-Back for Classix Pant	$0.00
Globe	Classix Pant F: Accessories	13. Suspenders: Black Padded Ripcord H-Back for Classix Pant w/Trim	$11.12
Globe	Classix Pant F: Accessories	13. Suspenders: X-Back Suspenders for Classix Pant	$0.00
Globe	Classix Pant F: Accessories	13. Suspenders: X-Back Suspenders for Classix Pant w/ Trim	$11.12
Globe	Classix Pant F: Accessories	14. Misc.: Individual Box for Classix Pant	$3.40
Globe	Classix Pant F: Accessories	14. Misc.: Liner Alert at Cuffs for Classix Pant	$24.47
Globe	Classix Pant F: Accessories	14. Misc.: Rappelling Harness Loops (ARA-SHIELD) for Classix Pant	$37.94
Globe	Classix Pant F: Accessories	14. Misc.: Spanner Pocket w/Suede for Classix Pant	$36.96
Globe	Classix Pant F: Accessories	14. Misc.: Utility Loops for Classix Pant	$35.95
Globe	Classix Pant F: Accessories	14. Misc.: Water Proof Dam at Cuffs for Classix Pant	$27.05
Globe	Classix Pant G	G. Classix-style Pant, Advance	$274.92
Globe	Classix Pant G	G. Classix-style Pant, Black PCA Advance	$291.61
Globe	Classix Pant G	G. Classix-style Pant, Nomex	$254.21
Globe	Classix Pant G: Accessories	01. Thermal Liner: CALDURA SL2i for Classix Pant	$217.39
Globe	Classix Pant G: Accessories	01. Thermal Liner: DEFENDER M SL2 for Classix Pant	$185.25
Globe	Classix Pant G: Accessories	01. Thermal Liner: Q-8 for Classix Pant	$140.25
Globe	Classix Pant G: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Classix Pant	$241.93
Globe	Classix Pant G: Accessories	01. Thermal Liner: QUANTUM4i for Classix Pant	$265.31
Globe	Classix Pant G: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Classix Pant	$283.43
Globe	Classix Pant G: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Classix Pant	$188.17

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Pant G: Accessories	02. Moisture Barrier: GORE RT7100 for Classix Pant	$125.06
Globe	Classix Pant G: Accessories	02. Moisture Barrier: STEDAIR 3000 for Classix Pant	$113.95
Globe	Classix Pant G: Accessories	02. Moisture Barrier: STEDAIR GOLD for Classix Pant	$185.25
Globe	Classix Pant G: Accessories	03. Trim: 3in Scotchlite around cuffs for Classix Pant	$22.48
Globe	Classix Pant G: Accessories	03. Trim: 3in Scotchlite down leg for Classix Pant	$33.78
Globe	Classix Pant G: Accessories	03. Trim: 3in Triple Trim around cuffs for Classix Pant	$23.59
Globe	Classix Pant G: Accessories	03. Trim: 3in Triple Trim down leg for Classix Pant	$35.48
Globe	Classix Pant G: Accessories	06. Closure: Hook and Loop Fly for Classix Pant	
Globe	Classix Pant G: Accessories	06. Closure: Zipper/Velcro Fly for Classix Pant	$6.47
Globe	Classix Pant G: Accessories	07. Pockets, Side: 2x10x10 Expansion for Classix Pant	$66.19
Globe	Classix Pant G: Accessories	07. Pockets, Side: 3-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Pant	$22.05
Globe	Classix Pant G: Accessories	07. Pockets, Side: 6-Tool Compartment (ARA-SHIELD, Kevlar, Suede) for Classix Pant	$22.05
Globe	Classix Pant G: Accessories	07. Pockets, Side: Split Flap for Classix Pant	$8.43
Globe	Classix Pant G: Accessories	07. Side Pockets: Pocket Divider (self material) for Classix Pant	$6.53
Globe	Classix Pant G: Accessories	08. Reinforced Pockets (expansion): ARA-SHIELD for Classix Pant	$19.14
Globe	Classix Pant G: Accessories	08. Reinforced Pockets (expansion): black Suede for Classix Pant	$17.32
Globe	Classix Pant G: Accessories	08. Reinforced Pockets (expansion): Dragonhide for Classix Pant	$24.18
Globe	Classix Pant G: Accessories	08. Reinforced Pockets (expansion): grey Suede for Classix Pant	$14.90
Globe	Classix Pant G: Accessories	08. Reinforced Pockets (expansion): Twill Pouch (Kevlar) for Classix Pant	$24.83

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Pant G: Accessories	09. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Classix Pant	$7.12
Globe	Classix Pant G: Accessories	09. Reinforced Cuffs: black Suede for Classix Pant	$1.60
Globe	Classix Pant G: Accessories	09. Reinforced Cuffs: Dragonhide for Classix Pant	$19.24
Globe	Classix Pant G: Accessories	09. Reinforced Cuffs: grey Suede for Classix Pant	$0.00
Globe	Classix Pant G: Accessories	09. Reinforced Cuffs: Self Material for Classix Pant	$6.70
Globe	Classix Pant G: Accessories	10. Reinforced Knees: ARA-SHIELD (Black, Grey, Gold) for Classix Pant	$21.63
Globe	Classix Pant G: Accessories	10. Reinforced Knees: black Suede for Classix Pant	$21.14
Globe	Classix Pant G: Accessories	10. Reinforced Knees: Dragonhide for Classix Pant	$27.45
Globe	Classix Pant G: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Liner Knee for Classix Pant	$10.19
Globe	Classix Pant G: Accessories	10. Reinforced Knees: Extra Layer #76 Knee Padding on Outer Shell for Classix Pant	$7.68
Globe	Classix Pant G: Accessories	10. Reinforced Knees: grey Suede for Classix Pant	$18.10
Globe	Classix Pant G: Accessories	10. Reinforced Knees: Padded Knees (Stedprene & Thermal Liner) for Classix Pant	$12.87
Globe	Classix Pant G: Accessories	10. Reinforced Knees: Padding for Classix Pant	$12.87
Globe	Classix Pant G: Accessories	10. Reinforced Knees: SILIZONE Padding for Classix Pant	$33.23
Globe	Classix Pant G: Accessories	11. Knees (removable): Self material for Classix Pant	$34.93
Globe	Classix Pant G: Accessories	11. Reinforced Knees (removable): ARA-SHIELD (Black, Grey, Gold) for Classix Pant	$43.40
Globe	Classix Pant G: Accessories	11. Reinforced Knees (removable): black Suede for Classix Pant	$30.13
Globe	Classix Pant G: Accessories	11. Reinforced Knees (removable): Dragonhide for Classix Pant	$51.50
Globe	Classix Pant G: Accessories	11. Reinforced Knees (removable): Silizone for Classix Pant	$33.23

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Classix Pant G: Accessories	12. Bib: 3" Back Bib for Classix Pant	$12.48
Globe	Classix Pant G: Accessories	12. Bib: 6" Back Bib for Classix Pant	$17.48
Globe	Classix Pant G: Accessories	12. Bib: No Bib for Classix Pant	$0.00
Globe	Classix Pant G: Accessories	13. Suspenders: Black Padded Ripcord H-Back for Classix Pant	$0.00
Globe	Classix Pant G: Accessories	13. Suspenders: Black Padded Ripcord H-Back for Classix Pant w/Trim	$11.12
Globe	Classix Pant G: Accessories	13. Suspenders: X-Back Suspenders for Classix Pant	$0.00
Globe	Classix Pant G: Accessories	13. Suspenders: X-Back Suspenders for Classix Pant w/ Trim	$11.12
Globe	Classix Pant G: Accessories	14. Misc.: Individual Box for Classix Pant	$3.40
Globe	Classix Pant G: Accessories	14. Misc.: Liner Alert at Cuffs for Classix Pant	$20.20
Globe	Classix Pant G: Accessories	14. Misc.: Rappelling Harness Loops (ARA-SHIELD) for Classix Pant	$37.94
Globe	Classix Pant G: Accessories	14. Misc.: Spanner Pocket w/Suede for Classix Pant	$29.15
Globe	Classix Pant G: Accessories	14. Misc.: Utility Loops for Classix Pant	$27.45
Globe	Classix Pant G: Accessories	14. Misc.: Water Proof Dam at Cuffs for Classix Pant	$27.05
Globe	GPS IH C	C. Turnout Pant, Advance (IH-ready)	$461.66
Globe	GPS IH C	C. Turnout Pant, Nomex (IH-ready)	$427.77
Globe	GPS IH C	C. Turnout Pant, Pioneer (IH-ready)	$456.40
Globe	GPS-IH C: Accessories	01. 53 Thermal Liner Quantum 3D 2Li 2-Layer	$286.93
Globe	GPS-IH C: Accessories	01. 57 Thermal Liner Caldura SL2i	$255.96
Globe	GPS-IH C: Accessories	01. 58 Thermal Liner Quantum4i	$315.57
Globe	GPS-IH C: Accessories	01. 60 Thermal Liner Defender M SL2	$219.73
Globe	GPS-IH C: Accessories	01. 81 Thermal Liner Defender M SL2 (CAMO)	$218.56
Globe	GPS-IH C: Accessories	01. N2 Thermal Liner Caldura W/Nomex NANO	$286.93
Globe	GPS-IH C: Accessories	02. D Moisture Barrier Gore RT7100	$150.19
Globe	GPS-IH C: Accessories	02. E Moisture Barrier Stedair 3000	$135.58
Globe	GPS-IH C: Accessories	02. F Moisture Barrier Crosstech 3-Layer	$331.93

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GPS-IH C: Accessories	02. G Moisture Barrier Crosstech Black	$222.07
Globe	GPS-IH C: Accessories	04. 3" Scotchlite Trim Around Cuffs	$22.48
Globe	GPS-IH C: Accessories	04. 3" Scotchlite TripleTrim Around Cuffs	$23.59
Globe	GPS-IH C: Accessories	05. Pocket Divider (Kevlar)	$6.53
Globe	GPS-IH C: Accessories	05. Scotchlite/Brilliance 2" & 3" L/Y, R/Y Letters	$1.70
Globe	GPS-IH C: Accessories	07. End Of Flap Silizone	$21.83
Globe	GPS-IH C: Accessories	07. Pocket Divider (Self Material)	$6.53
Globe	GPS-IH C: Accessories	07. Split Flap	$8.43
Globe	GPS-IH C: Accessories	07. Tool 3 Compartment	$22.05
Globe	GPS-IH C: Accessories	07. Tool 6 Compartment	$22.05
Globe	GPS-IH C: Accessories	07. Wallet Pocket	$12.51
Globe	GPS-IH C: Accessories	08. Zipper/Hook & Loop Fly Closure	$6.47
Globe	GPS-IH C: Accessories	09. Arashield (outside expansion pockets) (black, grey, gold)	$19.14
Globe	GPS-IH C: Accessories	09. Black Suede (outside expansion pockets)	$17.32
Globe	GPS-IH C: Accessories	09. Kevlar Twill (pouch)	$24.83
Globe	GPS-IH C: Accessories	10. Arashield Cuffs (black, grey, gold)	$7.12
Globe	GPS-IH C: Accessories	10. Black Suede Cuff Reinforcement	$1.60
Globe	GPS-IH C: Accessories	10. Dragonhide Cuffs	$19.24
Globe	GPS-IH C: Accessories	10. Grey Suede Cuffs (standard)	$28.43
Globe	GPS-IH C: Accessories	10. Self Material Cuffs	$6.70
Globe	GPS-IH C: Accessories	11. Arashield Knees (black, grey, gold)	$21.63
Globe	GPS-IH C: Accessories	11. Black Suede Knee Reinforcement	$21.14
Globe	GPS-IH C: Accessories	11. Dragonhide Knees (sewn)	$27.45
Globe	GPS-IH C: Accessories	11. Grey Suede Knee Reinforcement	$18.10
Globe	GPS-IH C: Accessories	11. Padded Knees (extra layer #76 knee padding on Liner Knee)	$7.68
Globe	GPS-IH C: Accessories	11. Padded Knees (extra layer #76 knee padding on Outer Shell)	$10.19
Globe	GPS-IH C: Accessories	11. Padded Knees (Stedprene and thermal liner)	$12.87
Globe	GPS-IH C: Accessories	11. Silizone Padded Knees	$33.23
Globe	GPS-IH C: Accessories	12. Arashield Knees (black, grey, gold)	$43.40
Globe	GPS-IH C: Accessories	12. Black Suede Knee Reinforcement	$30.13
Globe	GPS-IH C: Accessories	12. Dragonhide Knees	$51.50

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GPS-IH C: Accessories	12. Grey Suede Knees	$28.72
Globe	GPS-IH C: Accessories	12. Padding for Knees	$12.88
Globe	GPS-IH C: Accessories	12. Self Material Knees	$34.93
Globe	GPS-IH C: Accessories	12. Silizone Padding for Knees	$33.23
Globe	GPS-IH C: Accessories	13. Black padded ripcord H-back (standard)	$0.00
Globe	GPS-IH C: Accessories	13. Black padded ripcord H-back which trim	$11.12
Globe	GPS-IH C: Accessories	13. X-Back	$0.00
Globe	GPS-IH C: Accessories	13. X-Back w Trim	$11.12
Globe	GPS-IH C: Accessories	14. Arashield Rappelling Harness Loops	$37.94
Globe	GPS-IH C: Accessories	14. Arashield Rappelling Harness Loops w/ LH Fly	$42.16
Globe	GPS-IH C: Accessories	14. Globe Guard	$72.05
Globe	GPS-IH C: Accessories	14. Individual Box	$3.40
Globe	GPS-IH C: Accessories	14. Liner alert at cuffs	$20.20
Globe	GPS-IH C: Accessories	14. No Bib (standard)	$0.00
Globe	GPS-IH C: Accessories	14. Spanner Pocket w/ Suede	$29.15
Globe	GPS-IH C: Accessories	14. Utility Loops	$27.45
Globe	GPS-IH C: Accessories	14. Waterproof Dam at Cuffs	$27.05
Globe	GPS-IH D	D. Turnout Pant, Kombat Flex (IH-ready) (black)	$628.80
Globe	GPS-IH D	D. Turnout Pant, Kombat Flex (IH-ready) (gold)	$595.49
Globe	GPS-IH D	D. Turnout Pant, Millenia (IH-ready)	$635.22
Globe	GPS-IH D	D. Turnout Pant, PBI MAX (IH-ready) (gold)	$609.51
Globe	GPS-IH D	D. Turnout Pant, PBI MAX (IH-ready) (gold)	$646.33
Globe	GPS-IH D	D. Turnout Pant, PBI XT (IH-ready) (black)	$633.47
Globe	GPS-IH D	D. Turnout Pant, PBI XT (IH-ready) (gold)	$538.22
Globe	GPS-IH D	D. Turnout Pant, PBI XT (IH-ready) (gold)	$598.99
Globe	GPS-IH D	D. Turnout Pant, Ultra (IH-ready)	$542.89
Globe	GPS-IH D: Accessories	01. 53 Thermal Liner Quantum 3D 2Li 2-Layer	$286.93
Globe	GPS-IH D: Accessories	01. 57 Thermal Liner Caldura SL2i	$255.96
Globe	GPS-IH D: Accessories	01. 58 Thermal Liner Quantum4i	$315.57
Globe	GPS-IH D: Accessories	01. 60 Thermal Liner Defender M SL2	$219.73

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GPS-IH D: Accessories	01. 81 Thermal Liner Defender M SL2 (CAMO)	$218.56
Globe	GPS-IH D: Accessories	01. N2 Thermal Liner Caldura W/Nomex NANO	$286.93
Globe	GPS-IH D: Accessories	02. D Moisture Barrier Gore RT7100	$150.19
Globe	GPS-IH D: Accessories	02. E Moisture Barrier Stedair 3000	$135.58
Globe	GPS-IH D: Accessories	02. F Moisture Barrier Crosstech 3-Layer	$331.93
Globe	GPS-IH D: Accessories	02. G Moisture Barrier Crosstech Black	$222.07
Globe	GPS-IH D: Accessories	04. 3" Scotchlite Trim Around Cuffs	$22.48
Globe	GPS-IH D: Accessories	04. 3" Scotchlite TripleTrim Around Cuffs	$23.59
Globe	GPS-IH D: Accessories	05. Pocket Divider (Kevlar)	$6.53
Globe	GPS-IH D: Accessories	05. Scotchlite/Brilliance 2" & 3" L/Y, R/Y Letters	$1.70
Globe	GPS-IH D: Accessories	07. End Of Flap Silizone	$21.83
Globe	GPS-IH D: Accessories	07. Pocket Divider (Self Material)	$10.75
Globe	GPS-IH D: Accessories	07. Split Flap	$12.61
Globe	GPS-IH D: Accessories	07. Tool 3 Compartment	$22.05
Globe	GPS-IH D: Accessories	07. Tool 6 Compartment	$22.05
Globe	GPS-IH D: Accessories	07. Wallet Pocket	$16.82
Globe	GPS-IH D: Accessories	08. Zipper/Hook & Loop Fly Closure	$6.47
Globe	GPS-IH D: Accessories	09. Arashield (outside expansion pockets) (black, grey, gold)	$19.14
Globe	GPS-IH D: Accessories	09. Black Suede (outside expansion pockets)	$17.32
Globe	GPS-IH D: Accessories	09. Kevlar Twill (pouch)	$24.83
Globe	GPS-IH D: Accessories	10. Arashield Cuffs (black, grey, gold)	$7.12
Globe	GPS-IH D: Accessories	10. Black Suede Cuff Reinforcement	$1.60
Globe	GPS-IH D: Accessories	10. Dragonhide Cuffs	$19.24
Globe	GPS-IH D: Accessories	10. Grey Suede Cuffs (standard)	$28.43
Globe	GPS-IH D: Accessories	10. Self Material Cuffs	$16.92
Globe	GPS-IH D: Accessories	11. Arashield Knees (black, grey, gold)	$21.63
Globe	GPS-IH D: Accessories	11. Black Suede Knee Reinforcement	$21.14
Globe	GPS-IH D: Accessories	11. Dragonhide Knees (sewn)	$27.45
Globe	GPS-IH D: Accessories	11. Grey Suede Knee Reinforcement	$18.10
Globe	GPS-IH D: Accessories	11. Padded Knees (extra layer #76 knee padding on Liner Knee)	$7.68

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GPS-IH D: Accessories	11. Padded Knees (extra layer #76 knee padding on Outer Shell)	$10.19
Globe	GPS-IH D: Accessories	11. Padded Knees (Stedprene and thermal liner)	$12.87
Globe	GPS-IH D: Accessories	11. Silizone Padded Knees	$33.23
Globe	GPS-IH D: Accessories	12. Arashield Knees (black, grey, gold)	$43.40
Globe	GPS-IH D: Accessories	12. Black Suede Knee Reinforcement	$30.13
Globe	GPS-IH D: Accessories	12. Dragonhide Knees	$51.50
Globe	GPS-IH D: Accessories	12. Grey Suede Knees	$28.72
Globe	GPS-IH D: Accessories	12. Padding for Knees	$12.88
Globe	GPS-IH D: Accessories	12. Self Material Knees	$51.37
Globe	GPS-IH D: Accessories	12. Silizone Padding for Knees	$33.23
Globe	GPS-IH D: Accessories	13. Black padded ripcord H-back (standard)	$0.00
Globe	GPS-IH D: Accessories	13. Black padded ripcord H-back which trim	$11.12
Globe	GPS-IH D: Accessories	13. X-Back	$0.00
Globe	GPS-IH D: Accessories	13. X-Back w Trim	$11.12
Globe	GPS-IH D: Accessories	14. Arashield Rappelling Harness Loops	$37.94
Globe	GPS-IH D: Accessories	14. Arashield Rappelling Harness Loops w/ LH Fly	$42.16
Globe	GPS-IH D: Accessories	14. Globe Guard	$72.05
Globe	GPS-IH D: Accessories	14. Individual Box	$3.40
Globe	GPS-IH D: Accessories	14. Liner alert at cuffs	$24.47
Globe	GPS-IH D: Accessories	14. No Bib (standard)	$0.00
Globe	GPS-IH D: Accessories	14. Spanner Pocket w/ Suede	$36.96
Globe	GPS-IH D: Accessories	14. Utility Loops	$35.95
Globe	GPS-IH D: Accessories	14. Waterproof Dam at Cuffs	$27.05
Globe	GXCEL Coat H	H. GXCEL-style Coat, Kombat Flex (black)	$739.24
Globe	GXCEL Coat H	H. GXCEL-style Coat, Kombat Flex (gold)	$700.09
Globe	GXCEL Coat H	H. GXCEL-style Coat, Millenia XT	$745.09
Globe	GXCEL Coat H	H. GXCEL-style Coat, PBI MAX (black)	$762.62
Globe	GXCEL Coat H	H. GXCEL-style Coat, PBI MAX (gold)	$721.71
Globe	GXCEL Coat H	H. GXCEL-style Coat, PBI XT (black)	$743.34
Globe	GXCEL Coat H	H. GXCEL-style Coat, PBI XT (gold)	$703.60
Globe	GXCEL Coat H	H. GXCEL-style Coat, Ultra	$641.07

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat H: Accessories	01. Thermal Liner: CALDURA SL2i for GXCEL Coat	$275.24
Globe	GXCEL Coat H: Accessories	01. Thermal Liner: DEFENDER M SL2 for GXCEL Coat	$238.43
Globe	GXCEL Coat H: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for GXCEL Coat	$305.63
Globe	GXCEL Coat H: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for GXCEL Coat	$353.55
Globe	GXCEL Coat H: Accessories	02. Moisture Barrier: CROSSTECH BLACK for GXCEL Coat	$241.93
Globe	GXCEL Coat H: Accessories	02. Moisture Barrier: GORE RT7100 for GXCEL Coat	$166.55
Globe	GXCEL Coat H: Accessories	02. Moisture Barrier: STEDAIR 3000 for GXCEL Coat	$151.94
Globe	GXCEL Coat H: Accessories	03. TRIM: HV for GXCEL Coat	$120.83
Globe	GXCEL Coat H: Accessories	03. TRIM: HV II for GXCEL Coat	$114.46
Globe	GXCEL Coat H: Accessories	03. TRIM: NFPA Basic GXCEL Coat	$78.71
Globe	GXCEL Coat H: Accessories	03. TRIM: NFPA HV for GXCEL Coat	$96.10
Globe	GXCEL Coat H: Accessories	03. TRIM: NFPA HV II for GXCEL Coat	$90.80
Globe	GXCEL Coat H: Accessories	03. TRIM: NFPA Vert for GXCEL Coat	$85.15
Globe	GXCEL Coat H: Accessories	03. TRIM: NFPA Vert II for GXCEL Coat	$79.86
Globe	GXCEL Coat H: Accessories	03. TRIM: NYC for GXCEL Coat	$103.45
Globe	GXCEL Coat H: Accessories	03. TRIM: Project FIRES for GXCEL Coat	$109.88
Globe	GXCEL Coat H: Accessories	03. TRIM: Project FIRES II for GXCEL Coat	$103.52
Globe	GXCEL Coat H: Accessories	03. Triple TRIM :NFPA HV II for GXCEL Coat	$94.99
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: HV for GXCEL Coat	$126.76
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: HV II for GXCEL Coat	$119.65
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: NFPA Basic GXCEL Coat	$82.41
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: NFPA HV for GXCEL Coat	$100.57
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: NFPA Vert for GXCEL Coat	$89.10
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: NFPA Vert II for GXCEL Coat	$83.52

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: NYC for GXCEL Coat	$108.12
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: Project FIRES for GXCEL Coat	$114.85
Globe	GXCEL Coat H: Accessories	03. Triple TRIM: Project FIRES II for GXCEL Coat	$108.19
Globe	GXCEL Coat H: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for GXCEL Coat	$1.70
Globe	GXCEL Coat H: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for GXCEL Coat	$1.70
Globe	GXCEL Coat H: Accessories	05. Letter Patch: Hanging 5x20 for GXCEL Coat	$32.84
Globe	GXCEL Coat H: Accessories	05. Letter Patch: Sew-On for GXCEL Coat	$21.34
Globe	GXCEL Coat H: Accessories	05. Letter Patch: Velcro for GXCEL Coat	$52.93
Globe	GXCEL Coat H: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for GXCEL Coat	$27.77
Globe	GXCEL Coat H: Accessories	06. Pockets, Side: 2x8x8 Expansion for GXCEL Coat	$0.00
Globe	GXCEL Coat H: Accessories	06. Pockets, Side: End of Flap Silizone for GXCEL Coat	$21.83
Globe	GXCEL Coat H: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for GXCEL Coat	$24.83
Globe	GXCEL Coat H: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for GXCEL Coat	$0.00
Globe	GXCEL Coat H: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for GXCEL Coat	$0.00
Globe	GXCEL Coat H: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for GXCEL Coat	$3.72
Globe	GXCEL Coat H: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for GXCEL Coat	$27.02
Globe	GXCEL Coat H: Accessories	07. Closure: 8C Zipper In/Velcro Out for GXCEL Coat	$0.00
Globe	GXCEL Coat H: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for GXCEL Coat	$34.80
Globe	GXCEL Coat H: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for GXCEL Coat	$34.80
Globe	GXCEL Coat H: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for GXCEL Coat	$1.76
Globe	GXCEL Coat H: Accessories	09. Other: Clip, Universal for GXCEL Coat	$9.24

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat H: Accessories	09. Other: Flashlight Holder, Sunlance for GXCEL Coat	$15.07
Globe	GXCEL Coat H: Accessories	09. Other: Flashlight Holder, Survivor for GXCEL Coat	$15.16
Globe	GXCEL Coat H: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for GXCEL Coat	$9.86
Globe	GXCEL Coat H: Accessories	09. Other: Snap, Helmet for GXCEL Coat	$5.45
Globe	GXCEL Coat H: Accessories	09. Other: Strap, Hanging w/ D for GXCEL Coat	$4.58
Globe	GXCEL Coat H: Accessories	09. Other: Strap: Self Mic for GXCEL Coat	$2.58
Globe	GXCEL Coat H: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for GXCEL Coat	$69.34
Globe	GXCEL Coat H: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for GXCEL Coat	$78.09
Globe	GXCEL Coat H: Accessories	09. Pockets, Extra: Radio for GXCEL Coat	$44.83
Globe	GXCEL Coat H: Accessories	10. Wristers: 4” NOMEX for GXCEL Coat	$0.00
Globe	GXCEL Coat H: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for GXCEL Coat	$2.06
Globe	GXCEL Coat H: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for GXCEL Coat	$5.10
Globe	GXCEL Coat H: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for GXCEL Coat	$4.96
Globe	GXCEL Coat H: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for GXCEL Coat	$19.21
Globe	GXCEL Coat H: Accessories	10. Wristers: Nomex (grey) for GXCEL Coat	$5.59
Globe	GXCEL Coat H: Accessories	10. Wristers: Thumb Loops (add to wrister price) for GXCEL Coat	$10.45
Globe	GXCEL Coat H: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for GXCEL Coat	$19.14
Globe	GXCEL Coat H: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for GXCEL Coat	$17.32
Globe	GXCEL Coat H: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for GXCEL Coat	$24.18
Globe	GXCEL Coat H: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for GXCEL Coat	$14.90

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat H: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for GXCEL Coat	$6.50
Globe	GXCEL Coat H: Accessories	12. Reinforced Cuffs: Black Suede for GXCEL Coat	$1.11
Globe	GXCEL Coat H: Accessories	12. Reinforced Cuffs: DRAGONHIDE for GXCEL Coat	$6.80
Globe	GXCEL Coat H: Accessories	12. Reinforced Cuffs: Grey Suede for GXCEL Coat	$0.00
Globe	GXCEL Coat H: Accessories	12. Reinforced Cuffs: Self Material for GXCEL Coat	$8.26
Globe	GXCEL Coat H: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for GXCEL Coat	$19.71
Globe	GXCEL Coat H: Accessories	13. Reinforced Elbows: Black Suede for GXCEL Coat	$13.59
Globe	GXCEL Coat H: Accessories	13. Reinforced Elbows: DRAGONHIDE for GXCEL Coat	$22.71
Globe	GXCEL Coat H: Accessories	13. Reinforced Elbows: Grey Suede for GXCEL Coat	$12.51
Globe	GXCEL Coat H: Accessories	13. Reinforced Elbows: Self Material for GXCEL Coat	$23.59
Globe	GXCEL Coat H: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for GXCEL Coat	$10.03
Globe	GXCEL Coat H: Accessories	14. Reinforced Shoulders: Black Suede for GXCEL Coat	$10.19
Globe	GXCEL Coat H: Accessories	14. Reinforced Shoulders: DRAGONHIDE for GXCEL Coat	$13.00
Globe	GXCEL Coat H: Accessories	14. Reinforced Shoulders: Grey Suede for GXCEL Coat	$9.28
Globe	GXCEL Coat H: Accessories	14. Reinforced Shoulders: Padded for GXCEL Coat	$9.81
Globe	GXCEL Coat H: Accessories	14. Reinforced Shoulders: Self Material for GXCEL Coat	$13.04
Globe	GXCEL Coat H: Accessories	15. Reinforced Upper Back: Padded for GXCEL Coat	$9.61
Globe	GXCEL Coat H: Accessories	15. Reinforced Upper Back: Self Material for GXCEL Coat	$20.32
Globe	GXCEL Coat H: Accessories	16. Misc.: Custom Printed Patch for GXCEL Coat	$22.22
Globe	GXCEL Coat H: Accessories	16. Misc.: Embroidered Flag for GXCEL Coat	$10.97
Globe	GXCEL Coat H: Accessories	16. Misc.: Individual Box for GXCEL Coat	$3.40

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat H: Accessories	16. Misc.: Liner Alert at Hem for GXCEL Coat	$24.47
Globe	GXCEL Coat I	I. GXCEL-style Coat, Advance	$549.90
Globe	GXCEL Coat I	I. GXCEL-style Coat, Black PCA Advance	$575.03
Globe	GXCEL Coat I	I. GXCEL-style Coat, Nomex	$506.08
Globe	GXCEL Coat I: Accessories	01. Thermal Liner: CALDURA SL2i for GXCEL Coat	$275.24
Globe	GXCEL Coat I: Accessories	01. Thermal Liner: DEFENDER M SL2 for GXCEL Coat	$238.43
Globe	GXCEL Coat I: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for GXCEL Coat	$305.63
Globe	GXCEL Coat I: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for GXCEL Coat	$353.55
Globe	GXCEL Coat I: Accessories	02. Moisture Barrier: CROSSTECH BLACK for GXCEL Coat	$241.93
Globe	GXCEL Coat I: Accessories	02. Moisture Barrier: GORE RT7100 for GXCEL Coat	$166.55
Globe	GXCEL Coat I: Accessories	02. Moisture Barrier: STEDAIR 3000 for GXCEL Coat	$151.94
Globe	GXCEL Coat I: Accessories	03. TRIM: HV for GXCEL Coat	$120.83
Globe	GXCEL Coat I: Accessories	03. TRIM: HV II for GXCEL Coat	$114.46
Globe	GXCEL Coat I: Accessories	03. TRIM: NFPA Basic GXCEL Coat	$78.71
Globe	GXCEL Coat I: Accessories	03. TRIM: NFPA HV for GXCEL Coat	$96.10
Globe	GXCEL Coat I: Accessories	03. TRIM: NFPA HV II for GXCEL Coat	$90.80
Globe	GXCEL Coat I: Accessories	03. TRIM: NFPA Vert for GXCEL Coat	$85.15
Globe	GXCEL Coat I: Accessories	03. TRIM: NFPA Vert II for GXCEL Coat	$79.86
Globe	GXCEL Coat I: Accessories	03. TRIM: NYC for GXCEL Coat	$103.45
Globe	GXCEL Coat I: Accessories	03. TRIM: Project FIRES for GXCEL Coat	$109.88
Globe	GXCEL Coat I: Accessories	03. TRIM: Project FIRES II for GXCEL Coat	$103.52
Globe	GXCEL Coat I: Accessories	03. Triple TRIM :NFPA HV II for GXCEL Coat	$94.99
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: HV for GXCEL Coat	$126.76
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: HV II for GXCEL Coat	$119.65
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: NFPA Basic GXCEL Coat	$82.41

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: NFPA HV for GXCEL Coat	$100.57
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: NFPA Vert for GXCEL Coat	$89.10
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: NFPA Vert II for GXCEL Coat	$83.52
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: NYC for GXCEL Coat	$108.12
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: Project FIRES for GXCEL Coat	$114.85
Globe	GXCEL Coat I: Accessories	03. Triple TRIM: Project FIRES II for GXCEL Coat	$108.19
Globe	GXCEL Coat I: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for GXCEL Coat	$1.70
Globe	GXCEL Coat I: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for GXCEL Coat	$1.70
Globe	GXCEL Coat I: Accessories	05. Letter Patch: Hanging 5x20 for GXCEL Coat	$26.30
Globe	GXCEL Coat I: Accessories	05. Letter Patch: Sew-On for GXCEL Coat	$12.28
Globe	GXCEL Coat I: Accessories	05. Letter Patch: Velcro for GXCEL Coat	$44.34
Globe	GXCEL Coat I: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for GXCEL Coat	$19.12
Globe	GXCEL Coat I: Accessories	06. Pockets, Side: 2x8x8 Expansion for GXCEL Coat	$0.00
Globe	GXCEL Coat I: Accessories	06. Pockets, Side: End of Flap Silizone for GXCEL Coat	$21.83
Globe	GXCEL Coat I: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for GXCEL Coat	$24.83
Globe	GXCEL Coat I: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for GXCEL Coat	$0.00
Globe	GXCEL Coat I: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for GXCEL Coat	$0.00
Globe	GXCEL Coat I: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for GXCEL Coat	$3.72
Globe	GXCEL Coat I: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for GXCEL Coat	$19.73
Globe	GXCEL Coat I: Accessories	07. Closure: 8C Zipper In/Velcro Out for GXCEL Coat	$0.00
Globe	GXCEL Coat I: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for GXCEL Coat	$26.73

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat I: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for GXCEL Coat	$26.73
Globe	GXCEL Coat I: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for GXCEL Coat	$1.76
Globe	GXCEL Coat I: Accessories	09. Other: Clip, Universal for GXCEL Coat	$7.19
Globe	GXCEL Coat I: Accessories	09. Other: Flashlight Holder, Sunlance for GXCEL Coat	$11.99
Globe	GXCEL Coat I: Accessories	09. Other: Flashlight Holder, Survivor for GXCEL Coat	$12.09
Globe	GXCEL Coat I: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for GXCEL Coat	$7.81
Globe	GXCEL Coat I: Accessories	09. Other: Snap, Helmet for GXCEL Coat	$4.58
Globe	GXCEL Coat I: Accessories	09. Other: Strap, Hanging w/ D for GXCEL Coat	$3.10
Globe	GXCEL Coat I: Accessories	09. Other: Strap: Self Mic for GXCEL Coat	$1.99
Globe	GXCEL Coat I: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for GXCEL Coat	$52.93
Globe	GXCEL Coat I: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for GXCEL Coat	$56.92
Globe	GXCEL Coat I: Accessories	09. Pockets, Extra: Radio for GXCEL Coat	$34.64
Globe	GXCEL Coat I: Accessories	10. Wristers: 4” NOMEX for GXCEL Coat	$0.00
Globe	GXCEL Coat I: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for GXCEL Coat	$5.59
Globe	GXCEL Coat I: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for GXCEL Coat	$5.10
Globe	GXCEL Coat I: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for GXCEL Coat	$4.96
Globe	GXCEL Coat I: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for GXCEL Coat	$19.21
Globe	GXCEL Coat I: Accessories	10. Wristers: Nomex (grey) for GXCEL Coat	$2.06
Globe	GXCEL Coat I: Accessories	10. Wristers: Thumb Loops (add to wrister price) for GXCEL Coat	$10.45
Globe	GXCEL Coat I: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for GXCEL Coat	$19.14
Globe	GXCEL Coat I: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for GXCEL Coat	$17.32

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat I: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for GXCEL Coat	$24.18
Globe	GXCEL Coat I: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for GXCEL Coat	$14.90
Globe	GXCEL Coat I: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for GXCEL Coat	$6.50
Globe	GXCEL Coat I: Accessories	12. Reinforced Cuffs: Black Suede for GXCEL Coat	$1.11
Globe	GXCEL Coat I: Accessories	12. Reinforced Cuffs: DRAGONHIDE for GXCEL Coat	$6.80
Globe	GXCEL Coat I: Accessories	12. Reinforced Cuffs: Grey Suede for GXCEL Coat	$0.00
Globe	GXCEL Coat I: Accessories	12. Reinforced Cuffs: Self Material for GXCEL Coat	$2.88
Globe	GXCEL Coat I: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for GXCEL Coat	$19.71
Globe	GXCEL Coat I: Accessories	13. Reinforced Elbows: Black Suede for GXCEL Coat	$13.59
Globe	GXCEL Coat I: Accessories	13. Reinforced Elbows: DRAGONHIDE for GXCEL Coat	$22.71
Globe	GXCEL Coat I: Accessories	13. Reinforced Elbows: Grey Suede for GXCEL Coat	$12.51
Globe	GXCEL Coat I: Accessories	13. Reinforced Elbows: Self Material for GXCEL Coat	$15.85
Globe	GXCEL Coat I: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for GXCEL Coat	$10.03
Globe	GXCEL Coat I: Accessories	14. Reinforced Shoulders: Black Suede for GXCEL Coat	$10.19
Globe	GXCEL Coat I: Accessories	14. Reinforced Shoulders: DRAGONHIDE for GXCEL Coat	$13.00
Globe	GXCEL Coat I: Accessories	14. Reinforced Shoulders: Grey Suede for GXCEL Coat	$9.28
Globe	GXCEL Coat I: Accessories	14. Reinforced Shoulders: Padded for GXCEL Coat	$9.81
Globe	GXCEL Coat I: Accessories	14. Reinforced Shoulders: Self Material for GXCEL Coat	$8.82
Globe	GXCEL Coat I: Accessories	15. Reinforced Upper Back: Padded for GXCEL Coat	$9.61
Globe	GXCEL Coat I: Accessories	15. Reinforced Upper Back: Self Material for GXCEL Coat	$8.82

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXCEL Coat I: Accessories	16. Misc.: Custom Printed Patch for GXCEL Coat	$22.22
Globe	GXCEL Coat I: Accessories	16. Misc.: Embroidered Flag for GXCEL Coat	$10.97
Globe	GXCEL Coat I: Accessories	16. Misc.: Individual Box for GXCEL Coat	$3.40
Globe	GXCEL Coat I: Accessories	16. Misc.: Liner Alert at Hem for GXCEL Coat	$20.16
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, Agility	$679.05
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, Aluminum	$735.15
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, Kombat Flex (black)	$789.50
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, Kombat Flex (gold)	$747.43
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, Millenia XT	$796.51
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, PBI MAX (black)	$814.63
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, PBI MAX (gold)	$770.80
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, PBI XT (black)	$794.76
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, PBI XT (gold)	$752.10
Globe	GXTREME 3.0 Coat J	J. GXTREME 3.0-style Coat, Ultra	$683.73
Globe	GXTREME 3.0 Coat J: Accessories	01. Thermal Liner: CALDURA SL2i for GXTREME Coat	$311.48
Globe	GXTREME 3.0 Coat J: Accessories	01. Thermal Liner: Defender M NP (Brass)	$230.25
Globe	GXTREME 3.0 Coat J: Accessories	01. Thermal Liner: Defender M SL2 (Brass) for GXTREME Coat	$271.74
Globe	GXTREME 3.0 Coat J: Accessories	01. Thermal Liner: DEFENDER M SL2 (Camo) for GXTREME Coat	$270.57
Globe	GXTREME 3.0 Coat J: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for GXTREME Coat	$335.44
Globe	GXTREME 3.0 Coat J: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for GXTREME Coat	$394.46
Globe	GXTREME 3.0 Coat J: Accessories	02. Moisture Barrier: CROSSTECH BLACK for GXTREME Coat	$269.40
Globe	GXTREME 3.0 Coat J: Accessories	02. Moisture Barrier: GORE RT7100 for GXTREME Coat	$184.08
Globe	GXTREME 3.0 Coat J: Accessories	02. Moisture Barrier: STEDAIR 3000 for GXTREME Coat	$168.89

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat J: Accessories	02. Moisture Barrier: STEDAIR GOLD for GXTREME Coat	$269.98
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: HV for GXTREME Coat	$120.83
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: HV II for GXTREME Coat	$114.46
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: NFPA Basic GXTREME Coat	$78.71
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: NFPA HV for GXTREME Coat	$96.10
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: NFPA HV II for GXTREME Coat	$90.80
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: NFPA Vert for GXTREME Coat	$85.15
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: NFPA Vert II for GXTREME Coat	$79.86
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: NYC for GXTREME Coat	$103.45
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: Project FIRES for GXTREME Coat	$109.88
Globe	GXTREME 3.0 Coat J: Accessories	03. TRIM: Project FIRES II for GXTREME Coat	$103.52
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM :NFPA HV II for GXTREME Coat	$94.99
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: HV for GXTREME Coat	$126.76
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: HV II for GXTREME Coat	$119.65
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: NFPA Basic GXTREME Coat	$82.41
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: NFPA HV for GXTREME Coat	$100.57
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: NFPA Vert for GXTREME Coat	$89.10
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: NFPA Vert II for GXTREME Coat	$83.52
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: NYC for GXTREME Coat	$108.12
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: Project FIRES for GXTREME Coat	$114.85
Globe	GXTREME 3.0 Coat J: Accessories	03. Triple TRIM: Project FIRES II for GXTREME Coat	$108.20
Globe	GXTREME 3.0 Coat J: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for GXTREME Coat	$1.70

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat J: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for GXTREME Coat	$1.70
Globe	GXTREME 3.0 Coat J: Accessories	05. Letter Patch: Hanging 5x20 for GXTREME Coat	$32.84
Globe	GXTREME 3.0 Coat J: Accessories	05. Letter Patch: Sew-On for GXTREME Coat	$21.34
Globe	GXTREME 3.0 Coat J: Accessories	05. Letter Patch: Velcro for GXTREME Coat	$52.93
Globe	GXTREME 3.0 Coat J: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for GXTREME Coat	$27.77
Globe	GXTREME 3.0 Coat J: Accessories	06. Pockets, Side: 2x8x8 Expansion for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	06. Pockets, Side: End of Flap Silizone for GXTREME Coat	$21.83
Globe	GXTREME 3.0 Coat J: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for GXTREME Coat	$24.83
Globe	GXTREME 3.0 Coat J: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for GXTREME Coat	$3.72
Globe	GXTREME 3.0 Coat J: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for GXTREME Coat	$27.02
Globe	GXTREME 3.0 Coat J: Accessories	07. Closure: 8C Zipper In/Velcro Out for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for GXTREME Coat	$34.80
Globe	GXTREME 3.0 Coat J: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for GXTREME Coat	$34.80
Globe	GXTREME 3.0 Coat J: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for GXTREME Coat	$1.76
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Clip, Universal for GXTREME Coat	$9.24
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Flashlight Holder, Sunlance for GXTREME Coat	$15.07
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Flashlight Holder, Survivor for GXTREME Coat	$15.16
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for GXTREME Coat	$7.81
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Snap, Helmet for GXTREME Coat	$5.45

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Strap, Hanging w/ D for GXTREME Coat	$4.58
Globe	GXTREME 3.0 Coat J: Accessories	09. Other: Strap: Self Mic for GXTREME Coat	$2.58
Globe	GXTREME 3.0 Coat J: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for GXTREME Coat	$69.34
Globe	GXTREME 3.0 Coat J: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for GXTREME Coat	$78.09
Globe	GXTREME 3.0 Coat J: Accessories	09. Pockets, Extra: Radio for GXTREME Coat	$43.13
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: 4” NOMEX for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for GXTREME Coat	$4.96
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for GXTREME Coat	$5.10
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for GXTREME Coat	$5.59
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for GXTREME Coat	$19.21
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: Nomex (grey) for GXTREME Coat	$2.06
Globe	GXTREME 3.0 Coat J: Accessories	10. Wristers: Thumb Loops (add to wrister price) for GXTREME Coat	$10.45
Globe	GXTREME 3.0 Coat J: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for GXTREME Coat	$19.14
Globe	GXTREME 3.0 Coat J: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for GXTREME Coat	$17.32
Globe	GXTREME 3.0 Coat J: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for GXTREME Coat	$24.18
Globe	GXTREME 3.0 Coat J: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for GXTREME Coat	$14.90
Globe	GXTREME 3.0 Coat J: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for GXTREME Coat	$6.50
Globe	GXTREME 3.0 Coat J: Accessories	12. Reinforced Cuffs: Black Suede for GXTREME Coat	$1.11
Globe	GXTREME 3.0 Coat J: Accessories	12. Reinforced Cuffs: DRAGONHIDE for GXTREME Coat	$6.80

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat J: Accessories	12. Reinforced Cuffs: Grey Suede for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	12. Reinforced Cuffs: Self Material for GXTREME Coat	$8.26
Globe	GXTREME 3.0 Coat J: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for GXTREME Coat	$19.71
Globe	GXTREME 3.0 Coat J: Accessories	13. Reinforced Elbows: Black Suede for GXTREME Coat	$13.59
Globe	GXTREME 3.0 Coat J: Accessories	13. Reinforced Elbows: DRAGONHIDE for GXTREME Coat	$22.71
Globe	GXTREME 3.0 Coat J: Accessories	13. Reinforced Elbows: Grey Suede for GXTREME Coat	$12.51
Globe	GXTREME 3.0 Coat J: Accessories	13. Reinforced Elbows: Self Material for GXTREME Coat	$23.59
Globe	GXTREME 3.0 Coat J: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for GXTREME Coat	$10.03
Globe	GXTREME 3.0 Coat J: Accessories	14. Reinforced Shoulders: Black Suede for GXTREME Coat	$10.19
Globe	GXTREME 3.0 Coat J: Accessories	14. Reinforced Shoulders: DRAGONHIDE for GXTREME Coat	$13.00
Globe	GXTREME 3.0 Coat J: Accessories	14. Reinforced Shoulders: Grey Suede for GXTREME Coat	$9.28
Globe	GXTREME 3.0 Coat J: Accessories	14. Reinforced Shoulders: Padded for GXTREME Coat	$9.81
Globe	GXTREME 3.0 Coat J: Accessories	14. Reinforced Shoulders: Self Material for GXTREME Coat	$13.04
Globe	GXTREME 3.0 Coat J: Accessories	15. Reinforced Upper Back: Padded for GXTREME Coat	$9.61
Globe	GXTREME 3.0 Coat J: Accessories	15. Reinforced Upper Back: Self Material for GXTREME Coat	$20.32
Globe	GXTREME 3.0 Coat J: Accessories	16. Misc.: Custom Printed Patch for GXTREME Coat	$22.22
Globe	GXTREME 3.0 Coat J: Accessories	16. Misc.: Embroidered Flag for GXTREME Coat	$10.97
Globe	GXTREME 3.0 Coat J: Accessories	16. Misc.: For 35in Length, pockets at hem w/ trim for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat J: Accessories	16. Misc.: Individual Box for GXTREME Coat	$3.40
Globe	GXTREME 3.0 Coat J: Accessories	16. Misc.: Liner Alert at Hem for GXTREME Coat	$24.47
Globe	GXTREME 3.0 Coat K	K. GXTREME 3.0-style Coat, Advance	$583.80

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat K	K. GXTREME 3.0-style Coat, Black PCA Advance	$610.10
Globe	GXTREME 3.0 Coat K	K. GXTREME 3.0-style Coat, Nomex	$541.14
Globe	GXTREME 3.0 Coat K	K. GXTREME 3.0-style Coat, Pioneer	$576.20
Globe	GXTREME 3.0 Coat K: Accessories	01. Thermal Liner: CALDURA SL2i for GXTREME Coat	$311.48
Globe	GXTREME 3.0 Coat K: Accessories	01. Thermal Liner: Defender M NP (Brass) for GXTREME Coat	$230.25
Globe	GXTREME 3.0 Coat K: Accessories	01. Thermal Liner: DEFENDER M SL2 (Brass) for GXTREME Coat	$271.74
Globe	GXTREME 3.0 Coat K: Accessories	01. Thermal Liner: Defender M SL2 (Camo) for GXTREME Coat	$270.57
Globe	GXTREME 3.0 Coat K: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for GXTREME Coat	$335.44
Globe	GXTREME 3.0 Coat K: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for GXTREME Coat	$394.46
Globe	GXTREME 3.0 Coat K: Accessories	02. Moisture Barrier: CROSSTECH BLACK for GXTREME Coat	$269.40
Globe	GXTREME 3.0 Coat K: Accessories	02. Moisture Barrier: GORE RT7100 for GXTREME Coat	$184.08
Globe	GXTREME 3.0 Coat K: Accessories	02. Moisture Barrier: STEDAIR 3000 for GXTREME Coat	$168.89
Globe	GXTREME 3.0 Coat K: Accessories	02. Moisture Barrier: STEDAIR GOLD for GXTREME Coat	$269.98
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: HV for GXTREME Coat	$120.83
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: HV II for GXTREME Coat	$114.46
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: NFPA Basic GXTREME Coat	$78.71
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: NFPA HV for GXTREME Coat	$96.10
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: NFPA HV II for GXTREME Coat	$90.80
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: NFPA Vert for GXTREME Coat	$85.15
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: NFPA Vert II for GXTREME Coat	$79.86
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: NYC for GXTREME Coat	$103.45
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: Project FIRES for GXTREME Coat	$109.88
Globe	GXTREME 3.0 Coat K: Accessories	03. TRIM: Project FIRES II for GXTREME Coat	$103.52

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM :NFPA HV II for GXTREME Coat	$94.99
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: HV for GXTREME Coat	$126.76
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: HV II for GXTREME Coat	$119.65
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: NFPA Basic GXTREME Coat	$82.41
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: NFPA HV for GXTREME Coat	$100.57
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: NFPA Vert for GXTREME Coat	$89.10
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: NFPA Vert II for GXTREME Coat	$83.52
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: NYC for GXTREME Coat	$108.12
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: Project FIRES for GXTREME Coat	$114.85
Globe	GXTREME 3.0 Coat K: Accessories	03. Triple TRIM: Project FIRES II for GXTREME Coat	$108.20
Globe	GXTREME 3.0 Coat K: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for GXTREME Coat	$1.70
Globe	GXTREME 3.0 Coat K: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for GXTREME Coat	$1.70
Globe	GXTREME 3.0 Coat K: Accessories	05. Letter Patch: Hanging 5x20 for GXTREME Coat	$26.30
Globe	GXTREME 3.0 Coat K: Accessories	05. Letter Patch: Sew-On for GXTREME Coat	$12.28
Globe	GXTREME 3.0 Coat K: Accessories	05. Letter Patch: Velcro for GXTREME Coat	$44.34
Globe	GXTREME 3.0 Coat K: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for GXTREME Coat	$19.12
Globe	GXTREME 3.0 Coat K: Accessories	06. Pockets, Side: 2x8x8 Expansion for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat K: Accessories	06. Pockets, Side: End of Flap Silizone for GXTREME Coat	$21.83
Globe	GXTREME 3.0 Coat K: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for GXTREME Coat	$24.83
Globe	GXTREME 3.0 Coat K: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for GXTREME Coat	$0.00

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat K: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat K: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for GXTREME Coat	$3.72
Globe	GXTREME 3.0 Coat K: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for GXTREME Coat	$19.73
Globe	GXTREME 3.0 Coat K: Accessories	07. Closure: 8C Zipper In/Velcro Out for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat K: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for GXTREME Coat	$26.73
Globe	GXTREME 3.0 Coat K: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for GXTREME Coat	$26.73
Globe	GXTREME 3.0 Coat K: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for GXTREME Coat	$1.76
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Clip, Universal for GXTREME Coat	$7.19
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Flashlight Holder, Sunlance for GXTREME Coat	$11.99
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Flashlight Holder, Survivor for GXTREME Coat	$12.09
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for GXTREME Coat	$7.81
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Snap, Helmet for GXTREME Coat	$4.58
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Strap, Hanging w/ D for GXTREME Coat	$3.10
Globe	GXTREME 3.0 Coat K: Accessories	09. Other: Strap: Self Mic for GXTREME Coat	$1.99
Globe	GXTREME 3.0 Coat K: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for GXTREME Coat	$52.93
Globe	GXTREME 3.0 Coat K: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for GXTREME Coat	$56.92
Globe	GXTREME 3.0 Coat K: Accessories	09. Pockets, Extra: Radio for GXTREME Coat	$34.64
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: 4” NOMEX for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for GXTREME Coat	$5.59
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for GXTREME Coat	$5.10
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for GXTREME Coat	$4.96

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for GXTREME Coat	$19.21
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: Nomex (grey) for GXTREME Coat	$2.06
Globe	GXTREME 3.0 Coat K: Accessories	10. Wristers: Thumb Loops (add to wrister price) for GXTREME Coat	$10.45
Globe	GXTREME 3.0 Coat K: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for GXTREME Coat	$19.14
Globe	GXTREME 3.0 Coat K: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for GXTREME Coat	$17.32
Globe	GXTREME 3.0 Coat K: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for GXTREME Coat	$24.18
Globe	GXTREME 3.0 Coat K: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for GXTREME Coat	$14.90
Globe	GXTREME 3.0 Coat K: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for GXTREME Coat	$6.50
Globe	GXTREME 3.0 Coat K: Accessories	12. Reinforced Cuffs: Black Suede for GXTREME Coat	$1.11
Globe	GXTREME 3.0 Coat K: Accessories	12. Reinforced Cuffs: DRAGONHIDE for GXTREME Coat	$6.80
Globe	GXTREME 3.0 Coat K: Accessories	12. Reinforced Cuffs: Grey Suede for GXTREME Coat	$0.00
Globe	GXTREME 3.0 Coat K: Accessories	12. Reinforced Cuffs: Self Material for GXTREME Coat	$2.88
Globe	GXTREME 3.0 Coat K: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for GXTREME Coat	$19.71
Globe	GXTREME 3.0 Coat K: Accessories	13. Reinforced Elbows: Black Suede for GXTREME Coat	$13.59
Globe	GXTREME 3.0 Coat K: Accessories	13. Reinforced Elbows: DRAGONHIDE for GXTREME Coat	$22.71
Globe	GXTREME 3.0 Coat K: Accessories	13. Reinforced Elbows: Grey Suede for GXTREME Coat	$12.51
Globe	GXTREME 3.0 Coat K: Accessories	13. Reinforced Elbows: Self Material for GXTREME Coat	$15.85
Globe	GXTREME 3.0 Coat K: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for GXTREME Coat	$10.03

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	GXTREME 3.0 Coat K: Accessories	14. Reinforced Shoulders: Black Suede for GXTREME Coat	$10.19
Globe	GXTREME 3.0 Coat K: Accessories	14. Reinforced Shoulders: DRAGONHIDE for GXTREME Coat	$13.00
Globe	GXTREME 3.0 Coat K: Accessories	14. Reinforced Shoulders: Grey Suede for GXTREME Coat	$9.28
Globe	GXTREME 3.0 Coat K: Accessories	14. Reinforced Shoulders: Padded for GXTREME Coat	$9.81
Globe	GXTREME 3.0 Coat K: Accessories	14. Reinforced Shoulders: Self Material for GXTREME Coat	$8.82
Globe	GXTREME 3.0 Coat K: Accessories	15. Reinforced Upper Back: Padded for GXTREME Coat	$9.61
Globe	GXTREME 3.0 Coat K: Accessories	15. Reinforced Upper Back: Self Material for GXTREME Coat	$11.83
Globe	GXTREME 3.0 Coat K: Accessories	16. Misc.: Custom Printed Patch for GXTREME Coat	$22.22
Globe	GXTREME 3.0 Coat K: Accessories	16. Misc.: Embroidered Flag for GXTREME Coat	$10.97
Globe	GXTREME 3.0 Coat K: Accessories	16. Misc.: Individual Box for GXTREME Coat	$3.40
Globe	GXTREME 3.0 Coat K: Accessories	16. Misc.: Liner Alert at Hem for GXTREME Coat	$20.16
Globe	IH-Ready Pant N	N. IH-Ready-style Pant, IH-ready (Advance)	$772.54
Globe	IH-Ready Pant N	N. IH-Ready-style Pant, IH-ready (Nomex)	$715.39
Globe	IH-Ready Pant N	N. IH-Ready-style Pant, IH-ready (Pioneer)	$767.48
Globe	IH-Ready Pant N: Accessories	01. Thermal Liner N2 Caldura W/Nomex NANO Thermal Liner	$590.98
Globe	IH-Ready Pant N: Accessories	01. Thermal Liner: 53 Quantum 3D 2Li 2-Layer Thermal Liner	$448.48
Globe	IH-Ready Pant N: Accessories	01. Thermal Liner: 57 Caldura SL2i Thermal Liner	$401.32
Globe	IH-Ready Pant N: Accessories	01. Thermal Liner: 60 Defender M SL2 Thermal Liner	$342.15
Globe	IH-Ready Pant N: Accessories	01. Thermal Liner: 81 Defender M SL2 (CAMO) Thermal Liner	$340.12
Globe	IH-Ready Pant N: Accessories	02. Moisture Barrier D Gore RT7100 Moisture Barrier	$230.75
Globe	IH-Ready Pant N: Accessories	02. Moisture Barrier: E Stedair 3000 Moisture Barrier	$208.62

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	IH-Ready Pant N: Accessories	02. Moisture Barrier: F Crosstech 3-Layer Moisture Barrier	$492.61
Globe	IH-Ready Pant N: Accessories	02. Moisture Barrier: G Crosstech Black moisture Barrier	$339.11
Globe	IH-Ready Pant N: Accessories	03. Trim: 3in Scotchlite around cuffs TRIM	$34.51
Globe	IH-Ready Pant N: Accessories	03. Trim: Advance 3in Scotchlite down leg TRIM	$51.87
Globe	IH-Ready Pant N: Accessories	03. Trim: Advance 3in Triple Trim around cuffs	$36.22
Globe	IH-Ready Pant N: Accessories	03. Trim: Advance 3in Triple Trim around cuffs Comfort Trim	$48.16
Globe	IH-Ready Pant N: Accessories	03. Trim: Advance 3in Triple Trim down leg	$54.48
Globe	IH-Ready Pant N: Accessories	04. Letters: Scotchlite 2" L/Y or R/O	$2.61
Globe	IH-Ready Pant N: Accessories	04. Letters: Scotchlite 3" L/Y or R/O	$2.61
Globe	IH-Ready Pant N: Accessories	05. Letter Patch: Sew-On Letter Patch (advise size & location)	$7.83
Globe	IH-Ready Pant N: Accessories	05. Letter Patch: Velcro Letter Patch (advise size and location)	$24.48
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: 2x10x10 Expansion Pockets (standard)	$0.00
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: End of Flap Silizone	$33.51
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: ESP on 2x8x8 Expansion Pockets	$164.83
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: Hook & Loop	$0.00
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: Pocket Divider (advise location)	$10.03
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: Split Flap	$12.94
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: Tool (3) Compartment (Arashield, Suede, or Kevlar)	$33.86
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: Tool (6) Compartment (Arashield, Suede, or Kevlar)	$33.86
Globe	IH-Ready Pant N: Accessories	06. Pockets, Side: Wallet Pocket	$19.21
Globe	IH-Ready Pant N: Accessories	07. Closures: CMC Carabiner	$122.40
Globe	IH-Ready Pant N: Accessories	07. Closures: Escape Belt	$230.76
Globe	IH-Ready Pant N: Accessories	07. Closures: Series 1 Harness	$425.40
Globe	IH-Ready Pant N: Accessories	07. Closures: Series 2 Harness	$421.39
Globe	IH-Ready Pant N: Accessories	07. Closures: Series 3 Harness	$511.68
Globe	IH-Ready Pant N: Accessories	07. Closures: Yates Carabiner	$122.40

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	IH-Ready Pant N: Accessories	07. Closures: Zipper In / Velcro Fly Out	$9.93
Globe	IH-Ready Pant N: Accessories	08. Reinforced Pockets: Arashield (outside expansion pockets) (black, grey, gold)	$29.40
Globe	IH-Ready Pant N: Accessories	08. Reinforced Pockets: Black Suede (outside expansion pockets)	$26.59
Globe	IH-Ready Pant N: Accessories	08. Reinforced Pockets: DragonHide (outside expansion pockets)	$37.12
Globe	IH-Ready Pant N: Accessories	08. Reinforced Pockets: Grey Suede (outside expansion pockets)	$22.88
Globe	IH-Ready Pant N: Accessories	08. Reinforced Pockets: Kevlar Twill (pouch)	$38.13
Globe	IH-Ready Pant N: Accessories	09. Reinforced Cuffs: Arashield Cuffs (black, grey, gold)	$10.94
Globe	IH-Ready Pant N: Accessories	09. Reinforced Cuffs: Black Suede Cuff Reinforcement	$2.46
Globe	IH-Ready Pant N: Accessories	09. Reinforced Cuffs: Dragonhide Cuffs	$29.55
Globe	IH-Ready Pant N: Accessories	09. Reinforced Cuffs: Grey Suede Cuffs (standard)	$0.00
Globe	IH-Ready Pant N: Accessories	09. Reinforced Cuffs: Self Material Cuffs	$10.28
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Arashield Knees (black, grey, gold)	$33.21
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Black Suede Knee Reinforcement	$32.46
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Dragonhide Knees (sewn)	$42.14
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Grey Suede Knee Reinforcement	$27.79
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Padded Knees (Arafil and thermal liner)	$19.77
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Padded Knees (extra layer #76 knee padding on Liner Knee)	$11.79
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Padded Knees (extra layer #76 knee padding on Outer Shell)	$15.65
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Self Material Knees	$24.58
Globe	IH-Ready Pant N: Accessories	10. Reinforced Knees: Silizone Padded Knees	$51.02

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Arashield Knees (black, grey, gold)	$66.62
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Black Suede Knee Reinforcement	$46.25
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Dragonhide Knees	$79.06
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Grey Suede Knees	$44.09
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Padding for Knees	$19.77
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Self Material Knees	$53.02
Globe	IH-Ready Pant N: Accessories	11. Reinforced Knees (removeable): Silizone Padding for Knees	$51.02
Globe	IH-Ready Pant N: Accessories	12. Back Bibs: 3" Back Bib	$19.16
Globe	IH-Ready Pant N: Accessories	12. Back Bibs: 6" Back Bib	$26.84
Globe	IH-Ready Pant N: Accessories	12. Back Bibs: No Bib (standard)	$0.00
Globe	IH-Ready Pant N: Accessories	13. Suspenders: Black padded ripcord H-back (standard)	$0.00
Globe	IH-Ready Pant N: Accessories	13. Suspenders: X-Back	$0.00
Globe	IH-Ready Pant N: Accessories	14. MISC: Rappelling Harness Loops	$54.18
Globe	IH-Ready Pant N: Accessories	14. MISC: Spanner Pocket w/ Suede	$44.75
Globe	IH-Ready Pant N: Accessories	14. MISC: Utility Loops	$42.14
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Agility)	$895.71
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Gemini XT, black)	$1,050.46
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Gemini XT, gold)	$997.22
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Kombat Flex, black)	$1,045.40
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Kombat Flex, gold)	$992.30
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Millenia XT)	$1,053.49
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (PBI MAX, black)	$1,069.55
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (PBI MAX, gold)	$1,013.28
Globe	IH-Ready Pant O	O. IH-Ready-style Pant, (Ultra)	$899.99
Globe	IH-Ready Pant O: Accessories	01. Thermal Liner N2 Caldura W/Nomex NANO Thermal Liner	$590.98

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	IH-Ready Pant O: Accessories	01. Thermal Liner: 53 Quantum 3D 2Li 2-Layer Thermal Liner	$448.48
Globe	IH-Ready Pant O: Accessories	01. Thermal Liner: 57 Caldura SL2i Thermal Liner	$401.32
Globe	IH-Ready Pant O: Accessories	01. Thermal Liner: 60 Defender M SL2 Thermal Liner	$342.15
Globe	IH-Ready Pant O: Accessories	01. Thermal Liner: 81 Defender M SL2 (CAMO) Thermal Liner	$340.12
Globe	IH-Ready Pant O: Accessories	02. Moisture Barrier D Gore RT7100 Moisture Barrier	$230.75
Globe	IH-Ready Pant O: Accessories	02. Moisture Barrier: E Stedair 3000 Moisture Barrier	$208.62
Globe	IH-Ready Pant O: Accessories	02. Moisture Barrier: F Crosstech 3-Layer Moisture Barrier	$492.61
Globe	IH-Ready Pant O: Accessories	02. Moisture Barrier: G Crosstech Black moisture Barrier	$339.11
Globe	IH-Ready Pant O: Accessories	03. Trim: 3in Scotchlite around cuffs TRIM	($40,973,767.61)
Globe	IH-Ready Pant O: Accessories	03. Trim: Advance 3in Scotchlite down leg TRIM	$51.87
Globe	IH-Ready Pant O: Accessories	03. Trim: Advance 3in Triple Trim around cuffs	$36.22
Globe	IH-Ready Pant O: Accessories	03. Trim: Advance 3in Triple Trim around cuffs Comfort Trim	$48.16
Globe	IH-Ready Pant O: Accessories	03. Trim: Advance 3in Triple Trim down leg	$54.48
Globe	IH-Ready Pant O: Accessories	04. Letters: Scotchlite 2" L/Y or R/O	$2.61
Globe	IH-Ready Pant O: Accessories	04. Letters: Scotchlite 3" L/Y or R/O	$2.61
Globe	IH-Ready Pant O: Accessories	05. Letter Patch: Sew-On Letter Patch (advise size & location)	$11.04
Globe	IH-Ready Pant O: Accessories	05. Letter Patch: Velcro Letter Patch (advise size and location)	$27.09
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: 2x10x10 Expansion Pockets (standard)	$0.00
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: 2x8x8 Expansion Pockets	$225.02
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: End of Flap Silizone	$33.51
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: Hook & Loop	$0.00
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: Pocket Divider (advise location)	$16.50
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: Split Flap	$19.36

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: Tool (3) Compartment (Arashield, Suede, or Kevlar)	$33.86
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: Tool (6) Compartment (Arashield, Suede, or Kevlar)	$33.86
Globe	IH-Ready Pant O: Accessories	06. Pockets, Side: Wallet Pocket	$25.84
Globe	IH-Ready Pant O: Accessories	07. Closures: CMC Carabiner	$122.40
Globe	IH-Ready Pant O: Accessories	07. Closures: Escape Belt	$230.76
Globe	IH-Ready Pant O: Accessories	07. Closures: Series 1 Harness	$425.40
Globe	IH-Ready Pant O: Accessories	07. Closures: Series 2 Harness	$421.39
Globe	IH-Ready Pant O: Accessories	07. Closures: Series 3 Harness	$511.68
Globe	IH-Ready Pant O: Accessories	07. Closures: Yates Carabiner	$122.40
Globe	IH-Ready Pant O: Accessories	07. Closures: Zipper In / Velcro Fly Out	$9.93
Globe	IH-Ready Pant O: Accessories	08. Reinforced Pockets: Arashield (outside expansion pockets) (black, grey, gold)	$29.40
Globe	IH-Ready Pant O: Accessories	08. Reinforced Pockets: Black Suede (outside expansion pockets)	$26.59
Globe	IH-Ready Pant O: Accessories	08. Reinforced Pockets: DragonHide (outside expansion pockets)	$37.12
Globe	IH-Ready Pant O: Accessories	08. Reinforced Pockets: Grey Suede (outside expansion pockets)	$22.88
Globe	IH-Ready Pant O: Accessories	08. Reinforced Pockets: Kevlar Twill (pouch)	$38.13
Globe	IH-Ready Pant O: Accessories	09. Reinforced Cuffs: Arashield Cuffs (black, grey, gold)	$10.94
Globe	IH-Ready Pant O: Accessories	09. Reinforced Cuffs: Black Suede Cuff Reinforcement	$2.46
Globe	IH-Ready Pant O: Accessories	09. Reinforced Cuffs: Dragonhide Cuffs	$29.55
Globe	IH-Ready Pant O: Accessories	09. Reinforced Cuffs: Grey Suede Cuffs (standard)	$0.00
Globe	IH-Ready Pant O: Accessories	09. Reinforced Cuffs: Self Material Cuffs	$25.99
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Arashield Knees (black, grey, gold)	$33.21
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Black Suede Knee Reinforcement	$32.46
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Dragonhide Knees (sewn)	$42.14

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Grey Suede Knee Reinforcement	$27.79
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Padded Knees (Arafil and thermal liner)	$19.77
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Padded Knees (extra layer #76 knee padding on Liner Knee)	$11.79
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Padded Knees (extra layer #76 knee padding on Outer Shell)	$15.65
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Self Material Knees	$40.88
Globe	IH-Ready Pant O: Accessories	10. Reinforced Knees: Silizone Padded Knees	$51.02
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Arashield Knees (black, grey, gold)	$66.62
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Black Suede Knee Reinforcement	$46.25
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Dragonhide Knees	$79.06
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Grey Suede Knees	$44.09
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Padding for Knees	$19.77
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Self Material Knees	$78.86
Globe	IH-Ready Pant O: Accessories	11. Reinforced Knees (removeable): Silizone Padding for Knees	$51.02
Globe	IH-Ready Pant O: Accessories	12. Back Bibs: 3" Back Bib	$25.78
Globe	IH-Ready Pant O: Accessories	12. Back Bibs: 6" Back Bib	$36.82
Globe	IH-Ready Pant O: Accessories	12. Back Bibs: No Bib (standard)	$0.00
Globe	IH-Ready Pant O: Accessories	13. Suspenders: Black padded ripcord H-back (standard)	$17.06
Globe	IH-Ready Pant O: Accessories	13. Suspenders: X-Back	$17.06
Globe	IH-Ready Pant O: Accessories	14. MISC: Rappelling Harness Loops	$58.19
Globe	IH-Ready Pant O: Accessories	14. MISC: Spanner Pocket w/ Suede	$56.74
Globe	IH-Ready Pant O: Accessories	14. MISC: Utility Loops	$55.18
Globe	Pant System A	A. Pant System, Advance	$461.66
Globe	Pant System A	A. Pant System, Nomex	$427.77
Globe	Pant System A	A. Pant System, Pioneer	$456.40
Globe	Pant System A: Accessories	02. Thermal Liner: 53 Quantum 3D 2Li 2-Layer Thermal Liner	$286.93

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Pant System A: Accessories	02. Thermal Liner: 57 Caldura SL2i Thermal Liner	$255.96
Globe	Pant System A: Accessories	02. Thermal Liner: 58 Quantum4i Thermal Liner	$315.57
Globe	Pant System A: Accessories	02. Thermal Liner: 60 Defender M SL2 Thermal Liner	$219.73
Globe	Pant System A: Accessories	02. Thermal Liner: 81 Defender M SL2 (CAMO) Thermal Liner	$218.56
Globe	Pant System A: Accessories	02. Thermal Liner: N2 Caldura W/Nomex NANO Thermal Liner	$286.93
Globe	Pant System A: Accessories	03. Moisture Barrier: D Gore RT7100	$150.19
Globe	Pant System A: Accessories	03. Moisture Barrier: E Stedair 3000	$135.58
Globe	Pant System A: Accessories	03. Moisture Barrier: F Crosstech 3-Layer	$331.93
Globe	Pant System A: Accessories	03. Moisture Barrier: G Crosstech Black	$222.07
Globe	Pant System A: Accessories	04. Gore Parallon Liner System	$22.48
Globe	Pant System A: Accessories	05. Trim: 3" Brilliance with or w/o Stripe or Two ToneTrim Around Cuffs5	
Globe	Pant System A: Accessories	05. Trim: 3" Scotchlite Comfort Trim Around Cuff	$22.48
Globe	Pant System A: Accessories	05. Trim: 3" Scotchlite Trim Around Cuff	$22.48
Globe	Pant System A: Accessories	05. Trim: 3" Scotchlite TripleTrim Around Cuff	$23.59
Globe	Pant System A: Accessories	06. Letters: Scotchlite or Brilliance 2" & 3" Lime / Yellow or Red / Yellow	$1.70
Globe	Pant System A: Accessories	07. Number Patches: Hook & Loop	
Globe	Pant System A: Accessories	07. Number Patches: Sew-On	
Globe	Pant System A: Accessories	08. Side Pockets: 3 Tool Compartment	$22.05
Globe	Pant System A: Accessories	08. Side Pockets: 6 Tool Compartment	$22.05
Globe	Pant System A: Accessories	08. Side Pockets: End Of Flap Silizone	$21.83
Globe	Pant System A: Accessories	08. Side Pockets: Pocket Divider (Kevlar)	$6.53
Globe	Pant System A: Accessories	08. Side Pockets: Pocket Divider (Self Material)	$10.75
Globe	Pant System A: Accessories	08. Side Pockets: Split Flap	$12.61
Globe	Pant System A: Accessories	08. Side Pockets: Wallet	$16.82

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Pant System A: Accessories	09. Closures: Escape Belt with wide Belt Loops	
Globe	Pant System A: Accessories	09. Closures: Left Hand Fly	
Globe	Pant System A: Accessories	09. Closures: Zipper/Hook & Loop Fly	$6.47
Globe	Pant System A: Accessories	10. Reinforcement (Pockets): Black Suede reinforcement (outside expansion pockets)	$17.32
Globe	Pant System A: Accessories	10. Reinforcements (Pockets): Arashield (outside expansion pockets) (black, grey, gold)	$19.14
Globe	Pant System A: Accessories	10. Reinforcements (Pockets): Kevlar Twill (pouch)	$24.83
Globe	Pant System A: Accessories	11. Reinforcements (Cuffs): Arashield (black, grey, gold)	$7.12
Globe	Pant System A: Accessories	11. Reinforcements (Cuffs): Black Suede	$1.60
Globe	Pant System A: Accessories	11. Reinforcements (Cuffs): Dragonhide	$19.24
Globe	Pant System A: Accessories	11. Reinforcements (Cuffs): Grey Suede	$28.43
Globe	Pant System A: Accessories	11. Reinforcements (Cuffs): Self Material	$16.92
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Arashield (black, grey, gold)	$21.63
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Black Suede	$21.14
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Dragonhide	$27.45
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Grey Suede	$18.10
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Padded (extra layer #76 knee padding on Liner Knee)	$7.68
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Padded (extra layer #76 knee padding on Outer Shell)	$10.19
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Padded (Stedprene and thermal liner)	$12.87
Globe	Pant System A: Accessories	12. Reinforcements (Knees): Silizone	$33.23
Globe	Pant System A: Accessories	13. Removable Knees: Arashield (black, grey, gold)	$43.40
Globe	Pant System A: Accessories	13. Removable Knees: Black Suede	$30.13

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Pant System A: Accessories	13. Removable Knees: Dragonhide	$51.50
Globe	Pant System A: Accessories	13. Removable Knees: Padding	$12.88
Globe	Pant System A: Accessories	13. Removable Knees: Self Material	$51.37
Globe	Pant System A: Accessories	13. Removable Knees: Silizone	$33.23
Globe	Pant System A: Accessories	13. Removable Knees: Suede	$28.72
Globe	Pant System A: Accessories	14. Suspenders: Black padded ripcord H-back (standard)	$0.00
Globe	Pant System A: Accessories	14. Suspenders: Black padded ripcord H-back which trim	$11.12
Globe	Pant System A: Accessories	14. Suspenders: X-Back Suspenders	$11.12
Globe	Pant System A: Accessories	14. Suspenders: X-Back Suspenders with Trim	$11.12
Globe	Pant System A: Accessories	15. Misc.: Arashield Rappelling Harness Loops	$37.94
Globe	Pant System A: Accessories	15. Misc.: Arashield Rappelling Harness Loops w/ LH Fly	$42.16
Globe	Pant System A: Accessories	15. Misc.: Globe Guard (neoprene/Tecasafe Plus)	$72.05
Globe	Pant System A: Accessories	15. Misc.: Individual Box	$3.40
Globe	Pant System A: Accessories	15. Misc.: Liner alert at Cuffs	$24.47
Globe	Pant System A: Accessories	15. Misc.: Misc.: No Bib (standard)	$0.00
Globe	Pant System A: Accessories	15. Misc.: Spanner Pocket w/ Suede	$36.96
Globe	Pant System A: Accessories	15. Misc.: Utility Loops	$35.95
Globe	Pant System A: Accessories	15. Misc.: Waterproof Dam at Cuff Reinforcement	$27.05
Globe	Pant System B	B. Pant System, Kombat Flex (black)	$628.80
Globe	Pant System B	B. Pant System, Kombat Flex (gold)	$595.49
Globe	Pant System B	B. Pant System, Agility	$538.22
Globe	Pant System B	B. Pant System, Aluminum	$563.93
Globe	Pant System B	B. Pant System, Millenia XT	$635.22
Globe	Pant System B	B. Pant System, PBI MAX (black)	$646.33
Globe	Pant System B	B. Pant System, PBI MAX (gold)	$609.51
Globe	Pant System B	B. Pant System, PBI XT (black)	$633.47
Globe	Pant System B	B. Pant System, PBI XT (gold)	$598.99
Globe	Pant System B	B. Pant System, Ultra	$542.89
Globe	Pant System B: Accessories	02. Thermal Liner: 53 Quantum 3D 2Li 2-Layer Thermal Liner	$286.93
Globe	Pant System B: Accessories	02. Thermal Liner: 57 Caldura SL2i Thermal Liner	$255.96
Globe	Pant System B: Accessories	02. Thermal Liner: 58 Quantum4i Thermal Liner	$315.57

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Pant System B: Accessories	02. Thermal Liner: 60 Defender M SL2 Thermal Liner	$219.73
Globe	Pant System B: Accessories	02. Thermal Liner: 81 Defender M SL2 (CAMO) Thermal Liner	$218.56
Globe	Pant System B: Accessories	02. Thermal Liner: N2 Caldura W/Nomex NANO Thermal Liner	$286.93
Globe	Pant System B: Accessories	03. Moisture Barrier: D Gore RT7100	$150.19
Globe	Pant System B: Accessories	03. Moisture Barrier: E Stedair 3000	$135.58
Globe	Pant System B: Accessories	03. Moisture Barrier: F Crosstech 3-Layer	$331.93
Globe	Pant System B: Accessories	03. Moisture Barrier: G Crosstech Black	$222.07
Globe	Pant System B: Accessories	04. Gore Parallon Liner System	$22.48
Globe	Pant System B: Accessories	05. Trim: 3" Brilliance with or w/o Stripe or Two ToneTrim Around Cuffs5	
Globe	Pant System B: Accessories	05. Trim: 3" Scotchlite Comfort Trim Around Cuff	$22.48
Globe	Pant System B: Accessories	05. Trim: 3" Scotchlite Trim Around Cuff	$22.48
Globe	Pant System B: Accessories	05. Trim: 3" Scotchlite TripleTrim Around Cuff	$23.59
Globe	Pant System B: Accessories	06. Letters: Scotchlite or Brilliance 2" & 3" Lime / Yellow or Red / Yellow	$1.70
Globe	Pant System B: Accessories	07. Number Patches: Hook & Loop	
Globe	Pant System B: Accessories	07. Number Patches: Sew-On	
Globe	Pant System B: Accessories	08. Side Pockets: 3 Tool Compartment	$22.05
Globe	Pant System B: Accessories	08. Side Pockets: 6 Tool Compartment	$22.05
Globe	Pant System B: Accessories	08. Side Pockets: End Of Flap Silizone	$21.83
Globe	Pant System B: Accessories	08. Side Pockets: Pocket Divider (Kevlar)	$6.53
Globe	Pant System B: Accessories	08. Side Pockets: Pocket Divider (Self Material)	$10.75
Globe	Pant System B: Accessories	08. Side Pockets: Split Flap	$12.61
Globe	Pant System B: Accessories	08. Side Pockets: Wallet	$16.82
Globe	Pant System B: Accessories	09. Closures: Escape Belt with wide Belt Loops	
Globe	Pant System B: Accessories	09. Closures: Left Hand Fly	
Globe	Pant System B: Accessories	09. Closures: Zipper/Hook & Loop Fly	$6.47

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Pant System B: Accessories	10. Reinforcement (Pockets): Black Suede reinforcement (outside expansion pockets)	$17.32
Globe	Pant System B: Accessories	10. Reinforcements (Pockets): Arashield (outside expansion pockets) (black, grey, gold)	$19.14
Globe	Pant System B: Accessories	10. Reinforcements (Pockets): Kevlar Twill (pouch)	$24.83
Globe	Pant System B: Accessories	11. Reinforcements (Cuffs): Arashield (black, grey, gold)	$7.12
Globe	Pant System B: Accessories	11. Reinforcements (Cuffs): Black Suede	$1.60
Globe	Pant System B: Accessories	11. Reinforcements (Cuffs): Dragonhide	$19.24
Globe	Pant System B: Accessories	11. Reinforcements (Cuffs): Grey Suede	$28.43
Globe	Pant System B: Accessories	11. Reinforcements (Cuffs): Self Material	$16.92
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Arashield (black, grey, gold)	$21.63
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Black Suede	$21.14
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Dragonhide	$27.45
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Grey Suede	$18.10
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Padded (extra layer #76 knee padding on Liner Knee)	$7.68
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Padded (extra layer #76 knee padding on Outer Shell)	$10.19
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Padded (Stedprene and thermal liner)	$12.87
Globe	Pant System B: Accessories	12. Reinforcements (Knees): Silizone	$33.23
Globe	Pant System B: Accessories	13. Removable Knees: Arashield (black, grey, gold)	$43.40
Globe	Pant System B: Accessories	13. Removable Knees: Black Suede	$30.13
Globe	Pant System B: Accessories	13. Removable Knees: Dragonhide	$51.50
Globe	Pant System B: Accessories	13. Removable Knees: Padding	$12.88
Globe	Pant System B: Accessories	13. Removable Knees: Self Material	$51.37
Globe	Pant System B: Accessories	13. Removable Knees: Silizone	$33.23

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	Pant System B: Accessories	13. Removable Knees: Suede	$28.72
Globe	Pant System B: Accessories	14. Suspenders: Black padded ripcord H-back (standard)	$0.00
Globe	Pant System B: Accessories	14. Suspenders: Black padded ripcord H-back which trim	$11.12
Globe	Pant System B: Accessories	14. Suspenders: X-Back Suspenders	$11.12
Globe	Pant System B: Accessories	14. Suspenders: X-Back Suspenders with Trim	$11.12
Globe	Pant System B: Accessories	15. Misc.: Arashield Rappelling Harness Loops	$37.94
Globe	Pant System B: Accessories	15. Misc.: Arashield Rappelling Harness Loops w/ LH Fly	$42.16
Globe	Pant System B: Accessories	15. Misc.: Globe Guard (Crosstech Black/Tecasafe Plus)	$72.05
Globe	Pant System B: Accessories	15. Misc.: Individual Box	$3.40
Globe	Pant System B: Accessories	15. Misc.: Liner alert at Cuffs	$24.47
Globe	Pant System B: Accessories	15. Misc.: Misc.: No Bib (standard)	$0.00
Globe	Pant System B: Accessories	15. Misc.: Spanner Pocket w/ Suede	$36.96
Globe	Pant System B: Accessories	15. Misc.: Utility Loops	$35.95
Globe	Pant System B: Accessories	15. Misc.: Waterproof Dam at Cuff Reinforcement	$27.05
Globe	REAXTION Coat L	L. REAXTION Coat, Agility	$621.78
Globe	REAXTION Coat L	L. REAXTION Coat, Armor AP	$546.98
Globe	REAXTION Coat L	L. REAXTION Coat, Kombat Flex (black)	$732.23
Globe	REAXTION Coat L	L. REAXTION Coat, Kombat Flex (gold)	$690.16
Globe	REAXTION Coat L	L. REAXTION Coat, Millenia XT	$722.30
Globe	REAXTION Coat L	L. REAXTION Coat, PBI MAX (black)	$755.02
Globe	REAXTION Coat L	L. REAXTION Coat, PBI MAX (gold)	$710.61
Globe	REAXTION Coat L	L. REAXTION Coat, PBI XT (black)	$736.32
Globe	REAXTION Coat L	L. REAXTION Coat, PBI XT (gold)	$694.25
Globe	REAXTION Coat L	L. REAXTION Coat, Ultra	$625.87
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: CALDURA SL2i for Reaxtion Coat	$478.03
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: DEFENDER M SL2 for Reaxtion Coat	$302.71
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: Glide Ice 2 Layer for Reaxtion coat	$350.63
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: Glide Ice PBI G2 for Reaxtion coat	$400.30

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: Glide Ice W/ Nome3x Nano for Reaxtion coat	$500.82
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Reaxtion Coat	$378.10
Globe	REAXTION Coat L: Accessories	01. Thermal Liner: QUANTUM4i for Reaxtion Coat	$409.07
Globe	REAXTION Coat L: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Reaxtion Coat	$369.91
Globe	REAXTION Coat L: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Reaxtion Coat	$255.38
Globe	REAXTION Coat L: Accessories	02. Moisture Barrier: GORE RT7100 for Reaxtion Coat	$174.15
Globe	REAXTION Coat L: Accessories	02. Moisture Barrier: STEDAIR 3000 for Reaxtion Coat	$159.54
Globe	REAXTION Coat L: Accessories	02. Moisture Barrier: STEDAIR GOLD for Reaxtion Coat	$250.12
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two-Tone TRIM: HV for Reaxtion Coat	$111.62
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two-Tone TRIM: HV II for Reaxtion Coat	$105.74
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two-Tone TRIM: NFPA Basic Reaxtion Coat	$72.54
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA HV for Reaxtion Coat	$88.61
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA HV II for Reaxtion Coat	$83.81
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA Vert for Reaxtion Coat	$78.49
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA Vert II for Reaxtion Coat	$73.68
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NYC for Reaxtion Coat	$95.54
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: Project FIRES for Reaxtion Coat	$101.48
Globe	REAXTION Coat L: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: Project FIRES II for Reaxtion Coat	$95.61
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM :NFPA HV II for Reaxtion Coat	$126.61

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: HV for Reaxtion Coat	$168.01
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: HV II for Reaxtion Coat	$160.43
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: NFPA Basic Reaxtion Coat	$109.56
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: NFPA HV for Reaxtion Coat	$133.77
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: NFPA Vert for Reaxtion Coat	$118.51
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: NFPA Vert II for Reaxtion Coat	$111.06
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: NYC for Reaxtion Coat	$143.77
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: Project FIRES for Reaxtion Coat	$152.72
Globe	REAXTION Coat L: Accessories	03. Comfort TRIM: Project FIRES II for Reaxtion Coat	$143.90
Globe	REAXTION Coat L: Accessories	03. TRIM: HV for Reaxtion Coat	$120.83
Globe	REAXTION Coat L: Accessories	03. TRIM: HV II for Reaxtion Coat	$114.46
Globe	REAXTION Coat L: Accessories	03. TRIM: NFPA Basic Reaxtion Coat	$78.71
Globe	REAXTION Coat L: Accessories	03. TRIM: NFPA HV for Reaxtion Coat	$96.10
Globe	REAXTION Coat L: Accessories	03. TRIM: NFPA HV II for Reaxtion Coat	$90.80
Globe	REAXTION Coat L: Accessories	03. TRIM: NFPA Vert for Reaxtion Coat	$85.15
Globe	REAXTION Coat L: Accessories	03. TRIM: NFPA Vert II for Reaxtion Coat	$79.86
Globe	REAXTION Coat L: Accessories	03. TRIM: NYC for Reaxtion Coat	$103.45
Globe	REAXTION Coat L: Accessories	03. TRIM: Project FIRES for Reaxtion Coat	$109.88
Globe	REAXTION Coat L: Accessories	03. TRIM: Project FIRES II for Reaxtion Coat	$103.52
Globe	REAXTION Coat L: Accessories	03. Triple TRIM :NFPA HV II for Reaxtion Coat	$94.99
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: HV for Reaxtion Coat	$126.76
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: HV II for Reaxtion Coat	$119.65
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: NFPA Basic Reaxtion Coat	$82.41

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: NFPA HV for Reaxtion Coat	$100.57
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: NFPA Vert for Reaxtion Coat	$89.10
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: NFPA Vert II for Reaxtion Coat	$83.52
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: NYC for Reaxtion Coat	$108.12
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: Project FIRES for Reaxtion Coat	$114.85
Globe	REAXTION Coat L: Accessories	03. Triple TRIM: Project FIRES II for Reaxtion Coat	$108.19
Globe	REAXTION Coat L: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for Reaxtion Coat	$1.70
Globe	REAXTION Coat L: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for Reaxtion Coat	$1.70
Globe	REAXTION Coat L: Accessories	05. Letter Patch: Hanging 5x20 for Reaxtion Coat	$32.84
Globe	REAXTION Coat L: Accessories	05. Letter Patch: Sew-On for Reaxtion Coat	$21.34
Globe	REAXTION Coat L: Accessories	05. Letter Patch: Velcro for Reaxtion Coat	$52.93
Globe	REAXTION Coat L: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for Reaxtion Coat	$27.77
Globe	REAXTION Coat L: Accessories	06. Pockets, Side: 2x8x8 Expansion for Reaxtion Coat	$0.00
Globe	REAXTION Coat L: Accessories	06. Pockets, Side: End of Flap Silizone for Reaxtion Coat	$21.83
Globe	REAXTION Coat L: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for Reaxtion Coat	$24.83
Globe	REAXTION Coat L: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for Reaxtion Coat	$0.00
Globe	REAXTION Coat L: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for Reaxtion Coat	$0.00
Globe	REAXTION Coat L: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for Reaxtion Coat	$3.72
Globe	REAXTION Coat L: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for Reaxtion Coat	$27.02
Globe	REAXTION Coat L: Accessories	07. Closure: 8C Zipper In/Velcro Out for Reaxtion Coat	$0.00
Globe	REAXTION Coat L: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for Reaxtion Coat	$34.80

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat L: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for Reaxtion Coat	$34.80
Globe	REAXTION Coat L: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for Reaxtion Coat	$1.76
Globe	REAXTION Coat L: Accessories	09. Other: Clip, Universal for Reaxtion Coat	$9.24
Globe	REAXTION Coat L: Accessories	09. Other: Flashlight Holder, Sunlance for Reaxtion Coat	$15.07
Globe	REAXTION Coat L: Accessories	09. Other: Flashlight Holder, Survivor for Reaxtion Coat	$15.16
Globe	REAXTION Coat L: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for Reaxtion Coat	$9.86
Globe	REAXTION Coat L: Accessories	09. Other: Snap, Helmet for Reaxtion Coat	$5.45
Globe	REAXTION Coat L: Accessories	09. Other: Strap, Hanging w/ D for Reaxtion Coat	$4.58
Globe	REAXTION Coat L: Accessories	09. Other: Strap: Self Mic for Reaxtion Coat	$2.58
Globe	REAXTION Coat L: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for Reaxtion Coat	$69.34
Globe	REAXTION Coat L: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for Reaxtion Coat	$78.09
Globe	REAXTION Coat L: Accessories	09. Pockets, Extra: Radio for Reaxtion Coat	$44.83
Globe	REAXTION Coat L: Accessories	10. Wristers: 4” NOMEX for Reaxtion Coat	$0.00
Globe	REAXTION Coat L: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for Reaxtion Coat	$5.59
Globe	REAXTION Coat L: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for Reaxtion Coat	$5.10
Globe	REAXTION Coat L: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for Reaxtion Coat	$4.96
Globe	REAXTION Coat L: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for Reaxtion Coat	$19.21
Globe	REAXTION Coat L: Accessories	10. Wristers: Nomex (grey) for Reaxtion Coat	$2.06
Globe	REAXTION Coat L: Accessories	10. Wristers: Thumb Loops (add to wrister price) for Reaxtion Coat	$10.45
Globe	REAXTION Coat L: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for Reaxtion Coat	$19.14

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat L: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for Reaxtion Coat	$17.32
Globe	REAXTION Coat L: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for Reaxtion Coat	$24.18
Globe	REAXTION Coat L: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for Reaxtion Coat	$14.90
Globe	REAXTION Coat L: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Reaxtion Coat	$6.50
Globe	REAXTION Coat L: Accessories	12. Reinforced Cuffs: Black Suede for Reaxtion Coat	$1.11
Globe	REAXTION Coat L: Accessories	12. Reinforced Cuffs: DRAGONHIDE for Reaxtion Coat	$6.80
Globe	REAXTION Coat L: Accessories	12. Reinforced Cuffs: Grey Suede for Reaxtion Coat	$0.00
Globe	REAXTION Coat L: Accessories	12. Reinforced Cuffs: Self Material for Reaxtion Coat	$8.26
Globe	REAXTION Coat L: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for Reaxtion Coat	$19.71
Globe	REAXTION Coat L: Accessories	13. Reinforced Elbows: Black Suede for Reaxtion Coat	$13.59
Globe	REAXTION Coat L: Accessories	13. Reinforced Elbows: DRAGONHIDE for Reaxtion Coat	$22.71
Globe	REAXTION Coat L: Accessories	13. Reinforced Elbows: Grey Suede for Reaxtion Coat	$12.51
Globe	REAXTION Coat L: Accessories	13. Reinforced Elbows: Self Material for Reaxtion Coat	$23.59
Globe	REAXTION Coat L: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for Reaxtion Coat	$10.03
Globe	REAXTION Coat L: Accessories	14. Reinforced Shoulders: Black Suede for Reaxtion Coat	$10.19
Globe	REAXTION Coat L: Accessories	14. Reinforced Shoulders: DRAGONHIDE for Reaxtion Coat	$13.00
Globe	REAXTION Coat L: Accessories	14. Reinforced Shoulders: Grey Suede for Reaxtion Coat	$9.28
Globe	REAXTION Coat L: Accessories	14. Reinforced Shoulders: Padded for Reaxtion Coat	$9.81
Globe	REAXTION Coat L: Accessories	14. Reinforced Shoulders: Self Material for Reaxtion Coat	$13.04

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat L: Accessories	15. Reinforced Upper Back: Padded for Reaxtion Coat	$9.61
Globe	REAXTION Coat L: Accessories	15. Reinforced Upper Back: Self Material for Reaxtion Coat	$20.32
Globe	REAXTION Coat L: Accessories	16. Misc.: Custom Printed Patch for Reaxtion Coat	$22.22
Globe	REAXTION Coat L: Accessories	16. Misc.: Embroidered Flag for Reaxtion Coat	$10.97
Globe	REAXTION Coat L: Accessories	16. Misc.: Individual Box for Reaxtion Coat	$3.40
Globe	REAXTION Coat L: Accessories	16. Misc.: Liner Alert at Hem for Reaxtion Coat	$24.47
Globe	REAXTION Coat M	M. REAXTION, Advance	$526.53
Globe	REAXTION Coat M	M. REAXTION, Black PCA Advance	$553.41
Globe	REAXTION Coat M	M. REAXTION, Nomex	$485.62
Globe	REAXTION Coat M	M. REAXTION, Pioneer	$522.44
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: CALDURA SL2i for Reaxtion Coat	$478.03
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: DEFENDER M SL2 (Brass) for Reaxtion Coat	$302.71
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: DEFENDER M SL2 (Camo) for Reaxtion Coat	$301.54
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: Glide Ice 2 Layer for Reaxtion coat	$350.63
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: Glide Ice PBI G2 for Reaxtion coat	$400.30
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: Glide Ice W/ Nome3x Nano for Reaxtion coat	$500.82
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: QUANTUM3D SL2i (2 layer) for Reaxtion Coat	$378.10
Globe	REAXTION Coat M: Accessories	01. Thermal Liner: QUANTUM4i for Reaxtion Coat	$409.07
Globe	REAXTION Coat M: Accessories	02. Moisture Barrier: CROSSTECH 3-LAYER for Reaxtion Coat	$369.91
Globe	REAXTION Coat M: Accessories	02. Moisture Barrier: CROSSTECH BLACK for Reaxtion Coat	$255.38
Globe	REAXTION Coat M: Accessories	02. Moisture Barrier: GORE RT7100 for Reaxtion Coat	$174.15
Globe	REAXTION Coat M: Accessories	02. Moisture Barrier: STEDAIR 3000 for Reaxtion Coat	$159.54
Globe	REAXTION Coat M: Accessories	02. Moisture Barrier: STEDAIR GOLD for Reaxtion Coat	$250.12

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: HV for Reaxtion Coat	$111.62
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: HV II for Reaxtion Coat	$105.74
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA Basic Reaxtion Coat	$72.54
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA HV for Reaxtion Coat	$88.61
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA HV II for Reaxtion Coat	$83.81
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA Vert for Reaxtion Coat	$78.49
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NFPA Vert II for Reaxtion Coat	$73.68
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: NYC for Reaxtion Coat	$95.54
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: Project FIRES for Reaxtion Coat	$101.48
Globe	REAXTION Coat M: Accessories	03. Brilliance w/ Stripe and Two Tone TRIM: Project FIRES II for Reaxtion Coat	$95.61
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM :NFPA HV II for Reaxtion Coat	$126.61
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: HV for Reaxtion Coat	$168.01
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: HV II for Reaxtion Coat	$160.43
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: NFPA Basic Reaxtion Coat	$109.56
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: NFPA HV for Reaxtion Coat	$133.77
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: NFPA Vert for Reaxtion Coat	$118.51
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: NFPA Vert II for Reaxtion Coat	$111.06
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: NYC for Reaxtion Coat	$143.77
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: Project FIRES for Reaxtion Coat	$152.72

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat M: Accessories	03. Comfort TRIM: Project FIRES II for Reaxtion Coat	$143.90
Globe	REAXTION Coat M: Accessories	03. TRIM: HV for Reaxtion Coat	$120.83
Globe	REAXTION Coat M: Accessories	03. TRIM: HV II for Reaxtion Coat	$114.46
Globe	REAXTION Coat M: Accessories	03. TRIM: NFPA Basic Reaxtion Coat	$78.71
Globe	REAXTION Coat M: Accessories	03. TRIM: NFPA HV for Reaxtion Coat	$96.10
Globe	REAXTION Coat M: Accessories	03. TRIM: NFPA HV II for Reaxtion Coat	$90.80
Globe	REAXTION Coat M: Accessories	03. TRIM: NFPA Vert for Reaxtion Coat	$85.15
Globe	REAXTION Coat M: Accessories	03. TRIM: NFPA Vert II for Reaxtion Coat	$79.86
Globe	REAXTION Coat M: Accessories	03. TRIM: NYC for Reaxtion Coat	$103.45
Globe	REAXTION Coat M: Accessories	03. TRIM: Project FIRES for Reaxtion Coat	$109.88
Globe	REAXTION Coat M: Accessories	03. TRIM: Project FIRES II for Reaxtion Coat	$103.52
Globe	REAXTION Coat M: Accessories	03. Triple TRIM :NFPA HV II for Reaxtion Coat	$94.99
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: HV for Reaxtion Coat	$126.76
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: HV II for Reaxtion Coat	$119.65
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: NFPA Basic Reaxtion Coat	$82.41
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: NFPA HV for Reaxtion Coat	$100.57
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: NFPA Vert for Reaxtion Coat	$89.10
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: NFPA Vert II for Reaxtion Coat	$83.52
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: NYC for Reaxtion Coat	$108.12
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: Project FIRES for Reaxtion Coat	$114.85
Globe	REAXTION Coat M: Accessories	03. Triple TRIM: Project FIRES II for Reaxtion Coat	$108.19
Globe	REAXTION Coat M: Accessories	04. Letters: 2" Scotchlite Letters (per letter) (L/Y or R/O) for Reaxtion Coat	$1.70

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat M: Accessories	04. Letters: 3" Scotchlite Letters (per letter) (L/Y or R/O) for Reaxtion Coat	$1.70
Globe	REAXTION Coat M: Accessories	05. Letter Patch: Hanging 5x20 for Reaxtion Coat	$26.30
Globe	REAXTION Coat M: Accessories	05. Letter Patch: Sew-On for Reaxtion Coat	$12.28
Globe	REAXTION Coat M: Accessories	05. Letter Patch: Velcro for Reaxtion Coat	$44.34
Globe	REAXTION Coat M: Accessories	06. Pockets, Side: 2x10 x6 Half High Expansion Pockets for Reaxtion Coat	$19.12
Globe	REAXTION Coat M: Accessories	06. Pockets, Side: 2x8x8 Expansion for Reaxtion Coat	$0.00
Globe	REAXTION Coat M: Accessories	06. Pockets, Side: End of Flap Silizone for Reaxtion Coat	$21.83
Globe	REAXTION Coat M: Accessories	06. Pockets, Side: Twill Pouch (Kevlar) for Reaxtion Coat	$24.83
Globe	REAXTION Coat M: Accessories	07. Closure: 17C Snap In/Hook & Dee Out for Reaxtion Coat	$0.00
Globe	REAXTION Coat M: Accessories	07. Closure: 5C Velcro In/Hook & Dee Out for Reaxtion Coat	$0.00
Globe	REAXTION Coat M: Accessories	07. Closure: 6C Zipper In/Hook & Dee Out for Reaxtion Coat	$3.72
Globe	REAXTION Coat M: Accessories	07. Closure: 7C Hook & Dee In/Velcro Out for Reaxtion Coat	$19.73
Globe	REAXTION Coat M: Accessories	07. Closure: 8C Zipper In/Velcro Out for Reaxtion Coat	$0.00
Globe	REAXTION Coat M: Accessories	08. Pockets, Extra: 2x3x7.5 Flashlight for Reaxtion Coat	$26.73
Globe	REAXTION Coat M: Accessories	08. Pockets, Extra: 2x3x9 Flashlight for Reaxtion Coat	$26.73
Globe	REAXTION Coat M: Accessories	08. Pockets, Extra: Antenna Notch in #13P Flap for Reaxtion Coat	$1.76
Globe	REAXTION Coat M: Accessories	09. Other: Clip, Universal for Reaxtion Coat	$7.19
Globe	REAXTION Coat M: Accessories	09. Other: Flashlight Holder, Sunlance for Reaxtion Coat	$11.99
Globe	REAXTION Coat M: Accessories	09. Other: Flashlight Holder, Survivor for Reaxtion Coat	$12.09
Globe	REAXTION Coat M: Accessories	09. Other: Snap & Strap w/ Velcro, Helmet for Reaxtion Coat	$7.81
Globe	REAXTION Coat M: Accessories	09. Other: Snap, Helmet for Reaxtion Coat	$4.58

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat M: Accessories	09. Other: Strap, Hanging w/ D for Reaxtion Coat	$3.10
Globe	REAXTION Coat M: Accessories	09. Other: Strap: Self Mic for Reaxtion Coat	$1.99
Globe	REAXTION Coat M: Accessories	09. Pockets, Extra: Face Mask Pouch: 4x9x15 for Reaxtion Coat	$52.93
Globe	REAXTION Coat M: Accessories	09. Pockets, Extra: Face Mask Pouch: Detachable for Reaxtion Coat	$56.92
Globe	REAXTION Coat M: Accessories	09. Pockets, Extra: Radio for Reaxtion Coat	$34.64
Globe	REAXTION Coat M: Accessories	10. Wristers: 4” NOMEX for Reaxtion Coat	$0.00
Globe	REAXTION Coat M: Accessories	10. Wristers: Hand & Wrist Guards (grey Nomex) for Reaxtion Coat	$5.59
Globe	REAXTION Coat M: Accessories	10. Wristers: Hand & Wrist Guards (Kevlar) for Reaxtion Coat	$5.10
Globe	REAXTION Coat M: Accessories	10. Wristers: Hand & Wrist Guards (Nomex) for Reaxtion Coat	$4.96
Globe	REAXTION Coat M: Accessories	10. Wristers: Hand & Wrist Guards (PBI) for Reaxtion Coat	$19.21
Globe	REAXTION Coat M: Accessories	10. Wristers: Nomex (grey) for Reaxtion Coat	$2.06
Globe	REAXTION Coat M: Accessories	10. Wristers: Thumb Loops (add to wrister price) for Reaxtion Coat	$10.45
Globe	REAXTION Coat M: Accessories	11. Reinforced Pockets (expansion): ARA-SHIELD (Outside) for Reaxtion Coat	$19.14
Globe	REAXTION Coat M: Accessories	11. Reinforced Pockets (expansion): Black Suede (Outside) for Reaxtion Coat	$17.32
Globe	REAXTION Coat M: Accessories	11. Reinforced Pockets (expansion): DRAGONHIDE (Outside) for Reaxtion Coat	$24.18
Globe	REAXTION Coat M: Accessories	11. Reinforced Pockets (expansion): Grey Suede (Outside) for Reaxtion Coat	$14.90
Globe	REAXTION Coat M: Accessories	12. Reinforced Cuffs: ARA-SHIELD (Black, Grey, Gold) for Reaxtion Coat	$6.50
Globe	REAXTION Coat M: Accessories	12. Reinforced Cuffs: Black Suede for Reaxtion Coat	$1.11
Globe	REAXTION Coat M: Accessories	12. Reinforced Cuffs: DRAGONHIDE for Reaxtion Coat	$6.80

MFGNAME	VENDPART	PRODNAME	CURRENT GSA PRICE w/IFF
Globe	REAXTION Coat M: Accessories	12. Reinforced Cuffs: Grey Suede for Reaxtion Coat	$0.00
Globe	REAXTION Coat M: Accessories	12. Reinforced Cuffs: Self Material for Reaxtion Coat	$2.88
Globe	REAXTION Coat M: Accessories	13. Reinforced Elbows: ARA-SHIELD (Black, Grey, Gold) for Reaxtion Coat	$19.71
Globe	REAXTION Coat M: Accessories	13. Reinforced Elbows: Black Suede for Reaxtion Coat	$13.59
Globe	REAXTION Coat M: Accessories	13. Reinforced Elbows: DRAGONHIDE for Reaxtion Coat	$22.71
Globe	REAXTION Coat M: Accessories	13. Reinforced Elbows: Grey Suede for Reaxtion Coat	$12.51
Globe	REAXTION Coat M: Accessories	13. Reinforced Elbows: Self Material for Reaxtion Coat	$15.85
Globe	REAXTION Coat M: Accessories	14. Reinforced Shoulders: ARA-SHIELD (Black, Grey, Gold) for Reaxtion Coat	$10.03
Globe	REAXTION Coat M: Accessories	14. Reinforced Shoulders: Black Suede for Reaxtion Coat	$10.19
Globe	REAXTION Coat M: Accessories	14. Reinforced Shoulders: DRAGONHIDE for Reaxtion Coat	$13.00
Globe	REAXTION Coat M: Accessories	14. Reinforced Shoulders: Grey Suede for Reaxtion Coat	$9.28
Globe	REAXTION Coat M: Accessories	14. Reinforced Shoulders: Padded for Reaxtion Coat	$9.81
Globe	REAXTION Coat M: Accessories	14. Reinforced Shoulders: Self Material for Reaxtion Coat	$8.82
Globe	REAXTION Coat M: Accessories	15. Reinforced Upper Back: Padded for Reaxtion Coat	$9.61
Globe	REAXTION Coat M: Accessories	15. Reinforced Upper Back: Self Material for Reaxtion Coat	$11.83
Globe	REAXTION Coat M: Accessories	16. Misc.: Custom Printed Patch for Reaxtion Coat	$22.22
Globe	REAXTION Coat M: Accessories	16. Misc.: Embroidered Flag for Reaxtion Coat	$10.97
Globe	REAXTION Coat M: Accessories	16. Misc.: Individual Box for Reaxtion Coat	$3.40

Contract Clause Document

for

Solicitation Number : **7FCI-L3-030084-B**

Refresh Number : **36**

Contract Number : **47QSWA18D009Y**

Created on July 3, 2019

TABLE OF CONTENTS

Contract Clauses

52.202-1 - DEFINITIONS (NOV 2013)..... 1
52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)..... 1
52.203-17 - CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)..... 4
52.203-3 - GRATUITIES (APR 1984)..... 4
52.203-6 - RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)..... 5
52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)..... 5
52.204-13 - SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)..... 8
52.204-15 - SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)..... 9
52.204-18 - COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)..... 10
52.204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)..... 11
52.204-21 - BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)..... 11
52.204-23 - PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)..... 12
52.204-4 - PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)..... 14
52.204-7 - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)..... 14
52.204-9 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)..... 15
52.207-5 - OPTION TO PURCHASE EQUIPMENT (FEB 1995)..... 16
52.208-9 - CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)..... 16
52.209-1 - QUALIFICATION REQUIREMENTS (FEB 1995)..... 17
52.209-10 - PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)..... 18
52.209-6 - PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)..... 18
52.209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)..... 19
52.211-16 - VARIATION IN QUANTITY (APR 1984)..... 20
52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (AUG 2012)..... 21
52.215-21 - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)..... 25
52.216-18 - ORDERING (OCT 1995) (DEVIATION II - FEB 2007)..... 25
52.216-19 - ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)..... 25
52.216-22 - INDEFINITE QUANTITY (OCT 1995)..... 26
52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)..... 27
52.219-13 - NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)..... 27
52.219-14 - LIMITATIONS ON SUBCONTRACTING (JAN 2017)..... 27
52.219-16 - LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)..... 28
52.219-27 - NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)..... 28
52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)..... 30
52.219-29 - NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY

DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)....31
52.219-3 - NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)....32
52.219-30 - NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)....34
52.219-6 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)....36
52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)....36
52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)....38
52.222-1 - NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)....47
52.222-17 - NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)....47
52.222-19 - CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018). 51
52.222-21 - PROHIBITION OF SEGREGATED FACILITIES (APR 2015)....52
52.222-26 - EQUAL OPPORTUNITY (SEP 2016)....52
52.222-29 - NOTIFICATION OF VISA DENIAL (APR 2015)....55
52.222-3 - CONVICT LABOR (JUN 2003)....55
52.222-35 - EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)....56
52.222-36 - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)....56
52.222-37 - EMPLOYMENT REPORTS ON VETERANS (FEB 2016)....56
52.222-40 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)....57
52.222-41 - SERVICE CONTRACT LABOR STANDARDS (AUG 2018)....58
52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)....64
52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ##PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)....64
52.222-49 - SERVICE CONTRACT LABOR STANDARDS â## PLACE OF PERFORMANCE UNKNOWN (MAY 2014)....65
52.222-50 - COMBATING TRAFFICKING IN PERSONS (JAN 2019)....66
52.222-51 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)....73
52.222-53 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)....74
52.222-54 - EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)....75
52.222-55 - MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)....77
52.222-6 - CONSTRUCTION WAGE RATE REQUIREMENTS (08/22/2018)....81
52.222-62 - PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)....83
52.222-7 - WITHHOLDING OF FUNDS (MAY 2014)....88
52.222-8 - PAYROLLS AND BASIC RECORDS (AUG 2018)....88
52.222-9 - APPRENTICES AND TRAINEES (JUL 2005)....89
52.223-10 - WASTE REDUCTION PROGRAM (MAY 2011)....91
52.223-11 - OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)....91
52.223-17 - AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)....92
52.223-18 - ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)....93
52.223-19 - COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)....93
52.223-2 - AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)....94
52.223-3 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I - JUL 1995)....94
52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)....96
52.223-7 - NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)....96
52.224-1 - PRIVACY ACT NOTIFICATION (APR 1984)....97
52.224-2 - PRIVACY ACT (APR 1984)....97
52.225-13 - RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)....98
52.225-5 - TRADE AGREEMENTS (AUG 2018)....98
52.228-5 - INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)....101

52.229-1 - STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)..... 101
52.229-3 - FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)..... 101
52.232-17 - INTEREST (MAY 2014) (DEVIATION I - MAY 2003)..... 102
52.232-19 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)..... 103
52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)..... 103
52.232-34 - PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)..... 104
52.232-36 - PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)..... 107
52.232-37 - MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)..... 108
52.232-40 - PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)..... 108
52.233-1 - DISPUTES (MAY 2014)..... 108
52.233-3 - PROTEST AFTER AWARD (AUG 1996)..... 109
52.233-4 - APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)..... 110
52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)..... 110
52.237-3 - CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)..... 110
52.239-1 - PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)..... 111
52.242-13 - BANKRUPTCY (JUL 1995)..... 111
52.242-15 - STOP-WORK ORDER (AUG 1989)..... 111
52.242-5 - PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)..... 112
52.246-4 - INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003). 113
52.247-1 - COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (DEVIATION I - JUL 2008) 113
52.247-32 - F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006) (DEVIATION I - JUL 2008)..... 114
52.247-34 - F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)..... 115
52.247-38 - F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)..... 116
52.247-39 - F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) (DEVIATION I - JUL 2008)..... 117
52.247-58 - LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)..... 117
52.247-64 - PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)..... 117
52.247-65 - F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991) (DEVIATION I - JUL 2008)..... 119
52.247-68 - REPORT OF SHIPMENT (REPSHIP) (FEB 2006)..... 119
52.251-1 - GOVERNMENT SUPPLY SOURCES (APR 2012)..... 120
52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... 120
552.203-71 - RESTRICTION ON ADVERTISING (SEP 1999)..... 124
552.211-73 - MARKING (FEB 1996)..... 124
552.211-75 - PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)..... 124
552.211-77 - PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)..... 124
552.211-78 - COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)..... 125
552.211-8 - TIME OF DELIVERY (SEP 1999)..... 126
552.211-89 - NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016) 126
552.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2007) (DEVIATION - FEB 2018)..... 127
552.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)..... 135
552.212-70 - PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)..... 147
552.212-71 - CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2016)..... 148
552.212-72 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2015)..... 149
552.215-71 - EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL

..... 150
552.215-72 - PRICE ADJUSTMENT - FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)..... 150
552.215-73 - NOTICE (JUL 2016)..... 150
552.216-70 - ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999) (DEVIATION - APR 2007)..... 151
552.216-72 - PLACEMENT OF ORDERS (JAN 2016)..... 151
552.223-70 - HAZARDOUS SUBSTANCES (MAY 1989)..... 152
552.223-71 - NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)..... 152
552.223-73 - PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)..... 153
552.228-5 - GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)..... 154
552.229-70 - FEDERAL, STATE, AND LOCAL TAXES (APR 1984)..... 154
552.229-71 - FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)..... 154
552.232-23 - ASSIGNMENT OF CLAIMS (SEP 1999)..... 154
552.232-8 - DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)..... 154
552.232-81 - PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)..... 155
552.232-83 - CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)..... 155
552.238-71 - SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION -- JUN 2016)..... 156
552.238-72 - IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)..... 156
552.238-73 - CANCELLATION (SEP 1999)..... 158
552.238-74 - INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2014)..... 158
552.238-75 - PRICE REDUCTIONS (JUL 2016)..... 160
552.238-77 - DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016)..... 161
552.238-78 - SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016)..... 161
552.238-79 - USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)..... 162
552.238-81 - MODIFICATION (FEDERAL SUPPLY SCHEDULE) (APR 2014) (ALTERNATE I - JUN 2016)..... 164
552.238-82 - SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018)..... 165
552.246-73 - WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) (ALTERNATE I -- MAY 2003)..... 167
552.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)..... 167
C-FSS-370 - CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)..... 168
C-FSS-411 - FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)..... 169
C-FSS-412 - CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)..... 169
C-FSS-425 - WORKMANSHIP (OCT 1988)..... 169
C-FSS-427 - ANSI STANDARDS (JUL 1991)..... 170
CI-FSS-056 - FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)..... 170
D-FSS-440 - PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997)..... 170
D-FSS-447 - SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992)..... 171
D-FSS-456 - PACKAGING AND PACKING (APR 1984)..... 171
D-FSS-471 - MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984) 172
D-FSS-477 - TRANSSHIPMENTS (APR 1984)..... 172
E-FSS-521-D - INSPECTION (MAY 2000)..... 172
E-FSS-522 - INSPECTION AT DESTINATION (MAR 1996)..... 173
F-FSS-202-F - DELIVERY PRICES (APR 1984)..... 173
F-FSS-202-G - DELIVERY PRICES (JAN 1994)..... 174
F-FSS-230 - DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)..... 174
F-FSS-244-B - ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)..... 175

F-FSS-736-A - EXPORT TRAFFIC RELEASE (OCT 1988)....175
F-FSS-772 - CARLOAD SHIPMENTS (APR 1984)....176
G-FSS-900-C - CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)....176
G-FSS-906 - VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)....177
G-FSS-907 - ORDER ACKNOWLEDGEMENT (APR 1984)....177
G-FSS-910 - DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS (OCT 1988)....177
I-FSS-103 - SCOPE OF CONTRACT WORLDWIDE (JUL 2002)....177
I-FSS-106 - GUARANTEED MINIMUM (NOV 2018)....178
I-FSS-108 - CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)....178
I-FSS-109 - ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)....179
I-FSS-140-B - URGENT REQUIREMENTS (JAN 1994)....179
I-FSS-163 - OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)....179
I-FSS-314 - FOREIGN TAXES AND DUTIES (DEC 1990)....179
I-FSS-40 - CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)....180
I-FSS-50 - PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)....180
I-FSS-594 - PARTS AND SERVICE (OCT 1988)....180
I-FSS-597 - GSA ADVANTAGE! (OCT 2014)....181
I-FSS-599 - ELECTRONIC COMMERCE - FACNET (APRIL 2018)....181
I-FSS-60 - PERFORMANCE INCENTIVES (APR 2000)....182
I-FSS-600 - CONTRACT PRICE LISTS (OCT 2016)....183
I-FSS-639 - CONTRACT SALES CRITERIA (MAR 2002)....186
I-FSS-644 - DEALERS AND SUPPLIERS (OCT 1988)....186
I-FSS-646 - BLANKET PURCHASE AGREEMENTS (MAY 2000)....187
I-FSS-680 - DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)....187
I-FSS-965 - INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)....187
I-FSS-969 - ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (OCT 2014)187

52.202-1 DEFINITIONS (NOV##2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless###

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

52.203-13 Contractor Code of Business Ethics and Conduct (OCT##2015)

(a) Definitions. As used in this clause ###

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation ###

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require ###

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from ###

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall ###

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall ###

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) #################(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector
General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed ###

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked ###confidential### or ###proprietary### by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control

system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall ###

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including ###

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR##2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112###239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

52.203-3 GRATUITIES (APR##1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative###

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled###

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10##times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE##I###OCT##1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT##2016)

(a) *Definitions.* As used in this clause:

###Executive### means officers, managing partners, or any other employees in management positions.

###First-tier subcontract### means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor###s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor###s general and administrative expenses or indirect costs.

###Month of award### means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

###Total compensation### means the cash and noncash dollar value earned by the executive during the Contractor###s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board###s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)############(1) Executive compensation of the prime contractor. As a part of its annual registration

requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if#####

(i) In the Contractor###s preceding fiscal year, the Contractor received#####

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor###s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor###s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor###s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of $30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor###s preceding completed fiscal year at http://www.fsrs.gov, if#####

(i) In the subcontractor###s preceding fiscal year, the subcontractor received#####

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than $30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)############(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT##2018)

(a) *Definitions*. As used in this clause#####

###Electronic Funds Transfer (EFT) indicator### means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

######Registered in the System for Award Management (SAM)### means that#####

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ###Active###.

###System for Award Management (SAM)### means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes###

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

###Unique entity identifier### means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204###7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final

payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government###s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)##########(1)##############(i)####If a Contractor has legally changed its business name or *doing business* as name

(whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day###s written notification of its intention to#####

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ###Suspension of Payment### paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor###s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ######Suspension of Payment###### paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT##2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not

include the Contractor###s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor###s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1### September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor###s failure to comply with the reporting requirements a part of the Contractor###s performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)############(1)####The Contractor shall require each first-tier subcontractor providing services under this
contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL##2016) 4.1804(c)

(a) *Definition.* As used in this clause ###

Commercial and Government Entity (CAGE) code means ###

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by

the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC##2014)

The Contractor###s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN##2016)

(a) *Definitions.* As used in this clause#####

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL##2018)

(a) *Definitions.* As used in this clause ###

Covered article means any hardware, software, or service that ###

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means ###

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115###91) prohibits Government use of any covered article. The Contractor is prohibited from ###

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this

clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY##2011)

(a) *Definitions*. As used in this clause###

Postconsumer fiber means###

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers### over-runs, converters### scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT##2018)

(a) Definitions. As used in this provision#####

###Electronic Funds Transfer (EFT) indicator### means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

###Registered in the System for Award Management (SAM)### means that#####

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM

registration process; and

(4) The Government has marked the record ###Active###.

###Unique entity identifier### means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ###Unique Entity Identifier### followed by the unique entity identifier that identifies the Offeror###s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN##2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return

such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee###s employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor###s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be ###continuous rental.###

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY##2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41##U.S.C.##8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an

AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.209-1 QUALIFICATION REQUIREMENTS (FEB##1995) 9.206-2

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

####(Name) Brenda McCall, GSA

####(Address) Brenda.mccall@gsa.gov

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

####Offeror's Name _____

####Manufacturer's Name _____

####Source's Name _____

####Item Name _____

####Service Identification _____

####Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an

applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

Note: Regulation 52.209-1
Qualification Requirements clause applies to SINs 246 35 7 and 246 60 5. See SIN descriptions in Part 1 - Goods and Services and the solicitation document titled Schedule 84-FSC Group 63-Technical Requirements for information regarding the qualification requirements.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV##2014)

(a) *Definitions*. As used in this clause#####

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned#####

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT##2015)

(a) *Definition*. ###Commercially available off-the-shelf (COTS)### item, as used in this clause#####

(1) Means any item of supply (including construction material) that is#####

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government###s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor###s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government###s interests when dealing with such subcontractor in view of the specific basis for the party###s debarment, suspension, or proposed debarment.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that#####

(1) Exceeds $35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT##2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111###212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments#####

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by#####

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for#####

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor###s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209###9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111###212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.211-16 VARIATION IN QUANTITY (APR##1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 percent increase

0 percent decrease

This increase or decrease shall apply to 0.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS ### COMMERCIAL ITEMS (AUG##2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb##2009) (22##U.S.C. 7104(g)).

[ ] Alternate I (Aug##2007) of 52.222-50 (22##U.S.C. 7104(g)).

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)	Clause
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	Clause
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS	Clause

	CONCERNS (DEC 2015)	
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY	Clause

	SAFEGUARDS (AUG 1996)	
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(2) 52.233-3, Protest After Award (AUG##1996) (31##U.S.C.##3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT##2004) (Pub.##L.##108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ##PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	Clause
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Required as applicable

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified

acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records###Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)############(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this

clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause ###

(i) 52.203###13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110###252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219###8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219###8 in lower tier subcontracts that offer subcontracting

(iii) [Reserved]

(iv) 52.222###26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222###35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222###36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222###40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.##13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222###40.

(viii) 52.222###41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222###50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[Required as applicable] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222###51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222###53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247###64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247###64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA ### MODIFICATIONS (OCT##2010) (ALTERNATE##IV ### OCT##2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403###3.]

(1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

Note: Regulation 52.215-21
Reference in this clause to 552.243-72 should be 552.238-81.

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered ###issued### when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT##1995) (DEVIATION II ### FEB##2007)16.506(b)

(a) *Minimum order*. When the ordering activity requires supplies or services covered by this contract in an amount of less than to be negotiated, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor#####

(1) Any order for a single item in excess of See Note below;

(2) Any order for a combination of items in excess of See Note below; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

Note: Regulation 52.216-19
Note: For maximum order limits (MOL) see Goods/Services section. MOL applies to single orders under a SIN, regardless of whether for a single item or combination of items. MOLs are not limits on the size order that may be placed, but are only thresholds that apply to the provisions of the clause.

Note: Due to a system limitation, a Maximum Order value of $100,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level Materials.

52.216-22 INDEFINITE QUANTITY (OCT##1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. [*insert date*].

52.217-8 OPTION TO EXTEND SERVICES (NOV##1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6##months. The Contracting Officer may exercise the option by written notice to the Contractor within Per task or delivery order.

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN##2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to#####

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for###

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including

the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-16 LIQUIDATED DAMAGES###SUBCONTRACTING PLAN (JAN##1999)

(a) ###Failure to make a good faith effort to comply with the subcontracting plan###, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled ###Small Business Subcontracting Plan,### or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled ###Small Business Subcontracting Plan,### the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV##2011)

(a) *Definition.* ###Service-disabled veteran-owned small business concern######

(1) Means a small business concern#####

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) ###Service-disabled veteran### means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for#####

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern###s employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern###s employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if#####

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in

19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

52.219-28 POST###AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL##2013)

(a) *Definitions.* As used in this clause#####

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ###not dominant in its field of operation### when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts#####

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other

data in SAM, as necessary, to ensure that they reflect the Contractor###s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____.####[*Contractor to sign and date and insert authorized signer's name and title*].

_____ _____
Contractor Signature / Date

_____ _____
Authorized Signer###s Name / Title

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC##2015)

(a) *Definitions*. ###Economically disadvantaged women-owned small business (EDWOSB) concern### means#####

A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

###*WOSB Program Repository*### means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) *Agreement*. An EDWOSB concern agrees that in the performance of the contract for#####

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) *Joint Venture.* A joint venture may be considered an EDWOSB concern if#####

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The EDWOSB participant of the joint venture is designated in System for Award Management as an EDWOSB concern;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions#####

(i) Setting forth the purpose of the joint venture;

(ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.

(4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

(f) Nonmanufacturer. An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV##2011)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for#####

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees or on a combination of the HUBZone prime contractor###s employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor###s employees or on a combination of the HUBZone prime contractor###s employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for

personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f)############(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern

nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC##2015)

(a) *Definitions*. ###Women-owned small business (WOSB) concern eligible under the WOSB Program### (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

###WOSB Program Repository### means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not

be considered.

(2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.

(3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement.* A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for#####

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if#####

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions#####

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) Nonmanufacturer. A WOSB concern eligible under the WOSB Program that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to#####

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(a) Definitions. As used in this contract#####

###HUBZone small business concern### means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

###Service-disabled veteran-owned small business concern########

(1) Means a small business concern#####

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

###Small business concern### means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

###Small disadvantaged business concern###, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that#####

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by#####

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

###Veteran-owned small business concern### means a small business concern#####

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

###Women-owned small business concern### means a small business concern#####

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor###s compliance with this clause.

(d) (1) The Contractor may accept a subcontractor###s written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small

business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor###s representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if#####

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor###s size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include#####

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG##2018) (ATERNATE II ### NOV##2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause#####

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Government-wide, electronic,

web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror###s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)############(1)####Proposals submitted in response to this solicitation shall include a subcontracting plan

that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)########(i)####The Contractor may accept a subcontractor###s written representations of its size and

socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor###s representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small

business in the System for Award Management (SAM) if###

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor###s size or socioeconomic status.

(d) The Offeror###s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626#####

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC###s or the Indian tribe###s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of#####

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the

Offeror###s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to#####

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern###s size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with#####

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror###s subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled ######Utilization of Small Business Concerns###### in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will#####

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror###s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor###s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have

been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.,* SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating#####

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact#####

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through#####

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if#####

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern###s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all ###make-or-buy### decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219###8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as

part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided#####

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror###s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor###s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government###s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212###5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244###6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with##

(1) the clause of this contract entitled ######Utilization Of Small Business Concerns,###### or

(2) an approved plan required by this clause, shall be a material breach of the contract and may be

considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)######(A)####When a subcontracting plan contains separate goals for the basic contract

and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301###2(e), the Contractor###s achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides#####

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2)##*SSR.* (i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency###s contracts, provided at least one of that agency###s contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government###s fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government###s fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB##1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY##2014)

(a) ###Service employee###, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term ###service employee### includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee###s qualifications based upon the individual###s education and employment history, with particular emphasis on the employee###s experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor###s first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)############(1)##Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor

and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee###s past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program###s requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans### Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable

laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)############(1)##The Contractor shall, not less than 30 days before completion of the Contractor###s

performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor###s workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be#####

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)############(1)##If required in accordance with 52.222###41(n), the predecessor Contractor shall, not less

than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222###41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral

offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233###1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures#####

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-19 CHILD LABOR###COOPERATION WITH AUTHORITIES AND REMEDIES (JAN##2018) 22.1505(b)

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in#####

(1) Canada, and the anticipated value of the acquisition is $25,000 or more;

(2) Israel, and the anticipated value of the acquisition is $50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is $80,317 or more; or

(4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $180,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR##2015)

(a) *Definitions*. As used in this clause#####

Gender identity has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-26 EQUAL OPPORTUNITY (SEP##2016)

(a) *Definition.* As used in this clause.

###Compensation### means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

###Compensation information### means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor###s profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

###Essential job functions### means the fundamental job duties of the employment position an

individual holds. A job function may be considered essential if#####

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

###Gender identity### has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

###Sexual orientation### has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

###United States,### means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)########(1)##If, during any 12-month period (including the 12 months preceding the award of this contract),

the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)########(1)##The Contractor shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to ###

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on

behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5)########(i)##The Contractor shall not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee###s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor###s legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by#####

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bar-gaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers### representative of the Contractor###s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or

purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41##CFR##60-1.1.

52.222-29 NOTIFICATION OF VISA DENIAL (APR##2015)

(a) *Definitions*. As used in this clause#####

Gender identity has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor###s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify*.

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual###s race, color, religion, sex, sexual orientation, gender identity, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60###1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

52.222-3 CONVICT LABOR (JUN##2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons###

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are

authorized to work at paid employment in the community under the laws of such jurisdiction, if###

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order##11755, as amended by Executive Orders 12608 and 12943.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT##2015)

(a) *Definitions.* As used in this clause#####

###Active duty wartime or campaign badge veteran,### ###Armed Forces service medal veteran,### ###disabled veteran,### ###protected veteran,### ###qualified disabled veteran,### and ###recently separated veteran### have the meanings given at
FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60###300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL##2014)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60### 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB##2016)

(a) *Definitions.* As used in this clause, ###active duty wartime or campaign badge veteran,### ###Armed Forces service medal veteran,### ###disabled veteran,### ###protected veteran,### and ###recently separated veteran,### have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on#####

(1) The total number of employees in the contractor###s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS###4212 ###Federal Contractor Veterans### Employment Report### (see ###VETS###4212 Federal Contractor Reporting### and ###Filing Your VETS###4212 Report### at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12###month period preceding the ending date selected for the report. Contractors may select an ending date#####

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor###s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC##2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor###s plants and offices so that the notice is prominent and readily seen by employees

who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor###s Web site that contains the full text of the poster. The link to the Department###s Web site, as referenced in (b)(3) of this section, must read, ###Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.###

(b) This required employee notice, printed by the Department of Labor, may be#####

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor###s official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG##2018)

(a) *Definitions*. As used in this clause#####

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)#################(i)##If a wage determination is attached to this contract, the Contractor shall classify any

class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)#################(A)##The process of establishing wage and fringe benefit rates that bear a

reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary

administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary###s authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm###s length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor###s collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm###s length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute#####

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly

compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor###s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the

journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision#####

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY##2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage ### Fringe Benefits
N/A	N/A
N/A	N/A
N/A	N/A

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS###PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG##2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts

subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor###s actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph##(d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers### compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.222-49 SERVICE CONTRACT LABOR STANDARDS ### PLACE OF PERFORMANCE UNKNOWN (MAY##2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested

for the following: TBD (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by within 15 days of request (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN##2019)

(a) *Definitions.* As used in this clause#####

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means#####

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means#####

(1) Any item of supply (including construction material) that is#####

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person#####

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious

harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of#####

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for#####

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer###s recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs#####

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is#####

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to#####

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means#####

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not#####

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee###s identity or immigration documents, such as passports or drivers### licenses, regardless of issuing authority;

(5)###############(i)##Use misleading or fraudulent practices during the recruitment of employees or

offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)###############(i)##Fail to provide return transportation or pay for the cost of return transportation

upon the end of employment#####

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that#####

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is#####

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee###s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall#####

(1) Notify its employees and agents of#####

(i) The United States Government###s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of#####

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203###13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor###s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in#####

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum#####

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors### and investigators### requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not#####

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from#####

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that#####

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate#####

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government###s policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State###s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1###844###888###FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor###s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that#####

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either#####

(A) To the best of the Contractor###s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that#####

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY##2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall

consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY##2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e)############(1)##Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt

services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT##2015)

(a) *Definitions.* As used in this clause#####

Commercially available off-the-shelf (COTS) item#####

(1) Means any item of supply that is#####

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), ###bulk cargo### means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee#####

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall#####

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph

(b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of#####

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of#####

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension

or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee#####

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that#####

(1) Is for#####

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

(a) *Definitions.* As used in this clause#####

###*United States*### means the 50 states and the District of Columbia.

###*Worker*### ###

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and ###

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and

the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor###s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate*.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor###s Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)###############(i)##The Contractor may request a price adjustment only after the effective date of the new

annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers### compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker###s wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)############(1)##This clause applies to workers as defined in paragraph (a). As provided in that definition#####

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor###s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to#####

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e*. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to#####

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the

notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker###s occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor###s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor###s compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k)

in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG##2018)

(a) *Definition*.######Site of the work######

(1) Means###

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is###

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided###

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the ###primary site of the work### as defined in paragraph (a)(1)(i), or the ###secondary site of the work### as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the ###site of the work.### Such permanent, previously established facilities are not a part of the ###site of the work### even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)############(1)####All laborers and mechanics employed or working upon the site of the work will be paid

unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer###s payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)############(1)####The Contracting Officer shall require that any class of laborers or mechanics which is not

listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30##days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30##days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs##(c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first##day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN##2017)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)#####

###Child###, ###domestic partner###, and ###domestic violence### have the meaning given in 29 CFR 13.2.

###Employee########

(1)#################(i)####Means any person engaged in performing work on or in connection with a contract
covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor###s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)#################(i)####An employee performs ###on### a contract if the employee directly performs the specific
services called for by the contract; and

(ii) An employee performs ###in connection with### a contract if the employee###s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

###Individual related by blood or affinity whose close association with the employee is the equivalent

of a family relationship### has the meaning given in 29 CFR 13.2.

###Multiemployer### plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

###Paid sick leave### means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

###Parent###, ###sexual assault###, ###spouse###, and ###stalking### have the meaning given in 29 CFR 13.2.

###United States### means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall#####

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including###

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee###s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees### requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor###s paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees### requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR

13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)############(i)####If the Contractor wishes to distinguish between an employee's covered and noncovered

work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee###s time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee###s time may the Contractor properly refuse an employee###s request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee###s hours worked, such as because the employee is exempt from the Fair Labor Standards Act###s minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee###s number of daily and weekly hours worked.

(4)############(i)####Records relating to medical histories or domestic violence, sexual assault, or stalking,

created for purposes of E.O. 13706, whether of an employee or an employee###s child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also

be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor###s recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee###s accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to#####

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee###s accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee###s finding a replacement worker or the fulfillment of the Contractor###s operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for#####

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-7 Withholding of Funds (MAY##2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 Payrolls and Basic Records (AUG##2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)############(1)##The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on

weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee###s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH###347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a ###Statement of Compliance,### signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify#####

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph##(a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29##CFR Part##3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form##WH-347 shall satisfy the requirement for submission of the ###Statement of Compliance### required by paragraph##(b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section##1001 of Title##18 and Section##3729 of Title##31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph##(a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29##CFR 5.12.

52.222-9 Apprentices and Trainees (Jul##2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed###

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman###s hourly rate) specified in the Contractor###s or subcontractor###s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice###s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the

trainee###s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order##11246, as amended, and 29##CFR Part##30.

52.223-10 WASTE REDUCTION PROGRAM (MAY##2011)

(a) *Definitions.* As used in this clause#####

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section##6002 of the Resource Conservation and Recovery Act (42##U.S.C. 6962, et seq.) and implementing regulations (40##CFR part 247).

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN##2016)

(a) *Definition.* As used in this clause#####

###*Global warming potential*### means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide###s global warming potential is defined as 1.0.

###*High global warming potential hydrofluorocarbons*### means any hydrofluorocarbons in a particular end use for which EPA###s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at

http://www.epa.gov/snap/).

###*Hydrofluorocarbons*### means compounds that only contain hydrogen, fluorine, and carbon.

###*Ozone-depleting substance*,### means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as#####

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall#####

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by#####

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after#####

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG##2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired###

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA###s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG##2011)

(a) *Definitions*. As used in this clause#####

###*Driving*### #####

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

###*Text messaging*### means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should#####

(1) Adopt and enforce policies that ban text messaging while driving#####

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as#####

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY##2011)

The Contractor###s work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP##2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless#####

(1) The product cannot be acquired#####

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall#####

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than#####

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN##1997) (ALTERNATE##I###JUL##1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to###

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment.

Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3
Per FAR 23.303 Contract clause.
(a) The contracting officer shall insert the clause at 52.223-3, Hazardous Material Identification and Material Safety Data, in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in 23.301.
(b) If the contract is awarded by an agency other than the Department of Defense, the contracting officer shall use the clause at 52.223-3 with its Alternate I.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY##2011)

(a) *Definitions.* As used in this clause###

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN##1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, *Per task or delivery order* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1)##radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title##10 of the Code of Federal Regulations, in effect on the date of this contract, or (2)##other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of

the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall###

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.224-1 PRIVACY ACT NOTIFICATION (APR##1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of##1974, Public Law 93-579, December##31, 1974 (5##U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR##1984)

(a) The Contractor agrees to###

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies###

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees

of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN##2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC###s implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC###s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC###s regulations at 31 CFR chapter V and/or on OFAC###s Web site at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.225-5 TRADE AGREEMENTS (AUG##2018)

(a) *Definitions.* As used in this clause#####

###Caribbean Basin country end product######

(1) Means an article that#####

(i)##################(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;

or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.

2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

###Designated country### means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as ###the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)###), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

###Designated country end product### means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

###End product### means those articles, materials, and supplies to be acquired under the contract for public use.

###Free Trade Agreement country end product### means an article that#####

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

###Least developed country end product### means an article that#####

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

###United States### means the 50 States, the District of Columbia, and outlying areas.

###U.S.-made end product### means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

###WTO GPA country end product### means an article that#####

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled ###Trade Agreements Certificate.###

52.228-5 INSURANCE###WORK ON A GOVERNMENT INSTALLATION (JAN##1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective###

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30##days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR##1984) (DEVIATION I ###MAY 2003)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

Note: Regulation 52.229-1
Clause 52.229-1 State and Local Taxes (APR 1984)(Deviation I - MAY 2003) applies ONLY to SIN 246-53 in Attachment 03.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB##2013) (DEVIATION ### FEB 2007)

(a) As used in this clause#####

###After-imposed Federal tax### means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

###After-relieved Federal tax### means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

###All applicable Federal, State, and local taxes and duties### means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

###Contract date### means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

###Local taxes### includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)##########(1)##The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be#####

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor###s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The ordering activity shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-17 INTEREST (MAY##2014) (DEVIATION ### MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26##U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30##days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for

each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION -- MAY 2003)

Funds are not presently available for performance under this contract beyond Per Task or Delivery Order. The ordering activity###s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the ordering activity for any payment may arise for performance under this contract beyond Per Task or Delivery Order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ###EFT### refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either###

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor###s EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor###s EFT information incorrectly, the Government remains responsible for###

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor###s EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and###

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor###s financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

52.232-34 Payment by Electronic Funds Transfer###Other than SYSTEM FOR AWARD MANAGEMENT (JUL##2013) (DEVIATION ### FEB 2007)

(a) Method of payment.

(1) All payments by the ordering activity under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph##(a)(2) of this clause. As used in this clause, the term ###EFT### refers to the funds transfer and may also include the payment information transfer.

(2) In the event the ordering activity is unable to release one or more payments by EFT, the Contractor agrees to either###

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the ordering activity to extend payment due dates until such time as the ordering activity makes payment by EFT (but see paragraph##(d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the ordering activity with the information required to make payment by EFT (see paragraph##(j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ###designated office###) by date requested. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor###s EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The ordering activity may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31##CFR Part##210.

(d) Suspension of payment.

(1) The ordering activity is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the ordering activity shall begin using the changed EFT information no later than 30##days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor###s request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the ordering activity used the Contractor###s EFT information incorrectly, the ordering activity remains responsible for###

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor###s EFT information was incorrect, or was revised within 30##days of ordering activity release of the EFT payment transaction instruction to the Federal Reserve System, and###

(i) If the funds are no longer under the control of the payment office, the ordering activity is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the ordering activity shall not make payment and the provisions of paragraph##(d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph##(j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the ordering activity, is incorrect EFT information within the meaning of paragraph##(d) of this clause.

(h) Liability for change of EFT information by financial agent. The ordering activity is not liable for errors resulting from changes to EFT information provided by the Contractor###s financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The ordering activity may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the ordering activity does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the ordering activity. If the ordering activity makes payment by check in accordance with paragraph##(a) of this clause, the ordering activity shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph##(b) of this clause).

The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph##(c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor###s name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor###s financial agent.

(5) The Contractor###s account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor###s financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor###s financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.232-36 PAYMENT BY THIRD PARTY (MAY##2014) (DEVIATION ### MAY##2003)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at *http://fms.treas.gov/debt/index.html*. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor###s financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the ordering activity###s account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph##(c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY##1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated###

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.233-1 DISPUTES (MAY##2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)############(1)##A claim by the Contractor shall be made in writing and, unless otherwise stated in this
contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a

written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)#################(i)##The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this
clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer###s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.233-3 PROTEST AFTER AWARD (AUG##1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either###

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if###

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT##2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR##1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991) (DEVIATION ### MAY 2003)

(a) The Contractor recognizes that the services under this contract are vital to the ordering activity and must be continued without interruption and that, upon contract expiration, a successor, either the ordering activity or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG##1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL##1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG##1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90##days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the

Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90##days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either#####

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if#####

(1) The stop-work order results in an increase in the time required for, or in the Contractor###s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30##days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN##2017)

(a) *Definitions*. As used in this clause#####

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after#####

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor#####

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely

payment in any notice required under paragraph (b) of this clause.

52.246-4 INSPECTION OF SERVICES###FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may###

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (DEVIATION I ### JULY 2008)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the ordering activity is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the To be determined at the Task Order level [name the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the ordering activity.

(b) If the ordering activity is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the - To be determined at the Task Order level [the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the ordering activity, pursuant to cost-reimbursement contract No. To be determined at the Task Order level. This may be confirmed by contacting To be determined at the Task Order level [Name and address of the contract administration office listed in the contract].

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006) (DEVIATION I - JULY 2008)

(a) The term ###f.o.b. origin, freight prepaid,### as used in this clause, means --

(1) Free of expense to the ordering activity delivered --

(i) On board the indicated type of conveyance of the carrier (or of the ordering activity, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier###s wharf (at shipside, within reach of the ship###s loading tackle, when the shipping point is within a port area having water transportation service) or the carrier###s freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any ordering activity-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the ordering activity###s obligation, is prepaid by the contractor to the point specified in the contract.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the ordering activity; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier###s conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier###s conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., ###This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the ordering activity###; and

(vi) The signature of the carrier###s agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier###s equipment are not available at the Contractor###s plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier###s facilities are available; subject, however, to the following qualifications:

(1) If the Contractor###s shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor###s expense, and to that extent the contract shall be ###f.o.b. destination.###

(2) Notwithstanding paragraph##(c)(1) of this clause, if the Contractor###s shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor###s expense, to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV##1991) (DEVIATION ### MAY 2003)

(a) The term "f.o.b. destination," as used in this clause, means###

(1) Free of expense to the ordering activity, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The ordering activity shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the ordering activity acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading

platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall###

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006) (DEVIATION ### FEB 2007)

(a) The term ###f.o.b. inland carrier, point of exportation,### as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall###

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity###s request and expense, assist in obtaining the documents required for###

(i) Exportation; or

(ii) Importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) (DEVIATION I - JULY 2008)

(a) The term ###f.o.b. inland point, country of importation,### as used in this clause, means free of expense to the ordering activity, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee###s facility is located.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier###s conveyance, the shipment in good order and condition to the specified inland point where the consignee###s facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier###s conveyance at the specified inland point.

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION###OCT##1984)

(a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any freight carload or trailer load (piggyback) shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.

(b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

(c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

(d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB##2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50##percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry

cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are#####

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50##percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)##########(1)##The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for

each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i)##within 20##working days of the date of loading for shipments originating in the United States, or (ii)##within 30##working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to#####

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22##U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless#####

(i) This contract is#####

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are#####

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military#####

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400##Seventh Street, SW, Washington, DC 20590, Phone:##202-366-4610.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT ### SMALL PACKAGE SHIPMENTS (JAN 1991) (DEVIATION I - JULY 2008)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The ordering activity will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled ###Commercial Bill of Lading Notations.###

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Ordering activity prepaid shipments with the Contractor###s commercial shipments for delivery to one or more consignees and the Ordering activity will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the ordering activity

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means###

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall###

(1) Send a prepaid notice of shipment to the consignee transportation officer###

(i) For all shipments of###

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a ###Report of Shipment### or ###REPSHIP FOR T.O.###

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR##2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB##1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision

52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS â## PLACE OF PERFORMANCE UNKNOWN (MAY 2014)	Clause

52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (08/22/2018)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause

52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY	Clause

	NON-FEDERAL ENTITIES (JUL 2016)	
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

552.203-71 RESTRICTION ON ADVERTISING (SEP##1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB##1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB##1996) (ALTERNATE I##-##MAY##2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB##1996) (ALTERNATE I ### MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB##1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the ###Time of Delivery (days ARO)### column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the ###stated### delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR###S NORMAL COMMERCIAL DELIVERY TIME
Attachment 01 - 260-01 - 260-98 & 260-99 - All other SINS -	365 DARO 30-120 DARO 120 DARO	_____
Attachment 02 - All SINs - Attachment 03 - All SINs - Attachment 04 - 633-30, 633-30a, 633-99 Attachment 04 - All other SINs -	90 DARO 60 DARO 75 DARO 45-60 DARO	_____
Attachment 05 - 426-4K - 426-4E, 426-5A & 426-5B Attachment 05 - All other SINS	365 DARO 180 DARO 30-120 DARO	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	**Expedited Delivery Time (Hours/Days ARO)**
_____	_____

_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2###day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2##days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.211-8 TIME OF DELIVERY (SEP##1999)

(a) The time of delivery for each item means the time required after receipt of an order (1) to make delivery to a destination in the case of delivered prices, or (2) to place shipment in transit in the case of f.o.b. origin prices.

(b) Delivery is required to be made at the point(s) specified within TBD days after receipt of order.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL##2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) ###Guidelines for Regulating Wood Packaging Material in International Trade,### approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at *http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm*), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery

to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor###s failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

552.212-4 CONTRACT TERMS AND CONDITIONS ### COMMERCIAL ITEMS (JAN 2017) (DEVIATION ### FEB 2007) (DEVIATION - FEB 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its post-acceptance rights#####

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31##U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if

authorized) to the address designated in the contract to receive invoices. An invoice must include#####

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer ### System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer###Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor###s invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after ordering activity acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and

proceedings.

(i) *Payment*.

(1) *Items accepted*. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall#####

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the#####

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if#####

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment

unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on#####

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity###s convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements ### Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements ### Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during

performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity###s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ###doing business as### name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day###s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ###Suspension of Payment### paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor###s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ###Suspension of payment### paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an ###I agree### click box or other comparable mechanism (e.g., ###click-wrap### or ###browse-wrap### agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor###s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements ### unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, ###this agreement### means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (*e.g.*, Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(*1*) Terms that change the ordering activity###s rights or obligations;

(*2*) Terms that increase ordering activity prices;

(*3*) Terms that decrease overall level of service; or

(*4*) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user###s compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed ###confidential information.### Issues regarding release of ###unit pricing### will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the

preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)

(a) *Inspection/Acceptance*.

(1) The ordering activity has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The ordering activity may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The ordering activity will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the ordering activity performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the ordering activity will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the ordering activity may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the ###hourly rate### for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the ###hourly rate### attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit*.]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the ordering activity), the ordering activity may#####

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the ordering activity may at any time require the Contractor to remedy by correction or replacement, without cost to the ordering activity, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to#####

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor###s employees selected or retained by the Contractor after any of the Contractor###s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace ordering activity-furnished property shall be governed by the clause pertaining to ordering activity property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause#####

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are#####

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means#####

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontrac*t means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include###

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the

invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer###System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer###Other Than System for Award Management)*, or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor###s invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after ordering activity acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*.

(1) Work performed. The ordering activity will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor###s established catalog or market price, adjusted to reflect the#####

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the ordering activity will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor#####

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor###s payment request to the ordering activity and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall#####

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the ordering activity for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert ###None.###

(2) *Total cost*. It is estimated that the total cost to the ordering activity for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the ordering activity for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the ordering activity for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment#####

(A) The original timecards (paper-based or electronic);

(B) The Contractor###s timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost#####

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The ordering activity within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor###s payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the ordering activity has otherwise overpaid on an invoice payment, the Contractor shall#####

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the#####

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if#####

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for

payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on#####

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the ###completion invoice### and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the ordering activity, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the ordering activity is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the ordering activity against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be

considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity###s convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor###s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity###s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ###doing business as### name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day###s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ###Suspension of Payment### paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor###s SAM record that indicates payments,

including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ###Suspension of payment### paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an ###I agree### click box or other comparable mechanism (e.g., ###click-wrap### or ###browse-wrap### agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor###s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements###unenforceable clauses*. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, ###this agreement### means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(1) Terms that change ordering activity rights or obligations;

(2) Terms that increase ordering activity prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user###s compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying ordering activity contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity###s prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed ###confidential information.### Issues regarding release of ###unit pricing### will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4
Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG##1997)

(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer###s acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a ###discount### by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror###s current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror###s commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked ###excluded,### lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN##2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[*The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]*

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

No 552.215-70 Examination of Records by GSA

Yes 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

Yes 552.215-72 Price Adjustment ###Failure to Provide Accurate Information

No 552.219-70 Allocation of Orders###Partially Set-Aside Items

No 552.228-70 Workers### Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

No 552.232-71 Adjusting Payments

No 552.232-72 Final Payment

No 552.232-73 Availability of Funds

Yes 552.232-78 Payment Information

No 552.237-71 Qualifications of Employees

Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

No 552.238-81 Modifications (Multiple Award Schedule)

Yes 552.242-70 Status Report of Orders and Shipments

Yes 552.246-73 Warranty###Multiple Award Schedule

No 552.246-76 Warranty of Pesticides

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN##2015)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_____ 552.223-72 Hazardous Material Information

(b) Clauses.

_____ 552.223-70 Hazardous Substances.

_____ 552.223-71 Nonconforming Hazardous Material.

_____ 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

_____ 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

_____ 552.238-72 Identification of Products That Have Environmental Attributes.

552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL##2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3##years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.215-72 PRICE ADJUSTMENT###FAILURE TO PROVIDE ACCURATE INFORMATION (AUG##1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor###s commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14##calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States###

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26##U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

552.215-73 NOTICE (JUL##2016)

(a) The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

(b) GSA###s hours of operation are 8:00 a.m. to 4:30 p.m. Requests for pre-award debriefings

postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for post-award debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

552.216-70 ECONOMIC PRICE ADJUSTMENT###FSS MULTIPLEAWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999) (DEVIATION - APR 2007)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(2) Increases are requested before the last 60 days of the contract period.

(3) At least 30 days elapse between requested increases.

(c) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(d) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(e) The contract modification reflecting the price adjustment shall be made effective upon signature of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-72 PLACEMENT OF ORDERS (JAN##2016)

(a) Delivery orders (orders) will be placed by:

Eligible Ordering Activities## [*Contracting Officer insert names of Federal agencies*]

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, General Services Administration###s Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor###s agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Office of the Chief Information Officer (I).

Contact information can be found at: http://www.gsa.gov/portal/category/21404.

552.223-70 HAZARDOUS SUBSTANCES (MAY##1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP##1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The

Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.##313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10##days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1)##may be interpreted as a willful failure to perform, (2)##may result in termination of the contract for default and (3)##shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN##2015)

(a) *Definition. United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM###D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24###204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24###204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance###Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers### compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR##1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX###DC GOVERNMENT (SEP##1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP##1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR##52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31##U.S.C.##3727, 41##U.S.C.##15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR##1989)

(DEVIATION FAR 52.232-8) (ALTERNATE I ### MAY 2003)

(a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY##2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions###Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

552.232-83 CONTRACTOR###S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor###s name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to###

(1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes###

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or product/model sold;

(iv) The quantity of each service or product/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government**.**

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016)

(a) At the time of offer submission, an electronic version of proposed prices, including terms and conditions, will be submitted utilizing the templates in eOffer. If necessary, eOffer will facilitate the revision of proposed pricing or price-related terms and conditions during the evaluation process. Upon award of a contract, eOffer will use the submitted pricing information to create the Contractor###s Authorized Federal Supply Schedule Price List and post it to GSA Advantage!.

(b) During the period of the contract, the Contractor shall provide its Authorized Federal Supply Schedule Price List to eligible ordering activities upon request.

Note: Regulation 552.238-71
The requirement regarding FSS Schedule price lists provided in Clause 552.238-71 are applicable to contracts under Formatted Product Tool (FPT) Schedule/SINs only. The following requirements are applicable to contracts under non-FPT Schedules SINs:
(a)The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.
(b) The Contractor shall provide to the GSA Contracting Officer the completed Authorized FSS Schedule Pricelist on a common-use electronic medium.
(c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP##2003)

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause ###

Energy-efficient product means a product that###

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy###s Federal Energy Management Program.

GSA Advantage![##] is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of ###recovered material.### The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means###

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that###

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP###s designated top 25th percentile levels (see ENERGY STAR [reg] at

http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror###s following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA *Advantage!* ## submitted via GSA###s Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA##*Advantage!*####.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror###s claim of an item###s environmental attribute on the basis of###

(1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be ###competent and reliable,### it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-73 CANCELLATION (SEP##1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30##calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2014)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor###s

established commercial accounting practice. The acceptable points at which sales may be reported include#####

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including ###zero### sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including ###zero### sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)###s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the ###Treasury Reporting Rates of Exchange### issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874###7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA###s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA###s FAS. GSA###s FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://72a.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

552.238-75 PRICE REDUCTIONS (JUL##2016)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c)############(1)####A price reduction shall apply to purchases under this contract if, after the date negotiations
conclude, the Contractor#####

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales#####

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-78 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-78 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

552.238-77 DEFINITION (FEDERAL SUPPLY SCHEDULES) ###NON-FEDERAL ENTITY (JUL##2016)

Ordering activity (also called ###ordering agency### and ###ordering office###) means an eligible ordering activity (see 552.238-78), authorized to place orders under Federal Supply Schedule contracts.

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror###s commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The Government of the District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(9) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions#####

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. ## 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. ## 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f)############(1)######The Contractor is obligated to accept orders received from activities within the Executive Branch

of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA###s Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

552.238-79 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies ###Compliance with laws unique to Government contracts### (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity###s order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which

awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78.

552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR##2014) (ALTERNATE I ### JUN##2016)

(a) *General*. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications*.

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications###Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act###Balance of Payments Programs###Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates*. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic File Updates*. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February###April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (http://vsc.gsa.gov). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

552.238-82 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018)

(a) *Definitions*.

Order-level materials means supplies and/ or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term ###materials### in [FAR] clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to ###materials### also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33 percent.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials,

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in 552.238-82(d)(7)(i)(A)-(B).

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per [FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.215-71 Examination of Records by GSA, GSA has the

authority to examine the Contractor###s records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment-FSS Multiple Award Schedule Contracts*.

(ii) 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*.

(iii) 552.238-75 *Price Reductions*.

(11) Exceptions for travel.

(i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.

(ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4).

(iii) Travel costs are exempt from clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

552.246-73 WARRANTY###MULTIPLE AWARD SCHEDULE (MAR##2000) (ALTERNATE I###MAY 2003)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90##days from the date that the ordering activity accepts the product.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

(3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90##day warranty period.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP##1999) (DEVIATION##FAR##52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48##CFR Chapter##1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48##CFR Chapter##5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the

addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV##2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor###s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency###s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency###s order.

(i) Government-Furnished Property: As specified by the agency###s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies### operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government###s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made.

No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT##1992)

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

____ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

____ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Table - Applicable Safety Standard(s)	
Product	**Standard**

____ Check if there are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program
Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-3653
Washington, DC 20210
(202) 219-7193

C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY##2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

C-FSS-425 WORKMANSHIP (OCT##1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

C-FSS-427 ANSI STANDARDS (JUL##1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)

(a) *General Background*.

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA###s Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders*.

Orders placed using the FAR Part 51 deviation shall be:

(1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis###an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;

(2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;

(3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;

(4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY##1997)

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization;

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49##CFR Parts##171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as ###Combustible### and ###ORM,### shall not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulation 29##CFR Part##1910.1200; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.

(b) The test reports showing compliance with packaging requirements shall be made available to GSA contract administration/management representatives upon request.

D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN##1992)

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1,##1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

Table - List of Hazardous Material Item(s)	
ITEMS (NSN's, SIN's or Descriptive Name of Articles, as appropriate)	**Charge for Performance Oriented Packaging**

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.

D-FSS-456 PACKAGING AND PACKING (APR##1984)

(a) Packaging. Shall be in accordance with accepted commercial practice.

(b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR##1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

D-FSS-477 TRANSSHIPMENTS (APR##1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification###used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

E-FSS-521-D INSPECTION (MAY##2000)

Inspection of all purchases under this contract will be made at destination by an authorized Government

representative.

E-FSS-522 INSPECTION AT DESTINATION (MAR##1996)

(a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.

(b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of $22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; $26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and $26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

F-FSS-202-F DELIVERY PRICES (APR##1984)

Prices offered must cover delivery to destinations as provided below:

(a) *Direct delivery to consignee*. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)

Table - Direct Delivery to Consignee
Geographic area(s)/Countries/Zones

(b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

Table - Delivery to Overseas Assembly Point for Trans-shipment
Geographic area(s)/Countries/Zones

(c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

Table - Delivery to Overseas - other than (a) or (b)
Geographic area(s)/Countries/Zones

F-FSS-202-G DELIVERY PRICES (JAN##1994)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

##########(Yes)########(No)

##########Alaska##########____########____

##########Hawaii##########____########____

##########Puerto Rico##########____########____

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE

(JAN##1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY##2000)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

Table - Additional Service Charge for a Delivery within Consignee's Premises	
ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	**ADDITIONAL CHARGES (Per shipping container) for "Delivery Within Consignee's Premises"**

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT##1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are

received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

F-FSS-772 CARLOAD SHIPMENTS (APR##1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL##2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL##2003), including reviews of contractor records. The Contractor###s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN##1999)

(a) The term ###Vendor Managed Inventory### describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR##1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD###PLACING OF ORDERS (OCT##1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

I-FSS-103 SCOPE OF CONTRACT###WORLDWIDE (JUL##2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions#####

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48##CFR##51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e)##########(1)##The Contractor is obligated to accept orders received from activities within the Executive
Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5##workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24##hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate##I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS###106, Guaranteed Minimum, contained elsewhere in this contract.

I-FSS-106 GUARANTEED MINIMUM (NOV##2018)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor###s timely submission of GSA Form##72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-74 ###Industrial Funding Fee and Sales Reporting###) during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY##2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments

F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR##1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the ###Treasury Reporting Rates of Exchange### in effect as of the date of the agency###s purchase order or in effect during the time period specified elsewhere in this contract.

I-FSS-140-B URGENT REQUIREMENTS (JAN##1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR##2000)

(a) The Government may require continued performance of this contract for an additional 5##year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor###s electronic catalog/pricelist has been received, approved, posted, and kept current on GSA ##*Advantage!*$^{##}$ in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30##days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC##1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL##2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

I-FSS-594 PARTS AND SERVICE (OCT##1988)

(1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

Note: Regulation I-FSS-594
If completing this clause you must also complete clause G-FSS-900-C, Contact for Contract Administration, (b)Overseas.

I-FSS-597 GSA *ADVANTAGE!* ## (OCT##2014)

(a) The Contractor must participate in the GSA *Advantage!* ## online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

I-FSS-599 ELECTRONIC COMMERCE###FACNET (APRIL##2018)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN###s).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN###s) and there are some instances where direct connections may be offered as an alternative.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN###s which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

A central repository of all trading partners, called the System of Award Management (SAM), has been developed and is available at SAM.gov. All Government procuring offices and other interested parties

will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC###s). Many VAN###s and software providers have already built the IC requirements into their products. If you need to see the IC###s, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov. IC###s are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

Several resources are available to vendors to assist in implementing EC/EDI:

(1) Electronic Commerce Resource Centers (ECRC###s) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC###s) and Small Business Development Centers (SBDC###s) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!* ##

(1) GSA *Advantage!* ## will use EC/ECI to receive catalogs, and text messages; and to send purchase orders, application advice, and functional acknowledgments and other transactions as needed. GSA *Advantage!* ## enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer###s model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Acquisition Services (FAS) to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*## may be accessed via the GSA Home Page. The INTERNET address is: https://gsaadvantage.gsa.gov.

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or

total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency###s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

I-FSS-600 CONTRACT PRICE LISTS (OCT##2016)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor###s electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA###s electronic ordering system known as GSA *Advantage!*##, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor###s electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!* ## for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!* ## can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor###s Federal Supply Schedule price list. The identifier URL is located at http://www.gsa.gov/logos. All resultant ###web price lists### shown on the contractor###s web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the

Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)###.

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!##*, a menu-driven database system. The INTERNET address GSA *Advantage!##* is: GSAAdvantage.gov.

Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period.
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor###s internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate ###Not applicable### for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence ###Items available for expedited delivery are noted in this price list.### under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the ###Urgent Requirements### clause of its contract and advise agencies that they can also contact the Contractor###s representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA###s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor###s website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4 , *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law###including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

I-FSS-639 CONTRACT SALES CRITERIA (MAR##2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT##1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's

requirements for the contract period.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY##2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR##1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR##1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT###FSS MULTIPLE AWARD SCHEDULE (OCT##2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available

at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government###s examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed TBD at time of award percent (TBD at time of award%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the

electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, ###Price Reductions###; and 552.215-72, ###Price Adjustment -- Failure to Provide Accurate Information.### In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Public Hearing, Consideration, and Adoption of Ordinance No. 2022-03: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 299.68 acres of real property generally located at 1900 North Gemini Drive, APN 101-37-002J, 107-01-001F, 107-01-001G, 101-37-001E, 101-37-002H, 101-28-007E, 107-01-001B, and 101-28-007C, and a portion of APN 110-08-001G and 109-02-001S, from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date. ***(McMillan Mesa Natural Area Concept Zoning Map Amendment: PZ-20-00063).***

STAFF RECOMMENDED ACTION:

At the February 15, 2022 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2022-03 by title only for the first time
3) City Clerk reads Ordinance No. 2022-03 by title only (if approved above)

At the March 1, 2022 Council Meeting:

4) Read Ordinance No. 2022-03 by title only for the final time
5) City Clerk reads Ordinance No.2022-03 by title only (if approved above)
6) Adopt Ordinance No. 2022-03

Executive Summary:

Concept Zoning Map Amendment, by the City of Flagstaff Open Space Program, of approximately 299.68 acres distributed across 10 parcels located at 1900 North Gemini Drive from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO). This area is known as the McMillan Mesa Natural Area (MMNA). The Planning & Zoning Commission held a public hearing on this request on January 12, 2022. In a 5-0 vote the Commission recommends that the City Council approve this rezoning subject to the condition as drafted by staff.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Livable Community
  - Provide amenities and activities that support a healthy lifestyle.
- Environmental Stewardship
  - Actively manage and protect all environmental and natural resources.
  - Provide environmental community outreach, education, and volunteer opportunities.

Regional Plan

- A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated December 21, 2021.

Carbon Neutrality Plan

- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Has There Been Previous Council Decision on This:

- December 15, 1992: The City Council adopted Ordinance 92-1779, which adopted the McMillan Mesa Village Specific Plan. Five of the 10 parcels in this rezoning request are included in the McMillan Mesa Village Specific Plan.
- November 28, 2016: The City Council adopted Resolution 2016-38, which ratified the results of Proposition 413. This proposition was passed by Flagstaff voters on November 8, 2016 to restrict the use of approximately 300 acres of City of Flagstaff-owned property on McMillan Mesa to public open space and passive recreation. The area covered in Proposition 413 is known as the McMillan Mesa Natural Area (MMNA).
- October 16, 2018: The City Council adopted Resolution 2018-15 to amend the Flagstaff Regional Plan 2030. This amendment updated the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with Proposition 413.
- July 7, 2020: The City Council adopted Resolution 2020-46 approving an update to the City of Flagstaff Management Plan for Legally-Designated Open Space Properties, which includes the MMNA.

Options and Alternatives:

1) Approve the Concept Zoning Map Amendment with the condition as presented by Staff and as recommended by the Planning and Zoning Commission. The Planning and Zoning Commission voted 5-0 on January 12, 2022 to forward the Concept Zoning Map Amendment request with a recommendation of approval with the following condition:

1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request.

2) Approve the Concept Zoning Map Amendment with additional conditions, deleted conditions, or modified conditions.

3) Deny the Concept Zoning Map Amendment.

Background/History:

McMillan Mesa Natural Area Overview (MMNA)

The MMNA is comprised of 10 parcels located north and south of Forest/Cedar Avenue. The area included in this rezoning request is currently undeveloped. These parcels are owned by the City of Flagstaff, but two of the ten parcels are only partially included in this rezoning request. The portion of APN 110-08-001G not being rezoned contains Buffalo Park, the US Geological Survey campus, and the Northern Arizona Center for Emerging Technology (NACET) Incubator; the portion of APN 109-02-001S not being rezoned contains Buffalo Park and the triangle of land between Cedar Avenue, West Street, and Linda Vista Drive.

Three of the 10 parcels are partially designated with a Resource Protection Overlay (RPO); the remaining seven parcels have a RPO over the entire parcel area. See the attached Planning and Zoning Commission Staff Report for more information.

McMillan Mesa Natural Area History

On November 8, 2016, approximately 86% of Flagstaff voters voted in favor of Proposition 413–Campaign for a Greater Buffalo Park. This proposition restricted the use of City of Flagstaff-owned Property on McMillan Mesa to public open space and passive recreation, thereby creating the MMNA. City Council approved the results by Resolution Number 2016-38 on November 28, 2016. Proposition 413 did not change the Regional Plan Land Use Designations of the MMNA, nor did it update the zoning.

The City Council initiated and approved the McMillan Mesa Natural Area Major Plan Amendment on October 16, 2018 (Resolution 2018-15). This resolution amended the Flagstaff Regional Plan 2030 by updating the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with the MMNA. Specifically, the Amendment: 1) changed the Regional Plan land use designations of the MMNA to Parks/Open Space from Existing Suburban, Employment, Special District, Area in White (not assigned a future land use designation), Future Urban, and Future Suburban; 2) Removed the Ponderosa Parkway Connection from the Road Network Illustration (this road would have bisected the MMNA); and 3) corrected some mapping errors in the Regional Plan.

The MMNA is also covered in two additional City documents: The City of Flagstaff Management Plan for Legally-Designated Open Space Properties, and the McMillan Mesa Village Specific Plan. The Management Plan includes detailed information on the MMNA, including natural and historic resources, public use of the area, and a priority action plan. City Council approved the most recent update to the Management Plan on July 7, 2020 (Resolution 2020-46). The McMillan Mesa Village Specific Plan was passed by City Council Ordinance 92-1779 on December 15, 1992 and shows the general land uses for portions of the MMNA south of Forest Avenue.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated December 21, 2021.

Community Involvement:

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with requests for a Concept Zoning Map Amendment. In accordance with City Code, a notice of the public hearings was provided by placing an ad in the Arizona Daily Sun, posting at least one sign on the property, and mailing a notice to all property owners within 300 feet of the site and to the City's "Registry of Persons and Groups." All notifications were completed at least 15 days prior to the first scheduled public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are included in the attached Public Participation Plan.

The Planning and Zoning Commission held a public hearing on this application on January 12, 2022. The

Commission recommended approval of the Concept Zoning Map Amendment by a unanimous vote (5-members present). Staff received 10 public comments (emails) prior to the Planning and Zoning Commission Meeting. All were in favor of the rezoning, and are attached to this staff summary.

The City of Flagstaff Open Space program held two virtual neighborhood meetings about the proposed Concept Zoning Map Amendment on December 14, 2020, and January 13, 2021. Per the meeting sign-in, approximately 38 individuals attended both meetings. A Public Participation Plan, attached, was prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the City of Flagstaff Open Space Program, a question-and-answer session where questions/comments could be typed into the chat or spoken, and a set of ten Community Forum Questions about the MMNA and if/how residents currently engage with the MMNA.

Although not required by City Code, the Open Space Program also initiated a 60-day public comment period on the Flagstaff Community Forum to elicit feedback on the proposed rezoning. The comment period lasted from November 20, 2020 – February 2, 2021, and asked participants to provide feedback about the MMNA and if/how residents currently engage with the MMNA (these are the same ten questions asked at the end of each neighborhood meeting). The Community Forum had 127 attendees and 73 responses. The Open Space Program also received one written comment and five verbal comments in response to the Community Forum questions.

Attachments:

City Council Presentation
Ord. 2022-03
Exhibit A - Legal Description
P&Z Staff Report
Application
Legal Ad
Vicinity, Zoning, and Context Analysis Maps
Project Narrative and Regional Plan Analysis
Public Participation Plan
Emails from the Public

McMillan Mesa Natural Area Concept Zoning Map Amendment

Ordinance No. 2022-03

City Council| February 15, 2022

Genevieve Pearthree | Senior Planner

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

Concept Zoning Map Amendment

- **Request:** Request from City of Flagstaff Open Space Program to rezone 299.68 acres at 1900 N. Gemini Rd.
- **Requested Zoning:** Public Open Space (POS) with a Resource Protection Overlay (RPO)
- **Current Zoning:** Rural Residential (RR), Public Facility (PF), and Research and Development (RD) with a RPO
- **Area:** Undeveloped land distributed across 10 parcels
  - Contains existing Flagstaff Urban Trails (FUTS) and utility infrastructure
- **Purpose:** To be managed by the CoF Open Space Program as the McMillan Mesa Natural Area (MMNA) for the purposes of open space and passive recreation (only uses allowed in the POS zone)

Property Location

1900 N. Gemini Dr.

10 parcels:

107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, 107-01-001G

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Vicinity Map : McMillan Mesa Natural Area

History and Purpose

- November 8, 2016: 86% of Flagstaff voters voted in favor of Proposition 413
  - Restricted use of approximately 300 acres of City-owned property to public open space and passive recreation (created McMillan Mesa Natural Area – MMNA)
  - Did not change Regional Plan Land Uses or zoning
- October 16, 2018: City Council approved a Major Regional Plan 2030 Amendment
  - Updated Future Growth Illustration (Maps 21 and 22) and Road Network Illustration (Map 25) to make land use and road network consistent with MMNA
- Purpose of Rezoning: Make MMNA zoning consistent with Proposition 413 and Regional Plan

Zoning Map Amendment Details

Request covers 299.68 acres over 10 parcels

- 2 parcels partially included (Buffalo Park, USGS, NACET outside rezoning area)
- All parcels have a Resource Protection Overlay on part or all of parcel
- Existing FUTS trails and utilities bisect the MMNA
- No public systems analyses required because no new development proposed
- POS zone permits two uses: Open Spaces and Passive Recreation

Changes in Land Use due to Proposed Zoning Map Amendment

Zoning	Acres Reduced	Acres Added
Public Facility (PF)	100.14	0
Rural Residential (RR)	192.07	0
Research and Development (RD)	7.45	0
Public Open Space (POS)	0	299.68

Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
  - Requires applicant to submit fully developed site plans with all supporting information required for a Site Plan review
  - Once a Zoning Map Amendment is approved by Council, the project can proceed directly to construction plan review
- Concept Zoning Map Amendment
  - Process allows a Concept Plan (applicant pursues Site Plan approval after rezoning)

Applicant selected a Concept Zoning Map Amendment because no new development proposed at this time

Citizen Participation

- Virtual neighborhood meetings: December 14, 2020 and January 13, 2021
  - Public Participation Report Attached
- 60-day public comment period on Flagstaff Community Forum
- Planning and Zoning Commission: January 12, 2022
  - Voted 5-0 for recommendation of approval with conditions
  - Public comments attached
- City Council Ordinance 1st Read: February 15, 2022
- City Council Ordinance 2nd Read: March 1, 2022

Zoning Map Amendment Findings

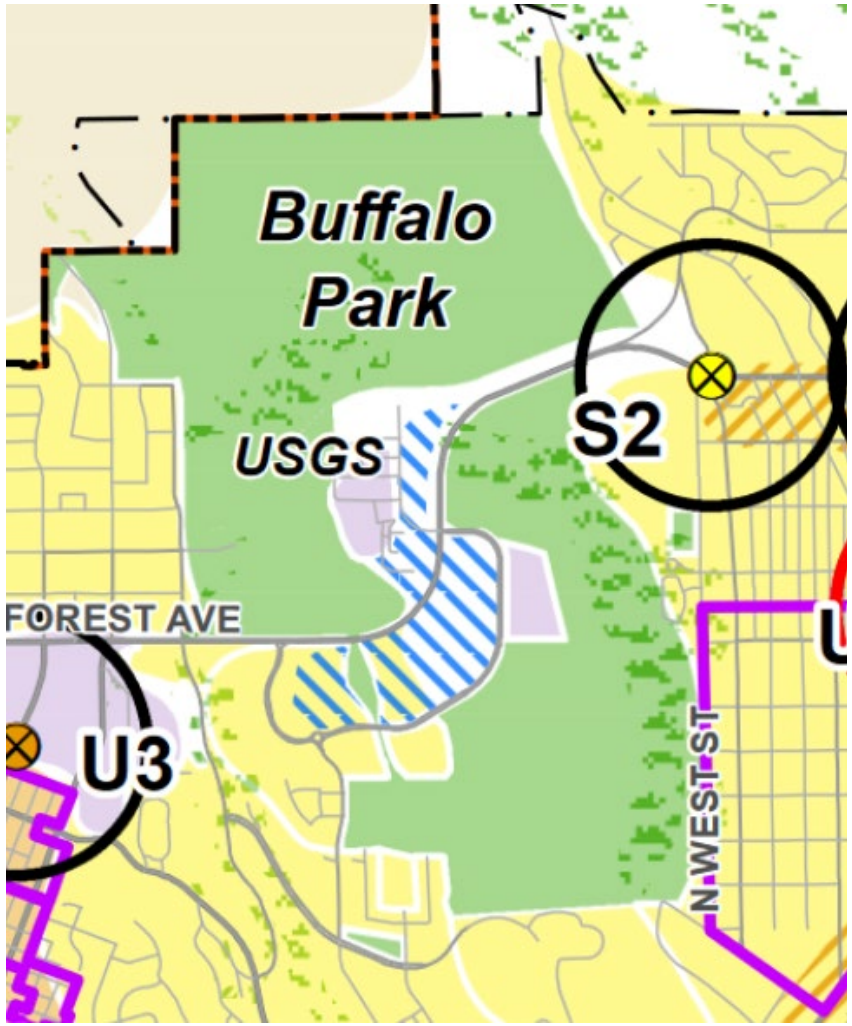
Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans

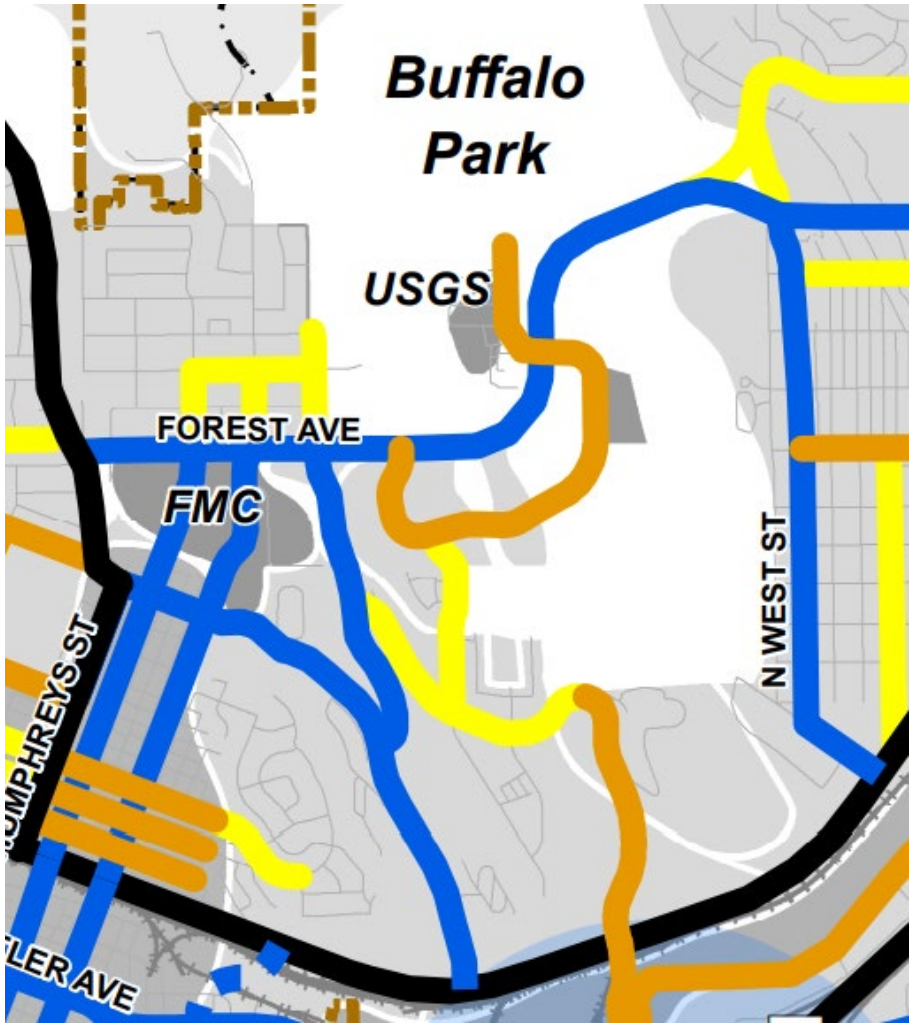
Finding for Approval #1: Flagstaff Regional Plan 2030

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Future Growth Illustration Map



Road Network Map



Finding for Approval #1

Regional Plan 2030 Goals and Policies that Support Rezoning

- Applicant narrative identifies 32 supporting Regional Plan Goals & Policies in the following categories:
  - Environmental Planning and Conservation (E&C)
  - Open Space (OS)
  - Community Character (CC)
  - Growth Areas and Land Uses (LU)
  - Economic Development (ED)
  - Neighborhoods, Housing, & Urban Conservation (NH)
  - Recreation (Rec)
  - Transportation (T)
  - Water Resources (WR)

Finding for Approval #1

Regional Plan 2030 Goals and Policies that do not Support Rezoning

- Applicant narrative identifies 8 Regional Plan Goals & Policies in the following categories that do not support rezoning:
  - Growth Areas and Land Uses (LU)
  - Economic Development (ED)
  - Transportation (T)
- Reduction in employment and housing areas, transportation options

Regional Plan Amendment in 2018 addressed many of these issues

2022 Regional Plan update will identify land for housing and business parks to offset reductions

Finding for Approval #1

McMillan Mesa Village Specific Plan

- Covers 5 of the rezoning parcels
- POS zoning will be consistent with Specific Plan for 3 of 5 parcels
  - Plan designates 1 parcel as a School or Park
  - Other 2 parcels are FUTS connectors that bisect areas zoned RD, MR, and CC—consistent with Specific Plan designations as Business Park and Suburban Commercial
- POS zoning will not be consistent with Specific Plan for 2 of 5 parcels
  - Plan designates 2 parcels as Business Park
  - Proposition 413 and Major Plan Amendment identify these parcels as Open Space
    - Already limited in future use and sale by Proposition 413

Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan

Zoning Map Amendment Findings

Finding #2: Community Benefit

- Staff believes proposed project will not be detrimental to public interest, health, safety, convenience, or welfare, and will add to the public good, as discussed in project narrative
- The MMNA will:
  - Protect a montane grassland (at-risk ecosystem in Flagstaff region)
  - Be City's second-largest park
  - Be managed by CoF Open Space program
  - Preserve views along Forest/Cedar Avenue
  - Provide neighborhoods with access to exercise opportunities and the outdoors
  - Provide opportunities for outdoor education for local schools
  - Provide multimodal transportation options via existing FUTS

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located

Zoning Map Amendment Findings

Finding #3: Adequacy of Site

- The Inter-Division Staff reviewed the application and concluded the site was suitable for open space and passive recreation
- The IDS team based its conclusion on the review of all applicable codes and requirements

Staff Recommendation

Staff and P&Z believe the proposed Concept Zoning Map Amendment is in substantial conformance with the required findings

- Staff and the Planning & Zoning Commission recommend, in accordance with the required findings, the City Council **approve the Concept Zoning Map Amendment** to amend the Zoning Map for 299.68 acres from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone, **with the following condition**:

    1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request

Questions or Comments?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 299.68 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1900 NORTH GEMINI DRIVE, APN 101-37-002J, 107-01-001F, 107-01-001G, 101-37-001E, 101-37-002H, 101-28-007E, 107-01-001B, AND 101-28-007C, AND A PORTION OF APN 110-08-001G AND 109-02-001S, FROM THE RURAL RESIDENTIAL (RR), PUBLIC FACILITY (PF), AND RESEARCH AND DEVELOPMENT (RD) ZONES WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE PUBLIC OPEN SPACE (POS) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 299.68 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the Public Open Space (POS) zone with a Resource Protection Overlay (RPO) for the purpose of being managed as Legally-Designated Open Space by the City of Flagstaff Open Space Program; and

WHEREAS, the Applicant conducted neighborhood meetings on December 14, 2020 and January 13, 2021 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on January 12, 2022, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

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

WHEREAS, the Council has considered the condition recommended by the Planning and Zoning Commission and has found it to be appropriate for the Property; and

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

ENACTMENTS:

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

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

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

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

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

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. 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 9. 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 1st day of March, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL NO. 1: (Assessors Parcel No: 101-37-002J)

The following is a legal description of a parcel of land lying within Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at a found 3 inch brass cap "USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of Section 15, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (here in referred to as R1), from which a found 1 1/2 inch aluminum cap "N.E.S. Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999" on the east line of said Section bears South 01 degrees 25 minutes 10 seconds East, a distance of 1360.45 feet (measured and basis of bearing for this description) South 01 degrees 25 minutes 46 seconds East, a distance of 1360.30 feet R1);

THENCE along said Section line South 01 degrees 24 minutes 27 seconds East, a distance of 578.90 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 578.85 feet R1) South 01 degrees 27 minutes 21 seconds East, a distance of 578.84 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 1/2 inch rebar and aluminum cap "N.E.S. RLS 14671" on the north Right of Way line of Gemini Drive;

THENCE continuing along said Section line South 01 degrees 26 minutes 12 seconds East, a distance of 144.31 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 144.32 feet R1) (South 01 degrees 27 minutes 21 seconds East, a distance of 144.32 feet R2), South 01 degrees 22 minutes 18 seconds East, a distance of 144.34 feet as described in a deed recorded at Docket 1531, Page 90, official records of Coconino County (herein referred to as R3) to a found 1/2 inch rebar on the south Right of Way line of Gemini Drive and the TRUE POINT OF BEGINNING;

THENCE leaving said section line South 58 degrees 38 minutes 40 seconds West, along said Right of Way line, a distance of 64.50 feet (South 58 degrees 33 minutes 30 seconds West, a distance of 64.59 feet R1) (South 58 degrees 33 minutes 49 seconds West, a distance of 64.57 feet R2) (South 58 degrees 37 minutes 42 seconds West R3) to a found 1/2 inch rebar;

THENCE leaving said Right of Way line South 31 degrees 24 minutes 47 seconds East, a distance of 111.94 feet (South 31 degrees 25 minutes 05 seconds East, a distance of 111.90 feet R1) (South 31 degrees 26 minutes 39 seconds East, a distance of 111.90 feet R2) to a found 1/2 inch rebar and aluminum cap "N.E.S. RLS 14671" on said Section line from which a found

1/2 inch rebar and aluminum cap “N.E.S. RLS 14671" bears South 31 degrees 21 minutes 01 seconds East a distance of 107.99 feet (South 31 degrees 22 minutes 55 seconds East, a distance of 108.06 feet R1);

THENCE along said Section Line North 01 degrees 27 minutes 00 seconds West, a distance of 129.14 feet (North 01 degrees 25 minutes 46 seconds West, a distance of 129.20 feet R1) (North 01 degrees 27 minutes 12 seconds West, a distance of 129.19 feet R2) to the TRUE POINT OF BEGINNING.

Containing 3,610 square feet, or 0.08 acres, more or less.

PARCEL NO. 2: (Assessors Parcel No: 107-01-001F)

The following is a legal description of a parcel of land lying within Section 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 3 inch brass cap “USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of Section 15, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (here in referred to as R1), from which a found 1 1/2 inch aluminum cap “N.E.S. Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999" on the east line of said Section bears South 01 degrees 25 minutes 10 seconds East, a distance of 1360.45 feet (measured and basis of bearing for this description) South 01 degrees 25 minutes 46 seconds East, a distance of 1360.30 feet R1)

THENCE along said Section line South 01 degrees 24 minutes 27 seconds East, a distance of 578.90 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 578.85 feet R1) South 01 degrees 27 minutes 21 seconds East, a distance of 578.84 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671" on the north Right of Way line of Gemini Drive;

THENCE continuing along said Section line South 01 degrees 26 minutes 12 seconds East, a distance of 144.31 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 144.32 feet R1) (South 01 degrees 27 minutes 21 seconds East, a distance of 144.32 feet R2), South 01 degrees 22 minutes 18 seconds East, a distance of 144.34 feet as described in a deed recorded at Docket 1531, Page 90, official records of Coconino County, to a found 1/2 inch rebar on the south Right of Way line of Gemini Drive and the TRUE POINT OF BEGINNING;

THENCE continuing along said Section line South 01 degrees 27 minutes 00 seconds East, a distance of 129.14 feet (South 01 degrees 25 minutes 46 seconds East, a distance of 129.20 feet R1) (South 01 degrees 27 minutes 12 seconds East, a distance of 129.19 feet R2) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671";

THENCE leaving said Section line South 31 seconds 21 minutes 01 seconds East, a distance of 107.99 feet (South 31 degrees 22 minutes 55 seconds East, a distance of 108.06 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671";

THENCE North 58 seconds 35 minutes 32 seconds East, a distance of 400.02 feet (North 58 degrees 35 minutes 07 seconds East, a distance of 400.01 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671";

THENCE North 31 degrees 26 minutes 04 seconds West, a distance 220.57 feet (North 31 degrees 26 minutes 04 seconds West, a distance of 220.57 feet R1) to a found 1/2 inch rebar and aluminum cap N.E.S. RLS 14671" on the south Right of "Way line of Gemini Drive and a point of cusp on a non-tangent curve concave to the northwest having a radius of 800.00 feet (R1), a central angle of 2 degrees 20 minutes 07 seconds (a central angle of 02 degrees 20 minutes 52 seconds R1) and being subtended by a chord which bears South 57 degrees 33 minute 05 seconds West 32.60 feet (South 57 degrees 36 minutes 00 seconds West 32.78 feet R1);

THENCE along said Right of Way southwesterly along said curve, a distance of 32.61 feet (32.78 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S. RLS 14671';

THENCE continuing along said Right of Way South 58 degrees 34 minutes 27 seconds West, a distance of 302.72 feet (South 58 degrees 35 minutes 07 seconds West, a distance of 302.53 feet R1) to the TRUE POINT OF BEGINNING.

Containing 1.94 acres, more or less.

PARCEL NO. 3: (Assessors Parcel No: 107-01-001G)

The following is a legal description of a parcel of land lying within Section 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 1 1/2 inch aluminum cap “N.E.S. Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999” on the east line of said Section 15 performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R1), from which a found 3 inch brass cap “USDI, 1981, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15” at the northeast corner of said Section bears North 01 degrees 25 minutes 10 seconds West a distance of 1360.45 feet (measured and basis of bearing for this description) North 01 degrees 25 minutes 46 seconds West, a distance of 1360.30 feet R1)

THENCE along said Section line North 01 degrees 25 minutes 57 seconds West, a distance of 108.05 feet (North 01 degrees 25 minutes 45 seconds West, a distance of 107.98 feet R1), North 01 degrees 27 minutes 21 seconds West, a distance of 108.06 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration

Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 1/2 inch rebar from which a found1/2 inch rebar and aluminum cap “N.E.S., RLS 14671" on said Section line bears North 01 degrees 25 minutes 03 seconds West (North 01 degrees 25 minutes 45 seconds West R1) (North 01 degrees 27 minutes 21 seconds West R2) a distance of 400.06 feet;

THENCE leaving said Section line South 31 degrees 23 minutes 26 seconds East, a distance of 116.88 feet (South 31 degrees 23 minutes 07 seconds East, a distance of 116.76 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671";

THENCE South 58 degrees 41 minutes 07 seconds West, a distance of 67.24 feet (South 58 minutes 41 minutes 46 seconds West, a distance of 67.24 feet R1) to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671" on said Section line from which a found 1 inch iron pipe on said Section line bears South 01 degrees 24 minutes 48 seconds East, a distance of 782.47 feet;

THENCE along said Section line North 01 degrees 33 minutes 40 seconds West, a distance of 26.72 feet (North 01 degrees 24 minutes 48 seconds West, a distance of 26.67 feet R1) to the TRUE POINT OF BEGINNING.

Containing 3,933 square feet, or 0.09 acres, more or less.

PARCEL NO. 4: (Assessors Parcel No: 101-37-001E)

The following is a legal description of a parcel of land lying with in Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 3 inch brass cap "USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of Section 15, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (here in referred to as R1), from which a found 1 1/2 inch aluminum cap "N.E.S., Township 21 North, Range 7 East, N 1/16, S15, S14, RLS 14671, 1999" on the east line of said Section bears South 01 degrees 25 minutes 10 seconds East, a distance of 1360.45 feet (measured and basis of bearing for this description) South 01 degrees 25 minutes 46 seconds East, a distance of 1360.30 feet R1)

THENCE along the north line of said Section South 89 degrees 48 minutes 27 seconds West, a distance of 439.74 feet (South 89 degrees 47 minutes 56 seconds West, a distance of 439.49 feet R1) South 89 degrees 46 minutes 19 seconds West, a distance of 439.62 feet to a found 1/2 inch rebar and aluminum cap “N.E.S., RLS 14671" as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark RLS 30364, and South 89 degrees 50 minutes 12 seconds West, a distance of 439.62 feet as described in a deed recorded at Docket 1531, Page 90, official records of Coconino County (herein referred to as R2);

THENCE continuing along said Section line South 89 degrees 47 minutes 49 seconds West, a distance of 233.45 feet (South 89 degrees 50 minutes 12 seconds West R2), to a point of cusp of a non-tangent curve on the south Right of Way line of Forest Avenue;

THENCE leaving said Section line westerly along said Right of Way line, a distance of 133.94 feet along the non-tangent curve concave to the north, having a radius of 984.95 feet (985.00 feet R1, R2) a central angle of 7 degrees 47 minutes 30 seconds, and being subtended by a chord which bears South 78 degrees 41 minutes 37 seconds West, a distance of 133.84 feet and the TRUE POINT OF BEGINNING;

THENCE continuing along said Right of Way line westerly, a distance of 123.14 feet along the non-tangent curve concave to the north, having a radius of 984.95 feet (985.00 feet R1, R2) a central angle of 7 degrees 09 minutes 48 seconds and being subtended by a chord which bears South 86 degrees 10 minutes 16 seconds West, a distance of 123.06 feet to a found 1/2 inch rebar and aluminum cap "N.E.S., RLS 14671";

THENCE continuing along said Right-of-Way line South 89 degrees 39 minutes 11 seconds West, a distance of 46.76 feet to a found ½ inch rebar;

THENCE leaving said Right-of-Way line South 00 degrees 47 minutes 34 seconds West, a distance of 215.67 feet;

THENCE South 02 degrees 43 minutes 32 seconds East, a distance of 194.38 feet;

THENCE South 38 degrees 19 minutes 42 seconds East, a distance of 383.26 feet;

THENCE South 17 degrees 56 minutes 31 seconds East, a distance of 75.32 feet to a point on the north Right of Way line of Gemini Drive;

THENCE along said Right of Way line South 87 degrees 25 minutes 02 seconds East, a distance of 95.94 feet;

THENCE leaving said Right of Way line North 02 degrees 28 minutes 04 seconds West, a distance of 266.44 feet;

THENCE North 14 degrees 03 minutes 56 seconds West, a distance of 276.47 feet;

THENCE North 23 degrees 46 minutes 24 seconds West, a distance of 284.73 feet to the POINT OF BEGINNING.

Containing 4.16 acres, more or less.

PARCEL NO. 5: (Assessors Parcel No: 101-37-002H)

The following is a legal description of a parcel of land lying with in Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 1 1/2 inch aluminum cap "N.E.S. Township 21 North, BLM, N1/16, S15, S14, RLS 14671, 1999" on the east line of said Section 15 as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey Inc. dated June 28 2006 and sealed by Michael J. Stark RLS 30364 (herein referred to as R1) from which a 3 inch brass cap "USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of said Section bears North 01 degrees 25 minutes 10 seconds West a distance of 1360.45 feet (measured and basis of bearing for this description) (North 01 degrees 25 minutes 46 seconds West a distance of 1360.30 feet R1);

THENCE along the south line of the north half of the northeast quarter of said Section, North 89 degrees 52 minutes 14 seconds West, a distance of 449.33 feet (North 89 degrees 50 minutes 56 seconds West R1), North 89 degrees 53 minutes 56 seconds West, as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to the TRUE POINT OF BEGINNING;

THENCE continuing along said Section line North 89 degrees 52 minutes 14 seconds West (North 89 degrees 50 minutes 56 seconds West R1) (North 89 degrees 53 minutes 56 seconds West R2), a distance of 60.41 feet to a found 3 inch brass cap USDI BLM Lot 3 Lot 1 S15

THENCE continuing along said Section line North 89 degrees 49 minutes 12 seconds West (North 89 degrees 53 minutes 56 seconds West R2), a distance of 66.28 feet;

THENCE leaving said Section line North 17 degrees 51 minutes 09 seconds West, a distance of 487.20 feet to a point on the south Right of Way line of Gemini Drive;

THENCE along said Right of Way line South 87 degrees 25 minutes 02 seconds East, a distance of 106.68 feet;

THENCE leaving said Right of Way line South 17 degrees 51 minutes 09 seconds East, a distance of 169.89 feet;

THENCE South 21 degrees 31 minutes 46 seconds East, a distance of 319.89 feet to the TRUE POINT OF BEGINNING.

Containing 1.19 acres, more or less.

PARCEL NO. 6: (Assessors Parcel No: 101-28-007E)

The following is a legal description of a parcel of land lying with in Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at a found 1 1/2 inch aluminum cap “N.E.S., Township 21 North, Range 7 East, N1/16, S15, S14, RLS 14671, 1999” on the east line of said Section 15 as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated June 28, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R1), from which a found 3 inch brass cap “USDI, BLM, Township 21 North, Range 7 East, S10, S11, S14, S15, 1981" at the northeast corner of said Section bears North 01 degrees 25 minutes 10 seconds West, a distance of 1360.45 feet (measured and basis of bearing for this description) (North 01 degrees 25 minutes 46 seconds West, a distance of 1360.30 feet R1);

THENCE along the south line of the north half of the northeast quarter of said Section North 89 degrees 52 minutes 14 seconds West, a distance of 509.74 feet (North 89 degrees 50 minutes 56 seconds West, a distance of 509.74 feet R1), North 89 degrees 53 minutes 56 seconds West, a distance of 509.74 feet as shown on the ALTA/ACSM Land Title Survey performed by Northland Exploration Survey, Inc. dated March 18, 2006 and sealed by Michael J. Stark, RLS 30364 (herein referred to as R2) to a found 3 inch brass cap “USDI, BLM, Lot 3, Lot 1, S15, 1981";
THENCE continuing along said Section line North 89 degrees 49 minutes 12 seconds West, a distance of 495.53 feet (North 89 degrees 53 minutes 56 seconds West, a distance of 495.48 feet R2), to the TRUE POINT OF BEGINNING, from which a found 1/2 inch rebar and plastic cap “LS 18215" bears North 89 degrees 49 minutes 12 seconds West a distance of 844.35 feet (North 89 degrees 49 minutes 41 seconds West, a distance of 844.44 feet R1) (North 89 degrees 52 minutes 06 seconds West, a distance of 844.25 feet R2);

THENCE leaving said Section line South 01 degrees 23 minutes 37 seconds East (South 01 degrees 22 minutes 43 seconds East R1), a distance of 79.27 feet to a point on the proposed east Right of Way line of Pine Cliff Drive and a point of cusp on a non-tangent curve concave to the west having a radius of 322.00 feet and a central angle of 13 degrees 51 minutes 36 seconds and being a subtended by a chord which bears North 08 degrees 19 minutes 25 seconds West, 80.12 feet, from which a found 1/2 inch rebar bears South 01 degrees 23 minutes 37 seconds East, a distance of 247.80 feet;

THENCE along said Right of Way line northerly along said curve, a distance of 80.32 feet to a point of cusp on said Section line;

THENCE along said Section line South 89 degrees 49 minutes 12 seconds East, a distance of 9.67 feet to the TRUE POINT OF BEGINNING.

Containing 253 square feet, or 0.01 acres, more or less.

PARCEL NO. 7: (Assessors Parcel No: 107-01-001B)

That portion of the Northwest quarter of Section 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 14, and the TRUE POINT OF BEGINNING:

Thence South 0°38'59" East, 2625.30 feet to the Center quarter corner of said Section 14;

Thence South 87°55'33" West, 2618.50 feet to the West quarter corner of said Section 14;

Thence along the west line of said Section 14, North 1°22'17" West, 551.25 feet

Thence continuing along said west line, North 1°24'48" West, 782.47 feet to a point on the southerly line of the aforementioned PARCEL NO. 3 (Assessors Parcel No: 107-01-001G);

Thence along said southerly line, North 58°41'07" East, 67.24 feet to the southeast corner thereof;

Thence along the northeasterly line of said PARCEL NO. 3, North 31°23'26" West, 116.88 feet to a point on the west line of said Section 14;

Thence along said west line, North 1°25'03" West, 400.06 feet to a point on the southwesterly line of the aforementioned PARCEL NO. 2 (Assessors Parcel No: 107-01-001F);

Thence along said southwesterly line, South 31°21'01" East, 107.99 feet to the southwest corner thereof;

Thence along the southeasterly line of said PARCEL NO. 2, North 58°35'32" East, 400.02 feet to the southeast corner thereof;

Thence along the northeasterly line of said PARCEL NO. 2, North 31°26'04" West, 220.57 feet to a point on the southerly Right-of-Way line of Gemini Drive, said point being the beginning of a non-tangent curve concave to the northwest, having a radius of 800.04 feet and being subtended by a chord which bears North 32°20'57" East, 648.22 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 667.40 feet through a central angle of 47°47'47" to a point on the north line of said Section 14;

Thence along said north line, South 89°59'47" East, 2003.43 feet to the TRUE POINT OF BEGINNING.

Containing 152.52 acres, more or less.

PARCEL NO. 8: (Assessors Parcel No: 101-28-007C)

That portion of that parcel of land situated in the East half of Section 15, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona,

being a portion of that parcel of land described in Docket 1220, Page 530, (R1), records of Coconino County, Arizona and being more particularly described as follows:

BEGINNING at the Northeast corner of said (R1), said point being the Northeast corner of the South half of the Northeast quarter of said Section 15;

THENCE along the east line of said Section 15, South 1°33'40" East, 26.72;

THENCE continuing along said east line, South 1°24'48" East, 782.47 feet to the northeast corner of Tract 11, SWITZER MESA UNIT 2 as shown in Case 2, Maps 344-344D (R2), records of Coconino County, Arizona;

THENCE continuing along said east line, South 1°22'17" East, 551.25 feet to the east quarter corner of said Section 15;

THENCE continuing along said east line, South 1°22'17" East, 243.47 feet to the southeast corner of said Tract 11;

Thence South 89°59'53" West, 50.01 feet to the southwest corner of said Tract 11;

Thence North 1°22'17" West, 794.72 feet to the northwest corner of said Tract 11;

THENCE South 89°59'53" West, 291.00 feet to the northwest corner of Lot 33, SWITZER MESA UNIT 3 as shown in Case 3, Maps 111-111A (R3), records of Coconino County, Arizona;

THENCE along the north line of (R3) North 77°00'32" West, 373.54 feet to the northwest corner of Tract "C" of (R3);

THENCE continuing along the north line of (R3), South 88°36'40" West, 100.00 feet to the northwest corner of Lot 15 of (R3);

THENCE continuing along the north line of (R3), South 73°34'21" West, 58.18 feet to the northeast corner of Tract "A" of (R3);

THENCE along the north line of said Tract "A" of (R3) South 88°44'02" West, 106.08 feet to the northeast corner of said Lot 48;

THENCE along the north line of said Lot 48, South 88°41'43" West, 109.98 feet to the southwest corner of said parcel;

THENCE leaving said north line, North 0°18'34" West, 10.19 feet to the beginning of a curve to the right, concave to the east, having a radius of 562.50 feet and a central angle of 15°18'08";

THENCE northeasterly along said curve, and along the westerly line of said parcel, a distance of 150.23 feet;

THENCE continuing along said westerly line, North 13°54'32" East, 99.95 feet to the beginning of a curve to the left, concave to the west, having a radius of 637.50 feet and a central angle of 15°15’40”;

THENCE northerly along said curve, and along said westerly line, a distance of 169.80 feet;

THENCE continuing along said westerly line, North 1°23'37" West, 327.20 feet to the northwest corner of said parcel;

THENCE along the north line of said parcel, South 89°49'12" East, 495.53 feet;

THENCE continuing along said north line, South 89°52'14" East, 509.74 feet to the TRUE POINT OF BEGINNING.

Containing 19.10 acres, more or less.

PARCEL NO. 9 (A Portion of Assessor’s Parcel No: 110-08-001G)

That portion of the Southeast quarter of Section 10, Township 21 North, Range 7 East , of the Gila and Salt River Base and Meridian, Coconino County , Arizona, described as follows:

Commencing a point on the Southerly right of way line of Old Cedar Avenue shown on the Right-of-Way Map, recorded in Book 2 of Maps, Page 55, Official Records of Coconino County (herein referred to as R3), said point being in common with the easterly Right-of-Way line of Turquoise Drive as described in City of Flagstaff Ordinance No. 581, and the TRUE POINT OF BEGINNING;

THENCE along said easterly Right-of-Way line of Turquoise Drive, South 00°22'50" West, 809.50 feet;

THENCE leaving said easterly Right-of-Way line, South 45°15'55" East, 33.81 feet to a point on the northerly Right-of-Way line of East Forest Avenue;

THENCE continuing along said Right-of-Way line, North 89°50'12" East, 76.21 feet;

THENCE continuing along said Right-of-Way line, North 00°09'48" West, 5.00 feet;

THENCE continuing along said Right-of-Way line, North 89°50'12" East, 42.17 feet;

THENCE continuing along said Right-of-Way line, South 88°03'49" East, 45.93 feet;

THENCE continuing along said Right-of-Way line, South 78°46'58" East,16.81 feet;

THENCE continuing along said Right-of-Way line, North 89°50'12" East, 1434.30 feet to the beginning of a tangent curve concave to the northwest, having a radius of 865.00 feet and a central angle of 55°06'03";

THENCE continuing along said Right-of-Way line, and northeasterly along said curve, 831.86 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 965.00 feet and a central angle of 82°03'59" and being subtended by a chord which bears North 42°07'10" West 1267.04 feet;

THENCE leaving said Right-of-Way line, and northwesterly along said curve, 1382.20 feet;

THENCE South 68°13'56" West,50.90 feet;

THENCE North 00°58'30" West, 340.30 feet;

THENCE North 00°24'38" West, 63.90 feet;

THENCE North 06°46'55" East, 294.46 feet;

THENCE South 48°29'42" West, 2.39 feet;

THENCE North 01°12'24" East, 55.99 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 966.00 feet and a central angle of 17°53'05" and being subtended by a chord which bears South 38°44'29" West 300.31 feet, said point being in common with the southerly Right-of-Way line of Old Cedar Avenue as shown on R3;

THENCE along said Right-of-Way line, and southwesterly along said curve, 301.53 feet;

THENCE continuing along said Right-of-Way line, South 27°59'00" West, 499.49 feet to the beginning of a tangent curve concave to the northwest having a radius of 966.00 feet and a central angle of 65°20'53";

THENCE continuing along said Right-of-Way line, and southwesterly along said curve, 1101.76 feet;

THENCE continuing along said Right-of-Way line, South 89°44'00" West, 157.86 feet to the TRUE POINT OF BEGINNING.

Containing 50.16 acres, more or less.

PARCEL NO. 10: (A portion of Assessor's Parcel No: 109-02-001S)

That portion of the Southwest quarter of Section 11, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Commencing the Southwest corner of Section 11, from which the South quarter corner of said Section 11 bears South 89°59’47” East, 2653.94 feet;

THENCE along the south line of said Section 11, South 89°59’47” East, 650.51 feet to the beginning of a non-tangent curve concave to the west, having a radius of 800.04 feet and a central angle of 2°09'59" and being subtended by a chord bearing North 7°08’29” East, 30.23 feet, said point being in common with the easterly Right-of-Way line of North Gemini Drive, and the TRUE POINT OF BEGINNING;

THENCE along said Right-of-Way line, and northerly along said curve, 30.25 feet to the southwest corner of that parcel of land as described in Instrument Number 3773981, Official Records of Coconino County;

THENCE leaving said Right-of-Way line, and along the south line of said parcel, South 89°59'47" East, 585.88 feet to the southeast corner of said parcel;

THENCE along the easterly line of said parcel, North 14°29'46" West, 331.22 feet;

THENCE continuing along said easterly line, North 13°18'11" West, 564.50 feet to the northeast corner of said parcel;

THENCE along the northerly line of said parcel, North 74°43'21" West, 453.31 feet to the northwest corner of said parcel, and the beginning of a non-tangent curve concave to the southwest, having a radius of 349.69 feet and a central angle of 53°27'18" and being subtended by a chord bearing North 62°06’28” West, 314.55 feet, said point being in common with the easterly Right-of-Way line of North Gemini Drive;

THENCE along said Right-of-Way line, and northwesterly along said curve, 326.25 feet;

THENCE continuing along said Right-of-Way line, North 77°58'22" West, 117.06 feet;

THENCE continuing along said Right-of-Way line, South 89°38'00" West, 115.00 feet;

THENCE continuing along said Right-of-Way line, North 44°58'11" West, 41.54 feet to a point on the easterly Right-of-Way line of East Cedar Avenue;

THENCE along said Right-of-Way line, North 00°19'10" West, 411.60 feet to the beginning of a tangent curve concave to the southeast having a radius of 865.00 feet and a central angle of 68°10'22";

THENCE continuing along said Right-of-Way line, and northeasterly along said curve, 1029.21 feet;

THENCE continuing along said Right-of-Way line, North 67°51'09" East, 768.49 feet;

THENCE leaving said Right-of-Way line, South 00°00'00" West, 73.26 feet to the northwest corner of that parcel of land as described in Docket 1279, Page 109, Official Records of Coconino County (Coconino High School Parcel);

THENCE along the west line of said parcel, South 00°32'40" East, 1327.47 feet to the southwest corner thereof;

THENCE along the south line of said parcel, North 89°53'21" East, 891.44 feet to the northwest corner of that parcel of land as described in Docket 1668, Page 235, Official Records of Coconino County;

THENCE along the west line of said parcel, South 00°46'14" East, 447.06 feet to the southwest corner thereof, said point being in common with the north line of that parcel of land as described in Instrument Number 3786764, Official Records of Coconino County;

THENCE along the north line of said parcel, South 89°13'36" West, 59.63 feet to the northwest corner thereof;

THENCE South 00°46'24" East, 762.00 feet to the southwest corner of that parcel of land as described in Instrument Number 3725628, Official Records of Coconino County;

THENCE along the south line of said parcel, North 89°13'36" East, 430.00 feet to the southeast corner thereof, said point being in common with the west Right-of-Way line of North Izabel Street;

THENCE along said Right-of-Way line, South 00°00'13" West, 124.17 feet to a point on the south line of said Section 11;

THENCE along said south line, North 89°59'47" West, 1941.74 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion of the Southeast quarter of the Southwest quarter of Section 11, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING for reference at the found 1962 City of Flagstaff South quarter corner of said Section 11;

THENCE North 0° 46’ 24” West (Basis of Bearing from City of Flagstaff Izabel Street Widening and Extension – Case 1 of Maps, Map 149, records of Coconino County, Arizona) along the North-South mid-section line of said Section 11, which is also the East line of Izabel Street as shown on said Izabel Street Widening and Extension Plans, 125.00 feet;

THENCE South 89° 13’ 36” West, at a right angle to the previous course, 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 89° 13’ 36” West, 430.00 feet;

THENCE North 0° 46’ 24” West, at a right angle to the previous course, 762.00 feet;

THENCE North 89° 13’ 36” East, at a right angle to the previous course, 430.00 feet;

THENCE South 0° 46’ 24” East, at a right angle to the previous course, 762.00 feet to the TRUE POINT OF BEGINNING;

Containing 70.43 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

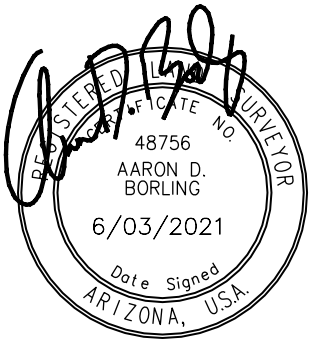
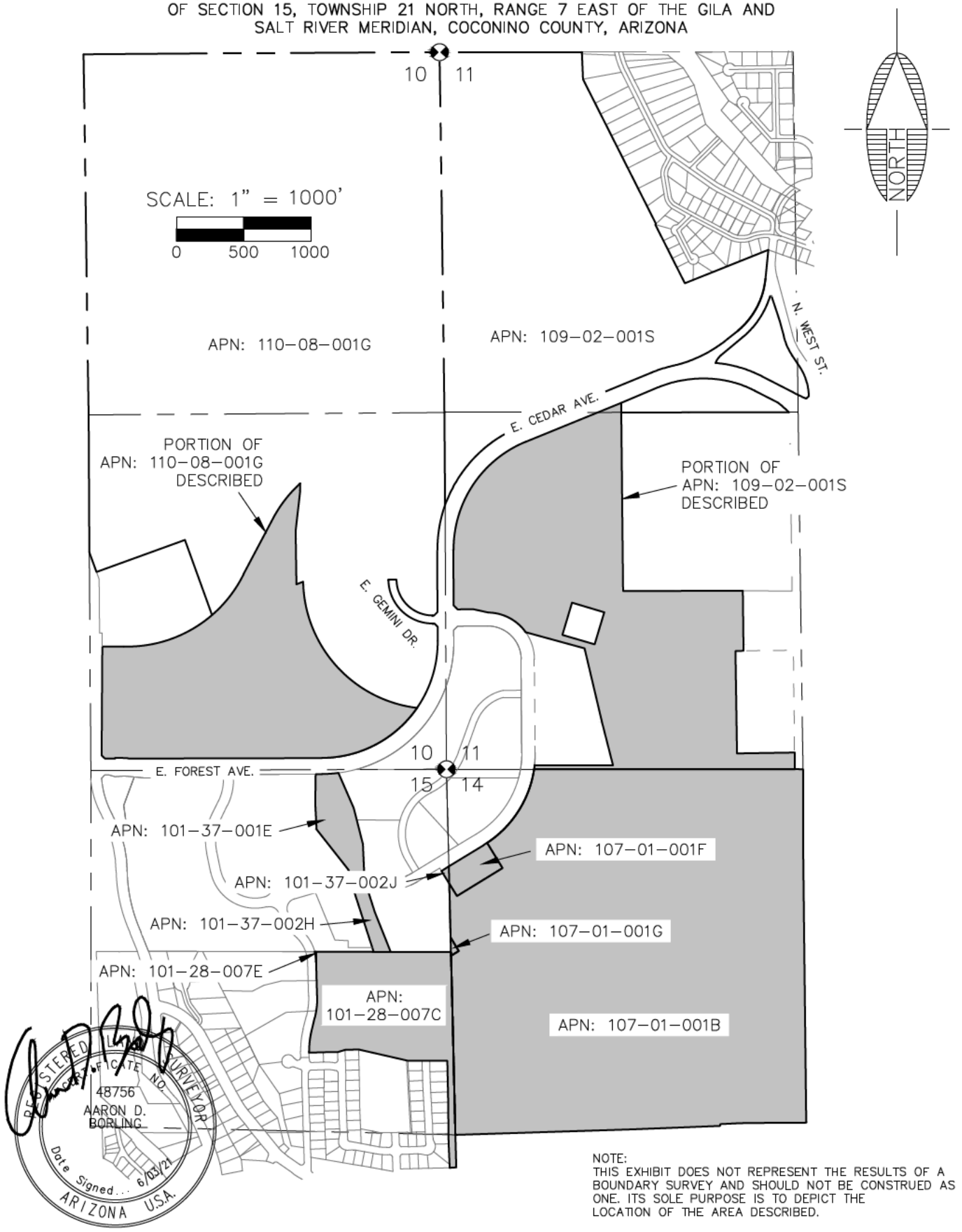


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, THE SOUTHWEST QUARTER OF SECTION 11, THE NORTHWEST QUARTER OF SECTION 14, AND THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	21023
DATE	JUN 21
SCALE	1"=1000'
DRAWN	ADB
DESIGN	
CHECKED	ADB

COF OPEN SPACE — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 15 OF 15

PLOTTED: Jun 03, 2021-3:43pm
FILE: P:\2021\21023\COF OPEN SPACE\SURVEY\LEGAL DESCRIPTIONS\EXHIBITB.DWG ABORLING

PLANNING AND DEVELOPMENT SERVICES REPORT

Concept Zoning Map Amendment: McMillan Mesa Natura Area

PUBLIC HEARING
PZ-20-00063

DATE: December 21, 2021
MEETING DATE: January 12, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
A request by the City of Flagstaff for a Concept Zoning Map Amendment of approximately 299.68 acres, distributed across 10 parcels generally located at 1900 North Gemini Drive, from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone. A Resource Protection Overlay (RPO) will be applied to the area covered in this rezoning request.

STAFF RECOMMENDATION:
Staff recommends the Planning & Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment to the City Council with a recommendation to approve an amendment to the Zoning Map for 299.68 acres from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to the Public Open Space (POS) zone, with the following condition:

1. A Resource Protection Overlay (RPO) shall be applied to all areas contained in this rezoning request.

PRESENT LAND USE:
This Zoning Map Amendment includes undeveloped land distributed across 10 parcels. The Flagstaff Urban Trails (FUTS) network has several multimodal paths that cross the area. There is also existing utility infrastructure in the area.

PROPOSED LAND USE:
The parcels will be rezoned as Public Open Space (POS) and will be managed by the City of Flagstaff Open Space Program as the McMillan Mesa Natura Area (MMNA). The POS zone only allows two uses: Open Spaces and Passive Recreation.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Buffalo Park (POS Zone); USGS Industrial Park, NACET Incubator (PF Zone); Veteran's Home (Rural Residential [RR] Zone); Basis Flagstaff and several medical facilities (RD Zone);
East: Sunnyside Neighborhood (High Density Residential [HR], Medium Density Residential [MR], and Community Commercial [CC] zones);
South: Single family and multifamily homes along Arrowhead Avenue (HR and MR zones); San Francisco De Asis Catholic Church (MR and RR zones);
West: Single family and multifamily housing (HR, MR, and Single Family Residential [R1] zones); Jay Lively Activity Center (PF zone); BASIS Flagstaff School (RD zone).

REQUIRED FINDINGS:
The Commission shall find that the Concept Zoning Map Amendment meets the three findings for approval per City Code Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map.

I. Project Introduction

A. Background

The City of Flagstaff Open Space Program requests a Concept Zoning Map Amendment to rezone approximately 298.66 acres of land from the Rural Residential (RR), Public Facility (PF), and Research and Development (RD) zones to

the Public Open Space (POS) zone. This Concept Zoning Map Amendment is the third step in a longer process to set aside City-owned land on McMillan Mesa as Designated Open Space.

The MMNA is comprised of 10 parcels located north and south of Forest Avenue. The area included in this rezoning request is currently undeveloped. These parcels are owned by the City of Flagstaff, but two of the ten parcels are only partially included in this rezoning request. The portion of APN 110-08-001G not being rezoned contains Buffalo Park, the US Geological Survey campus, and the Northern Arizona Center for Emerging Technology (NACET) Incubator; the portion of APN 109-02-001S not being rezoned contains Buffalo Park and the triangle of land between Cedar Avenue, West Street, and Linda Vista Drive.

On November 8, 2016, approximately 86% of Flagstaff voters voted in favor of Proposition 413–Campaign for a Greater Buffalo Park. This proposition restricted the use of City of Flagstaff-owned Property on McMillan Mesa to public open space and passive recreation. City Council approved the results by Resolution Number 2016-38 on November 28, 2016. The area covered in Proposition 413 is known as the McMillan Mesa Natural Area (MMNA). Proposition 413 did not change the Regional Plan Land Use Designations of the MMNA, nor did it update the zoning.

The City Council initiated and approved the McMillan Mesa Natural Area Major Plan Amendment on October 16, 2018 (Resolution 2018-15). This resolution amended the Flagstaff Regional Plan 2030 by updating the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with the MMNA. Specifically, the Amendment: 1) changed the Regional Plan land use designations of the MMNA from Existing Suburban, Employment, Special District, Area in White (not assigned a future land use designation), Future Urban, and Future Suburban to Parks/Open Space; 2) Removed the Ponderosa Parkway Connection from the Road Network Illustration (this road would have bisected the MMNA); and 3) corrected some mapping errors in the Regional Plan.

The MMNA is also covered in two additional City documents: The City of Flagstaff Management Plan for Legally-Designated Open Space Properties, and the McMillan Mesa Village Specific Plan. The Management Plan includes detailed information on the MMNA, including natural and historic resources, public use of the area, and a priority action plan. City Council approved the most recent update to the Management Plan on July 7, 2020 (Resolution 2020-46). The McMillan Mesa Village Specific Plan was passed by City Council Ordinance 92-1779 on December 15, 1992 and shows the general land uses for portions of the MMNA south of Forest Avenue. Conformance with the Regional Plan and Specific Plan is discussed in the Zoning Map Amendment Findings section later in this document.

B. <u>Zoning Map Amendment Process</u>

An applicant requesting an amendment to the Zoning Map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed plans with all information required for Site Plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the City Council, then the applicant can proceed directly to construction plan and building permit review.

The Concept Zoning Map Amendment process allows the applicant to prepare a Concept Zoning Plan and pursue Site Plan approval after the City Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context maps, concept phasing, housing types if applicable and a proposed circulation map.

This Concept Zoning Map Amendment request proposes no new development currently. Thus, neither a Concept Plan nor a Site Plan are required to accompany this rezoning request.

C. <u>Zoning Map Amendment Request</u>

This Concept Zoning Map Amendment covers approximately 299.68 acres distributed across 10 parcels. The proposed changes in area to zones in the City of Flagstaff Zoning Map are as follows:

Changes in Land Use due to Proposed Zoning Map Amendment

Zoning	Acres Reduced	Acres Added
Public Facility (PF)	100.14	0
Rural Residential (RR)	192.07	0
Research and Development (RD)	7.45	0
Public Open Space (POS)	0	299.68

Two of the ten parcels are partially included in this rezoning request (APN 110-08-001G and APN 109-02-001S). Further, parcels 101-37-001E and 101-37-002H parcels (which serves as FUTS trail connectors) were not included in the original Proposition 413 area, but they were included in the Regional Plan Amendment. Parcels 101-28-007C, 110-08-001G, and 109-02-001S are partially designated with a Resource Protection Overlay (RPO). A summary of each of the parcels included in this rezoning request is provided below.

Summary of Parcels Included in the Zoning Map Amendment Request

	Parcel Number (APN)	Location/ Description	Area in ZMA Request	Total Parcel Area	Description of Area in Rezoning Request	Current Zoning	Has a Resource Protection Overlay (RPO)?
1	101-37-002J	Adjacent to the west side of parcel 107-01-001F	0.08 acres	0.08 acres	Entire parcel	RD: 0.08 acres	Yes
2	107-01-001F	Southeast of Gemini Drive	1.94 acres	1.94 acres	Entire parcel	RD: 1.94 acres	Yes
3	107-01-001G	Adjacent to the west side of parcel 107-01-001B	0.09 acres	0.09 acres	Entire parcel	RR: 0.09 acres	Yes
4	101-37-001E	1751 North Gemini Drive. This parcel is a Flagstaff Urban Trail System connector	4.16 acres	4.16 acres	Entire parcel	RD: 4.16 acres	Yes
5	101-37-002H	1750 North Gemini Drive. This parcel is a FUTS connector	1.19 acres	1.19 acres	Entire parcel	RD: 1.19 acres	Yes
6	101-28-007E	East of North Pine Cliff Drive and west of parcel 101-28-007C	0.01 acres	0.01 acres	Entire parcel	PF: 0.01 acres	Yes
7	107-01-001B	Southeast of Gemini Drive	152.52 acres	152.52 acres	Entire parcel	PF: 5.17 acres RR: 147.34 acres	Yes
8	101-28-007C	Parcel immediately north of the "Horseshoe Neighborhood"	19.10 acres	19.10 acres	Entire parcel	PF: 19.10 acres	Partial (the thin north-south portion does not have a RPO)
9	110-08-001G	North of Forest Avenue (portion	50.16 acres	298.81 acres	Area bounded by the USGS facility,	PF: 16.11 acres RR: 34.05 acres	Partial

		not being rezoned contains Buffalo Part, the USGS Campus, and the NACET Incubator			Switzer Canyon Trail, Forest Avenue, and North Turquoise Drive		(Buffalo Park, USGS, and NACET do not have a RPO)
10	109-02-001S	North and South of Forest Avenue (portion not being rezoned contains Buffalo Park and the triangle of land between Cedar Avenue, West Street, and Linda Vista Drive)	70.43 acres	181.80 acres	Southern portion of this parcel (area bounded by Forest Avenue, Coconino High School, the "cinder pit", and the APS powerline)	PF: 59.75 acres RR: 10.68 acres	Partial (most of the area north of Cedar does not have a RPO)

II. Application Review

On October 11, 2021, the Inter-Division Staff (IDS) accepted the Concept Zoning Map Amendment for the McMillan Mesa Natural Area with conditions. A copy of the application is attached to this report. There is no Concept Plan or Site Plan associated with this application because no new development is currently proposed.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 299.68 acres will be zoned Public Open Space (POS) with a Resource Protection Overlay (RPO) from the current zoning designations of RR (Rural Residential), PF (Public Facility), and RD (Research and Development) with a RPO.

i. Relevant Development Standards

Per Table 10-40.30.060.B., the POS zone only permits two uses: Open Spaces and Passive Recreation.

ii. Resource Protection

Seven of the 10 parcels in this rezoning request have a Resource Protection Overlay (RPO) across the entire parcel. Three of the parcels have a RPO applied to part of the parcel (the areas of these parcels with the RPO closely match the areas included in this rezoning request, although they are not an exact match). The POS zone requires protection of 30% of the trees, 60% of the slopes with a grade of 17-24.99%, 80% of the slopes with a grade of 25-34.99%, and 100% of slopes with a 35% or greater grade. APN 109-02-001S and APN 110-08-001G contain Urban Floodplains (the West Street Wash on APN 109-02-001S and the Switzer Canyon Wash on 110-08-001G). The Zoning Code allows Urban Floodplains to be disturbed pending approval from the City of Flagstaff Stormwater Section, unless these floodplains have characteristics conducive to water quality, wildlife habitat, and stream ecology.

iv. Pedestrian and Bicycle Circulation Systems

Existing multimodal FUTS trails traverse the site. There is also a FUTS along Forest Avenue/Cedar Avenue, which bisects the MMNA and is an important east-west transportation corridor.

B. Public Systems Impact Analysis

No impact analyses were required as part of this application because no new development is currently proposed.

III. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director, who reviews the application and prepares a recommendation. The Planning Director's recommendation shall be transmitted to the Planning and

Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include an evaluation of the three findings for approval of Zoning Map Amendments, per Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map:

1. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The recommendation shall include an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans, the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code, and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

A. Finding #1

The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. Flagstaff Regional Plan 2030 Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified the MMNA as a Park/Open Space area type. The Public Open Space (POS) zone is consistent with this area type.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located within the applicant's narrative. The narrative identifies 32 Regional Plan Goals and Policies that support the proposed rezoning, and eight Goals or Policies that do not support the rezoning. The following is a discussion of how the project generally meets or conflicts with goals and policies in the Regional Plan. A detailed Regional Plan conformance analysis is included as an attachment to this staff report.

Regional Plan 2030 Goals and Policies that Support the Rezoning

The Goals and Policies that support this rezoning request can be found in the following Regional Plan categories: Environmental Planning and Conservation (E&C), Open Space (OS), Community Character (CC), Growth Areas and Land Uses (LU), Economic Development (ED), Neighborhoods, Housing, & Urban Conservation (NH), Recreation (Rec), Transportation (T), Water Resources (WR). The applicant has summarized conformance as follows:

- **Open Spaces, Natural and Cultural Resources (E&C, OS, CC, LU):** These Goals and Policies are focused on the protection of natural resources, including dark skies, ecosystem health (protecting native plant and animal communities, conserving and restoring ecologically sensitive areas, controlling invasive species), and open spaces that act as greenways and wildlife corridors. This section also includes Goals and Policies to identify and protect historical, cultural, and archaeological resources. The MMNA will protect a montane grassland, which is an at-risk ecosystem type per the Regional Plan, and it will promote dark skies. Per the Legally Designated Open Space Management Plan, the MMNA will be regularly surveyed for invasive plants, and management strategies will be enacted accordingly. Finally, the MMNA will protect existing cultural and ecological resources.
- **Great Streets and Views (CC, LU, ED):** These Goals and Policies are focused on protecting, respecting, and enhancing views, gateway corridors, and public spaces. Map 12 of the Regional Plan shows Cedar Avenue as a Great Street that offers views of San Francisco Peaks, Dry Lake Hills, and McMillan Mesa. Designating the surrounding land as Public Open Space will preserve these views.
- **Nearby Neighborhoods and Schools (NH, CC):** These Goals and Policies are focused on stabilizing neighborhood identify, protecting cultural diversity, and completing sidewalks and FUTS connections for schools, community colleges, and university campuses. The MMNA will preserve open space adjacent to surrounding neighborhoods, and will provide safe non-motorized access through the open space between neighborhoods, community centers, and schools surrounding the MMNA.
- **Employment and Special District Area Types (LU, ED):** These Goals and Policies are focused on improving multimodal connectivity between existing and proposed employment centers and neighborhoods. It also focuses on leveraging regional assets, including the natural environment, to promote economic development. The MMNA is surrounded by, and interspersed with, important employment centers, including the USGS and NACET, as well as the surrounding neighborhoods of Switzer Ridge/Mesa, McMillan Mesa Village, and Sunnyside. The multimodal trails across the MMNA help connect these areas to each other, and may help increase marketability of the area.
- **Recreation (Rec.):** These Goals and Policies are focused on integrating active and passive recreation opportunities to promote a healthy community, promoting public and private partnerships to increase parks and recreation areas, and designing new/updating existing parks and recreational opportunities where feasible. The Buffalo Park/MMNA complex will provide the City's second-largest park/open space area. The size of the area and its continuity with Forest Service trails and resources will further enhance these combined properties' management and recreational opportunities.
- **Transportation (T):** These Goals and Policies are focused on providing multimodal transportation opportunities (walking and biking) that are safe, efficient, and consistent with conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment. There are eight existing trails that pass through the MMNA. Coconino High School and BASIS benefit from safe places for students to walk and bike.
- **Water Resources (WR):** These Goals and Policies are focused on maintaining a sustainable water budget and partnering with resource land managers and adjacent landowners to improve water yield and hydrologic processes. The MMNA is not expected to grow water demand or require additional water infrastructure capacity at this time because no new development is proposed.
- **Stormwater and Watershed Management, and Water Quality Goals and Policies (WR):** These Goals and Policies are focused on supporting a healthy watershed, identifying and mitigating downstream impacts

associated with new development, improving flood control, increasing groundwater recharge, improving water quality, and encouraging low-impact development strategies. The MMNA is not expected to generate any downstream impacts because no new development is proposed at this time. However, ample mitigation, treatment, and recharge opportunities already exist within its boundaries.

Regional Plan 2030 Goals and Policies that Do Not Support the Rezoning

Staff has identified eight Regional Plan Goals and Policies that do not support the rezoning. These conflicting goals and policies were presented to, and discussed by, the Planning and Zoning Commission and City Council as part of the Major Regional Plan Amendment in 2018 that changed the land use designation of the MMNA to Parks/Open Space. They are summarized here.

- **Economic Development (ED):** These Goals and Policies focus on protecting existing businesses and industrial land uses from encroachment, and promoting flexibility in land use and development options with the Urban Growth Boundary as identified in the Regional Plan. This rezoning request would change the zoning of 7.45 acres from Research and Development (RD) and 100.14 acres from Public Facility (PF) to Public Open Space (POS), thereby conflicting with the Regional Plan goals to promote infill and intensification near activity centers.
- **Growth Areas and Land Uses (LU):** These Goals and Policies focus on encouraging efficient use of infrastructure within the Urban Growth Boundary and fostering the intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate. The Public Open Space zoning designation would conflict with Regional Plan policies to protect employment and related uses from encroachment. However, the 2018 Regional Plan Major Plan Amendment already reduced the Regional Plan Employment/Special District and Housing land use area types in Maps 21 and 21: Future Growth Illustration. In the 2018 Staff Summary for the Resolution that approved this Amendment, Comprehensive Planning Staff indicated that the reduction in available land for housing and business park uses will need to be offset in another location as part of the next comprehensive update to the Regional Plan (to begin in 2022).
- **Transportation (T):** These Goals and Policies focus on creating efficient transportation networks to connect trade corridors and employment centers, protecting rights of way for future transportation corridors, and supporting economic vitality by improving intersection design for freight movements. The designation of the MMNA does not make forward progress on achieving these goals. However, the 2018 Regional Plan Major Plan Amendment already removed the Ponderosa Parkway extension to Gemini from Map 25 (Road Network Illustration). As discussed during the Amendment process, the elimination of the Ponderosa Parkway extension to Gemini was expected to reduce driving accessibility of the immediate area and could increase traffic on the 4th Street corridor. This change was expected to increase vehicle travel distances, cut through traffic in neighborhoods, and affect emergency response times.

iii. <u>McMillan Mesa Village Specific Plan</u>

This Plan covers parcels 101-37-002J, 107-01-001F, 101-37-002H, 101-28-007C, 101-37-001E—many of the parcels in the MMNA located south of Forest Avenue. The zoning designation of Public Open Space for these parcels will be consistent with the Plan: Tract J (101-28-007C) is shown as a School or Park, while parcels 101-28-007C and 101-37-001E are FUTS connectors that bisect areas zoned RD, MR, and CC, which are consistent with the Tracts D and E (Business Park), and Tract C (Suburban Commercial) shown in the Plan.

Tract G in the Plan (APN 101-37-002J and APN 107-01-001F) was originally contemplated to be a business park. However, the Proposition 413 identified it as open space, as did the Major Plan Amendment. At the time of the Amendment, Council elected not to amend the Plan to change the land use classification of Tract G from Business Park to Open Space because it is a City-owned parcel that had already been limited in its future use and/or sale by Proposition 413.

B. Finding #2

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

To meet the findings for approval, the proposed amendment must be found to: 1) not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and 2) add to the public good as described in the General Plan. Staff believes that the proposed project will not be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good, as discussed in the developer's project narrative, and summarized below.

- The MMNA will protect a montane grassland, which is an at-risk ecosystem in the Flagstaff region.
- The Buffalo Park/MMNA complex will be the City's second-largest park.
- The City of Flagstaff Open Space program will manage the MMNA, which will allow for opportunities to enact forest restoration projects in partnership with the City Fire Department.
- The MMNA will preserve views within its boundaries and along Forest/Cedar Avenue. These views are meaningful to the character of the Flagstaff community and are essential to maintaining tourism and promoting economic opportunities.
- The MMNA will provide numerous neighborhoods with access to exercise opportunities and the outdoors.
- The MMNA will provide opportunities for outdoor education, including biological studies, environmental investigations, and opportunities to visit the site to learn about land management and urban planning. The are several schools that border or are within walking distance of the MMNA: Coconino High School, BASIS Flagstaff Charter School, the Montessori Charter School of Flagstaff, Peak School, Killip Elementary School, and Pine Forest Charter School.
- The trail network across the MMNA provides multimodal transportation options for Flagstaff residents and visitors.

C. Finding #3

The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding, as indicated by the Inter-Division Staff (IDS) reviewed and acceptance of the Concept Zoning Map Amendment application in October 2021. Although no new development is proposed at this time, the applicant provided a summary of why the site is a suitable candidate to limit the land uses to Open Space and Passive Recreation.

- There is easy access to the MMNA for vehicles, buses, bikes, and pedestrians through Forest/Cedar Avenue, which bisects the MMNA from east to west. Mountain Line Route 2 has several bus stops on Forest Avenue and Cedar Avenue in the middle of and adjacent to the MMNA. FUTS trails allow for bicycle and pedestrian access from Ponderosa Parkway, Cedar Avenue, and Buffalo Park. FUTS trails also circulate recreational traffic through Natural Area and Buffalo Park. These trails provide recreation access to the Dry Lake Hills and Mt. Elden on the Coconino National Forest.
- The MMNA is an important habitat for wildlife and provides the community with wildlife viewing opportunities. The montane grassland habitat supports small mammals and small birds of prey, including the Mexican Spotted Owl and Northern Goshawks. It also provides habitat for mule deer and prairie dog colonies.
- The MMNA contains important biological and cultural resources, including steep slopes, rare plant species, important views, existing opportunities for passive recreation, several cultural and archeological

resources, and historic resources such as the Beale Wagon Road.

IV. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-way.

The City of Flagstaff Open Space program held two virtual neighborhood meetings about the proposed Concept Zoning Map Amendment on December 14, 2020 and January 13, 2021. Per the meeting sign-in, approximately 38 individuals attended both meetings. A Public Participation Plan, attached, was prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the Open Space Program, a question-and-answer session where questions/comments could be typed into the chat or spoken, and a set of ten Community Forum Questions about the McMillan Mesa Natural Area and if/how residents currently engage with the MMNA.

Nearly all attendees supported the rezoning of the MMNA to Public Open Space. Questions and comments focused on the process/next steps and the management of the MMNA (including concerns about invasive species, social trails, and unsheltered individuals).

Although not required by City Code, the Open Space Program also initiated a 60-day public comment period on the Flagstaff Community Forum to elicit feedback on the proposed rezoning. The comment period lasted from November 20, 2020 – February 2, 2021, and asked participants to provide feedback about the McMillan Mesa Natural Area and if/how residents currently engage with the MMNA (these are the same ten questions asked at the end of each neighborhood meeting). The Community Forum had 127 attendees and 73 responses. The Open Space Program also received one written comment and five verbal comments in response to the Community Forum questions.

Most respondents (84.7%) were in support of rezoning the MMNA to Public Open Space, while 8.3% stated that they did not support the proposed rezoning (the remaining respondents did not indicate support or opposition to the rezoning). Most respondents indicated in written feedback the need for the zoning change to meet the voters' intent for Proposition 413. Most preferred minimal or no developments or improvements to the MMNA, and keeping the MMNA natural. There were some concerns related to increased use and the deterioration of the Natural Area.

As of the writing of this report, staff has not received any additional comments on this rezoning case apart from responses received during Neighborhood Meetings and the Community Forum.

Attachments:

- Application
- Legal Ad
- Legal Description and Map
- Vicinity, Zoning, and Context Analysis Maps
- Project Narrative and Regional Plan Analysis
- Public Participation Plan

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Concept Zoning Map Amendment	File Number
07/01/2019		PZ-20-00063

Project Name
McMillan Mesa Natural Area Zoning Map Amendment

Site Address	Parcel Number(s)	Subdivision& Lot Number	Site Acreage
McMillan Mesa Natural Area	107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 10	n/a	299.68

Existing Zoning District	Proposed Zoning District	Existing Regional Plan Area and Place Type
Public Facilities & Rural Residential	Public Open Space	Public Open Space

Existing Use	Proposed Use
Open Space - Passive Recreation	Open Space - Passive Recreation

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ■ Yes ☐ No Subject property is undeveloped land?

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)
Small scale

Property Owner(s)		Phone
City of Flagstaff		928.213.2000
Mailing Address	**City, State, Zip**	**E-mail**
211 W. Aspen Ave	Flagstaff, AZ 86001	ask@flagstaffaz.gov
Applicant(s)		**Phone**
COF Open Space Program		928.213.2154
Mailing Address	**City, State, Zip**	**E-mail**
211 W. Aspen Ave	Flagstaff, AZ 86001	robert.wallace@flagstaffaz.gov
Project Representative(s)		**Phone**
Robert Wallace, Open Space Specialist		928.213.2154
Mailing Address	**City, State, Zip**	**E-mail**
211 W. Aspen Ave	Flagstaff, AZ 86001	robert.wallace@flagstaffaz.gov

Property Owner Signature (required)	Date	Applicant Signature	Date
Greg Clifton 2021.09.02 10:02:27 -07'00'		Robert Wallace Digitally signed by Robert Wallace Date: 2021.08.23 13:21:48 -07'00'	8/23/2021

For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, January 12, 2022 at 4:00 p.m. and the Flagstaff City Council will hold Public Hearings on Tuesday, February 15, 2022 at 3:00 p.m., and on Tuesday, March 1, 2022 at 3:00 p.m. to consider the following:

A. Explanation of Matters to be considered:
A proposed amendment to the official City of Flagstaff zoning map to rezone 299.68 acres from Public Facilities (PF), Rural Residential (RR), and Research and Development (RD) zoning to Public Open Space (POS) zoning for the purposes of passive recreation and open space. The site currently consists of land owned by the City of Flagstaff.

B. General Description of the Affected Area:
Approximately 299.68 acres located north and south of Forest Avenue, and south, and east of Gemini Road and Cedar Avenue, Coconino County Assessor's Parcel Numbers 107-01-001B, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, and 107-01-001G, and a portion of Coconino County Assessor's Parcel Numbers 101-28-007C, 109-02-001S, and 110-08-001G, Sections 11, 14 & 15, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. Contact the Planner listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

https://www.flagstaff.az.gov/328/Meetings

The meetings will continue to be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings

PROPOSED ZONING MAP AMENDMENT
From Public Facilities (PF), Rural Residential (RR), and Research and Development (RD) zoning to Public Open Space (POS) zoning for the purposes of passive recreation and open space

ADDRESS:	1900 North Gemini Drrive
APN:	107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, and 107-01-001G
ACRES:	Approximately 299.68 Acres, City of Flagstaff, Coconino County

FOR INFORMATION PLEASE CONTACT:

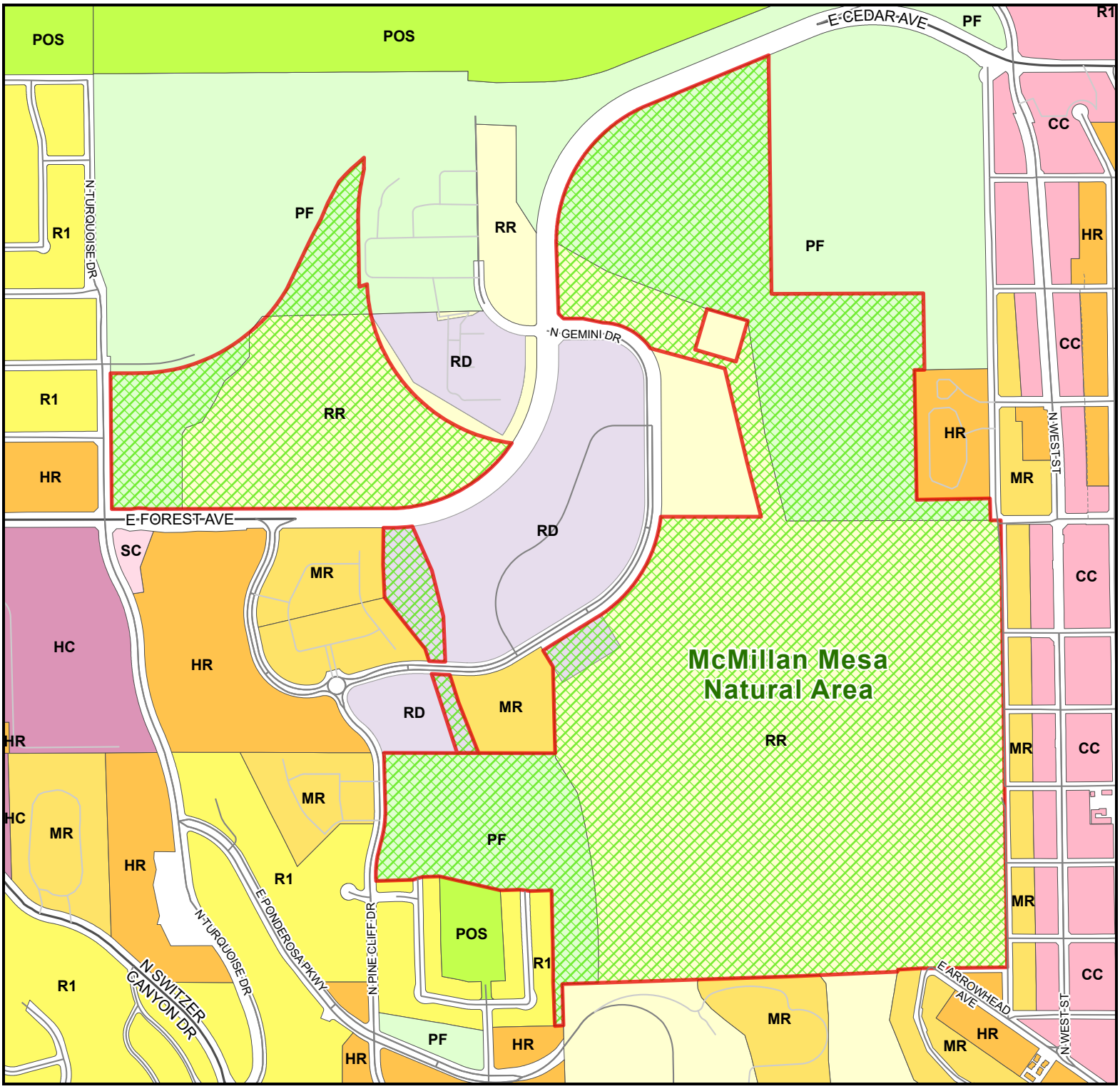
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff, Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Robert Wallace
City of Flagstaff Parks, Recreation and Open Space
211 West Aspen Avenue Flagstaff, Arizona 86001
(928) 213-2154
robert.wallace@flagstaffaz.gov

Publish: December 28, 2021

Proposed Zoning

McMillan Mesa Natural Area



- McMillan Mesa Natural Area
- Proposed Public Open Space

Residential Zones:
- Rural Residential (RR)
- Single-family Residential (R1)
- Medium Density Residential (MR)
- High Density Residential (HR)

Commercial Zones:
- Highway Commercial (HC)
- Community Commercial (CC)
- Suburban Commercial (SC)

Industrial Zones:
- Research and Development (RD)

Resource and Open Space:
- Public Facility (PF)
- Public Open Space (POS)

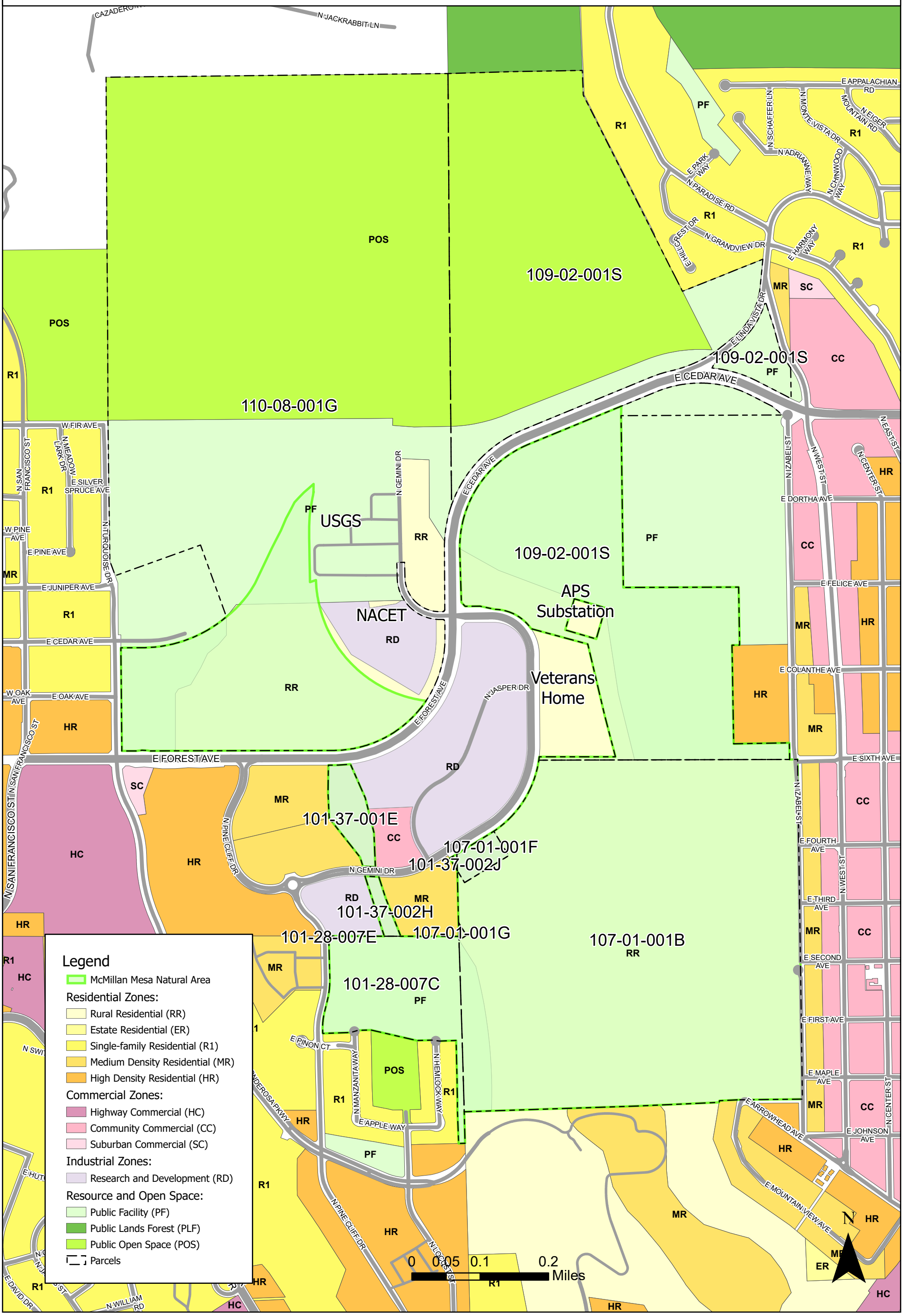
N W E S

9/29/2020

0 0.13 0.25 0.5 Miles

Context Analysis : McMillan Mesa Natural Area

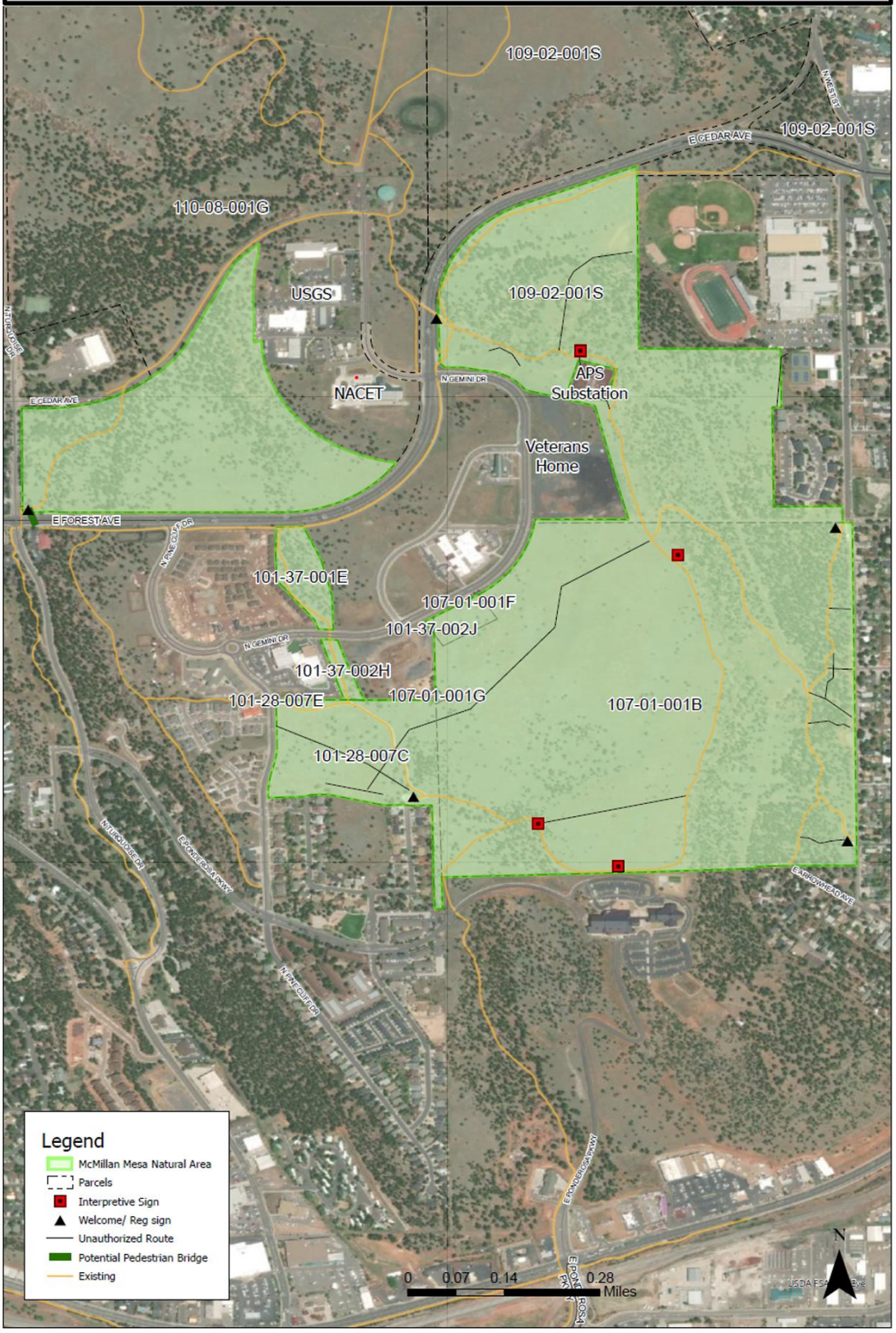
7/21/2021



Potential Infrastructure & Restoration

McMillan Mesa Natural Area

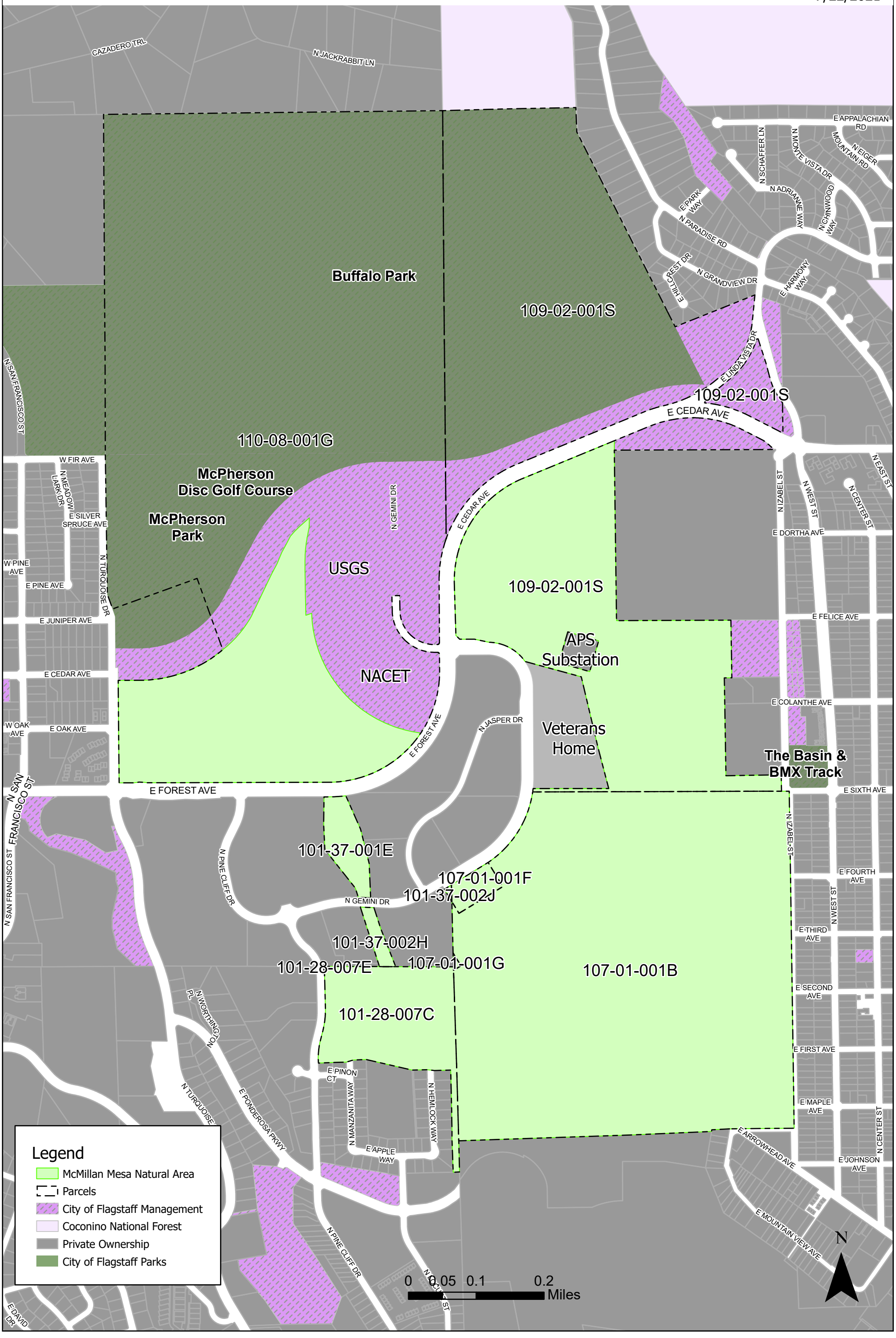
Date: 10/07/2020



Potential Infrastructure Improvements for McMillan Mesa Natural Area

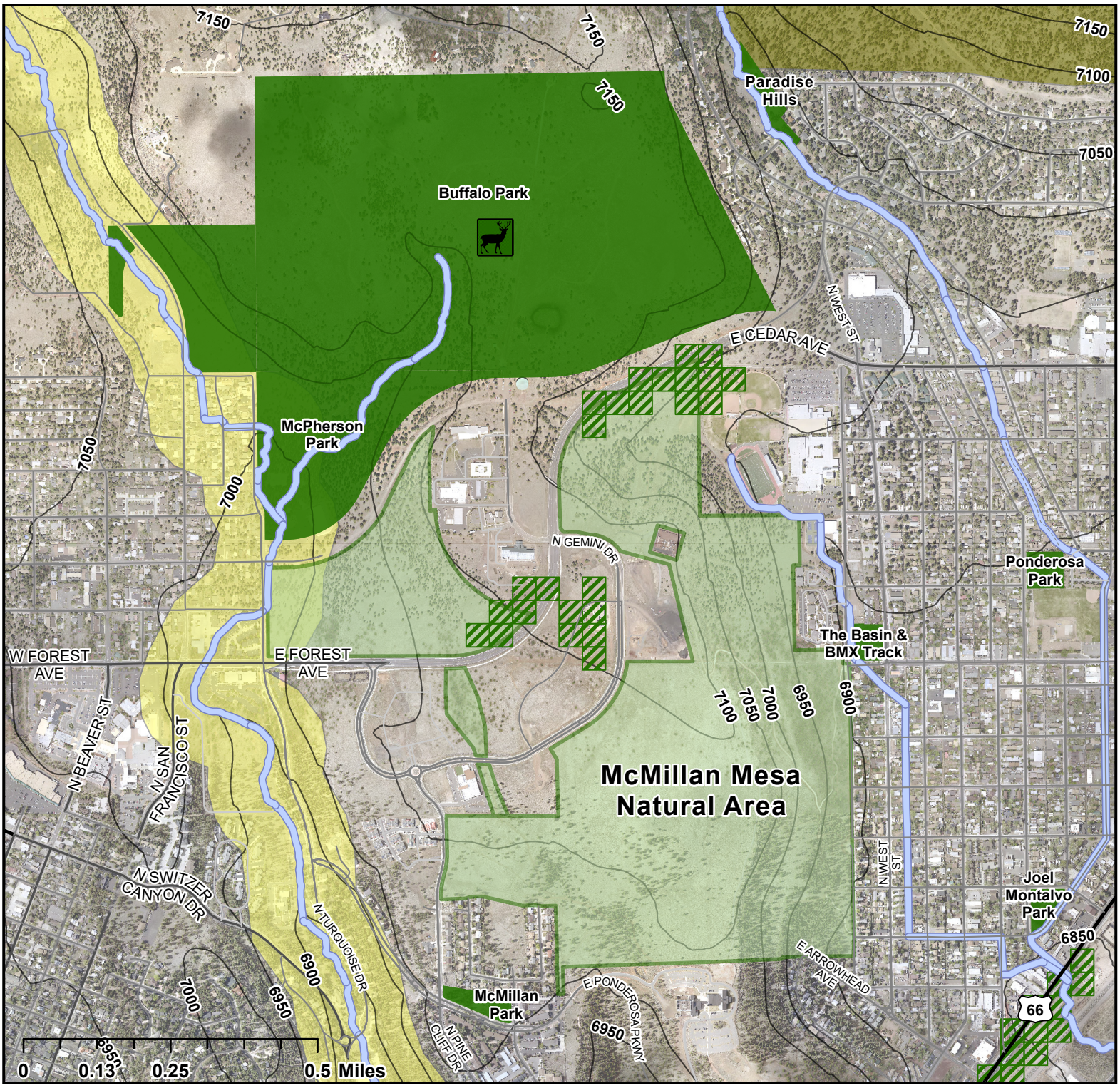
Vicinity Map : McMillan Mesa Natural Area

7/22/2021



Natural Resources

McMillan Mesa Natural Area



- Watchable Wildlife
- Tributaries
- Contours 50ft
- Parks
- Riparian Vegetation
- Wildlife Linkages
- Prairie Dog Colonies
- McMillan Mesa Natural Area

N
W E
S

9/29/2020

Trail Map

McMillan Mesa Natural Area

McMillan Mesa Natural Area

Existing Trails

Planned Trails

Parks

N

W E

S

0 0.13 0.25 0.5 Miles

10/7/2020

Existing Infrastructure

McMillan Mesa Natural Area

Existing Infrastructure of McMillan Mesa Natural Area

McMillan Mesa Natural Area Zoning Map Amendments PZ-20-00063

PART 2 – CONCEPT ZONING PLAN

II.7 Project Narrative:

Project Title
McMillan Mesa Natural Area Zoning Map Amendments

Project Start Date
June 1, 2020

Contact
The applicant team is led by the City of Flagstaff Open Space Program. Genevieve Pearthree, the Planning Development Manager, assigned to this case, is available at gpearthree@flagstaffaz.gov or 928-213-2603. Robert Wallace, Open Space Specialist responsible for submittal of this rezone application, can be reached at robert.wallace@flagstaffaz.gov or (928) 213-2154. Other departments supporting this effort are the City's Comprehensive Planning program, Real Estate, and GIS.

Reason for Request
City Council directed staff to amend the Regional Plan and Zoning Code to reflect the outcome of Proposition 413.

Project Summary
The City Council adopted the McMillan Mesa Village Specific Plan in 1992 and the McMillan Mesa Master Plan in 2002. The Flagstaff 2030 Regional Plan acknowledged the ongoing community conversation regarding the conservation values of the Mesa and designated portions of the City parcels on the Mesa north of Forest Avenue as "Employment," southwest as "Future Suburban," and areas outside of Buffalo Park as "Area in White" – a designation that does not bind those parcels to any specific use.

On November 8, 2016, approximately 86% of Flagstaff voters voted in favor of Proposition 413 – Campaign for a Greater Buffalo Park. This proposition restricted the use of approximately 300 acres of City-owned Property on McMillan Mesa to public open space and passive recreation. The results of the election were canvassed and approved by Resolution Number 2016-38 on November 28, 2016.

The land affected by Proposition 413 is primarily zoned as Public Facilities and Rural Residential, both of which permit "Outdoor Public Uses, General" and "Passive Recreation" as allowed uses. According to the Ordinance, the City cannot sell the land or permit any of the other allowed uses under Public Facilities and Rural Residential, and therefore it is protected as de facto conservation land given the development limitations. Even though the current zoning allows for the passive recreation uses required by the proposition, the City Council directed staff to amend the Regional Plan and Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment on Tuesday, October 16, 2018. The resolution amended the Flagstaff Regional Plan 2030 by amending the Future Growth Illustration (Maps 21 and 22) and the Road Network Illustration (Map 25) to make the land use and road network designations consistent with the McMillan Mesa Natural Area. The resolution went into effect on November 15, 2018. This Zoning Code Amendment proposes to rezone the Property to Public Open Space for the McMillan Mesa Natural Area, making the Property's zoning consistent with the Regional Plan Amendment, Future Growth Illustration and related maps, and Proposition 413.

Regional Plan Conformance Analysis

This section of the application for the zoning map amendment explains how the proposed amendment will affect the vision expressed in the written goals, objectives, and policies of the General Plan that are most relevant to the proposed amendment. This includes an analysis of conflicting goals and policies in the following section called Regional Plan Variance Analysis.

Supporting Goals and Policies

Abbreviations Used Below:

- Environmental Planning and Conservation - E&C.
- Open Space – OS
- Community Character - CC
- Growth Areas and Land Uses - LU
- Economic Development - ED
- Neighborhoods, Housing, & Urban Conservation - NH
- Recreation - Rec
- Transportation - T
- Water Resources – WR

- *Open Space, Natural and Cultural Resources*

Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources
Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.
Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals
Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.
Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.
Policy E&C.10.1. Encourage local development to protect, conserve, and when possible enhance and restore wildlife habitat.
Policy E&C.10.2. Protect, conserve, and when possible enhance and restore wildlife habitat on public land.
Policy E&C.10.3. Protect sensitive and uncommon habitats such as ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical elements such as water sources and soil types on which they depend through open space acquisition efforts, avoiding these features in the design of subdivisions and other development, etc.
Policy E&C.10.5. Support the development of watchable wildlife recreation opportunities.
Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.
Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.
Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting private property rights.

McMillan Mesa Natural Area provides the community an opportunity to expand the preservation and restoration of a montane grassland. This is an at-risk ecosystem type in the Flagstaff area. It also supports the preservation of dark skies by reducing lighting on the Mesa, which allows more recreational opportunities for amateur astronomers and supports the astronomy industry in the region.

At this time, invasive species are the most challenging ecological issue for the Mesa. With the management of the Property being coordinated under the Legally Designated Open Space Management Plan, the Property will be surveyed for invasive plants, and funds will be directed towards vegetation management. This will improve the ecological health and aesthetics of the Property.

Having this Property managed by the Open Space Program creates opportunities for forest restoration projects to reduce the potential for catastrophic wildfire to start or spreading through the Property. This work will be organized and completed in partnership with the City of Flagstaff Fire Department.

This area's open space designation will also allow the opportunity to manage the site to interpret the natural and cultural history and provide a space that supports education and research opportunities. Watchable wildlife opportunities may also be considered as part of the area's Management Plan.

- *Great Streets and Views*

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.
Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.
Policy LU.19.3. Enhance the viewsheds and frame the view along the corridors through design.
Policy ED.7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.

Cedar Avenue is a Great Street on Map 12 of the Flagstaff Regional Plan. The corridor offers spectacular views of the San Francisco Peaks, Dry Lake Hills, and McMillan Mesa. The preservation of open space will preserve views throughout the corridor: the trees, slopes, and the grasslands. The presence of natural resources will enhance the surrounding land use values for the neighborhood and business park.

- *Nearby Neighborhoods and Schools*

Policy NH.1.8. Prioritize the stabilization of a neighborhood's identity and maintain cultural diversity as new development occurs.
Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

The preservation of the McMillan Mesa Natural Area will preserve the natural environment that is important to surrounding neighborhoods. It will also maintain safe non-motorized access through the open space to the neighborhoods, community centers, and schools that are located around the Natural Area.

- *Employment and Special District Area Types*

Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
Policy LU.17.1. Enhance connectivity and coordinated planning efforts with neighborhoods contiguous to special planning areas.
Policy ED.7.3. Leverage the region's assets of history, culture, and natural environment, as well as educational and scientific facilities, as an economic development tool.

Preserving open space and enhancing the quality of trail connections in and around an employment area like McMillan Mesa is part of the Regional Plan's vision for harnessing the natural and scenic assets of the community as a tool for economic development. The development of biomedical and long-term medical

facilities in the McMillan Mesa business park brings together science, patient therapies, wellness, and workforce housing. Parks and open space contribute to these attributes and can help fuel the marketability and vitality of the area. Numerous trails provide walking and biking access between neighborhoods and employment areas. These include the Arrowhead, Arizona, Cedar, McMillan Mesa, Mesa Ridge, Sego Lily, Sunset, and Switzer Canyon Trails, which provide access from surrounding neighborhoods, including Switzer Ridge/Mesa, McMillan Mesa Village, and Sunnyside. Many of these trails traverse the Natural Area, cross Cedar/Forest Avenue, and continue into Buffalo Park. Furthermore, planned management actions identified in the Legally Designated Open Space Management Plan include investigating options to realign the steep section of the Cedar Trail. This realignment would enhance alternative transportation and increase public safety. Reviewing existing unauthorized trail alignments for inclusion/exclusion in the trail system as connector trails and designing ADA compliant trails will also be considered.

- *Recreation*

Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.
Policy Rec.1.2. Promote public and private partnerships to offer parks, recreation facilities, and resources.
Policy Rec.1.3. Coordinate City, County, and Forest Service recreational planning to best serve the community.
Policy Rec.1.4. Design new or updated public facilities to include parks, open space, and/or recreational opportunities where feasible.

The Buffalo Park/McMillan Mesa Natural Area complex will provide the City's second-largest park/open space area. The size of the area and its continuity with Forest Service trails and resources will further enhance these combined properties' management and recreational opportunities.

- *Transportation*

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.
Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

McMillan Mesa will provide an opportunity to walk and bicycle for recreation and transportation. There are eight existing trails that pass through the Natural Area, and more are planned through the Management Plan process. Schools Coconino High School and BASIS benefit from safe places for students to get to and from campus, walking and biking.

- *Water Resources Goals and Policies*

Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
Policy WR.1.2. Seek regional opportunities to partner with resource land managers and adjacent landowners to improve water yield and hydrologic processes.

The proposed McMillan Mesa Natural Area is expected to have no impact on Water Sources (WR.1 and WR.2) or Water Demand (WR.3 and WR.4) goals and policies. The Northern Arizona Center for Entrepreneurship and Technology, and some of the USGS facilities is currently served by a pressure sewer that connects to a gravity sewer toward the north end of this existing development. There is a desire from the City of Flagstaff to eliminate all pressure sewers. Therefore, there is a plan to serve this area with a gravity sewer by connecting the developed area to the sewer main within Forest Ave. This connection would cross a portion of the proposed Natural Area. This project will need to be reviewed by the City's legal department to ensure adherence to Proposition 413 directives.

- *Stormwater and Watershed Management, and Water Quality Goals and Policies*

Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measure to address impacts. When possible, mitigations should be non-structural in nature.
Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity, and reduce land disturbance and soil compaction.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
Policy WR.6.4. Encourage low-impact development strategies.

While the Natural Area is not expected to create any downstream impacts, mitigation, treatment, and recharge opportunities exist within its boundaries, as discussed in the Stormwater and Drainage Impact analysis subsection. The use of Low Impact Design principles in the creation of such mitigation efforts should minimize the visual impact of such facilities.

Regional Plan Variance Analysis

- *Economic Development*

Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.
Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary

The designation of McMillan Mesa Natural Area as Public Open Space removes approximately 300 acres from the goal of promoting infill and intensification near activity centers.

- *Growth Areas and Land Uses*

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
Policy LU.16.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.

The open space designation conflicts with the Regional Plan policy to protect employment and uses from encroachment.

- *Transportation*

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.
Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.
Policy T.8.4. Protect rights-of-way for future transportation corridors.
Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements

The elimination of Ponderosa Parkways extension to Gemini will reduce driving accessibility of the immediate area and could increase traffic on the 4th Street corridor. This change is expected to increase vehicle travel distances, cut through traffic in neighborhoods, and affect emergency response times.

Impact Analyses

- *Transportation Impact Analysis*

As a result of not constructing the future "Access" road between Ponderosa Parkway and Gemini, vehicle trips on Switzer Canyon, Pine Cliff, Turquoise, and 4th Street may receive more vehicle traffic than predicted in the Regional Plan Development Scenarios Analysis.

- *Water, Sewer, and Stormwater Drainage Impact Analysis*
  - *Water Demand and Capacity*

There is no expected change in demand or capacity based on the proposed McMillan Mesa Natural Area; no associated improvements are necessary.

The majority of water mains exist within the existing road's right-of-ways. In addition to water mains within the right-of-ways, there are some eight-inch water mains that connect the San Francisco de Asis school/church to Pinecliff Dr and Gemini Rd's 12-inch water mains. No new water mains are desired or expected within the proposed McMillan Mesa Natural Area. However, the Legally Designated Open Space Management Plan does state that the City of Flagstaff Water Services will continue to have access to the existing lines that pass through the proposed Natural Area.

- *Stormwater*

There are no expected changes to any downstream stormwater facilities based on the proposed McMillan Mesa Natural Area.

There are opportunities within the proposed Natural Area to potentially improve stormwater quality or reduce downstream effects. A location was identified within Tract J of the original McMillan Mesa Specific Plan (which is now part of the Natural Area) for a potential detention basin. This location has some existing stormwater infrastructure and has historically experienced drainage issues during large events along Hemlock Way. Another area that may benefit from future stormwater infrastructure improvements is along the Natural Area's eastern border, against Isabel St. The slopes against Isabel St are soft, and sediment sometimes ends up in the Street during heavy rain events. The City's Legally Designated Open Space Management Plan identifies planned management actions to work with the City Stormwater Section to determine the need for stormwater treatments within the Natural Area.

There are numerous FUTS throughout the proposed Natural Area. The City's Stormwater Division needs approximately 30 feet around each trail to maintain the drainage and engineered features that would help the functionality of the existing FUTS. The City's Legally Designated Open Space Management Plan does permit the maintenance of formal trails.

- *100-Year Water Supply*

There is no expected change to the City of Flagstaff's 100-year water supply since the area's water demand is equal-to or less-than the original plan for the area, which was used to determine the 100-year water supply needs.

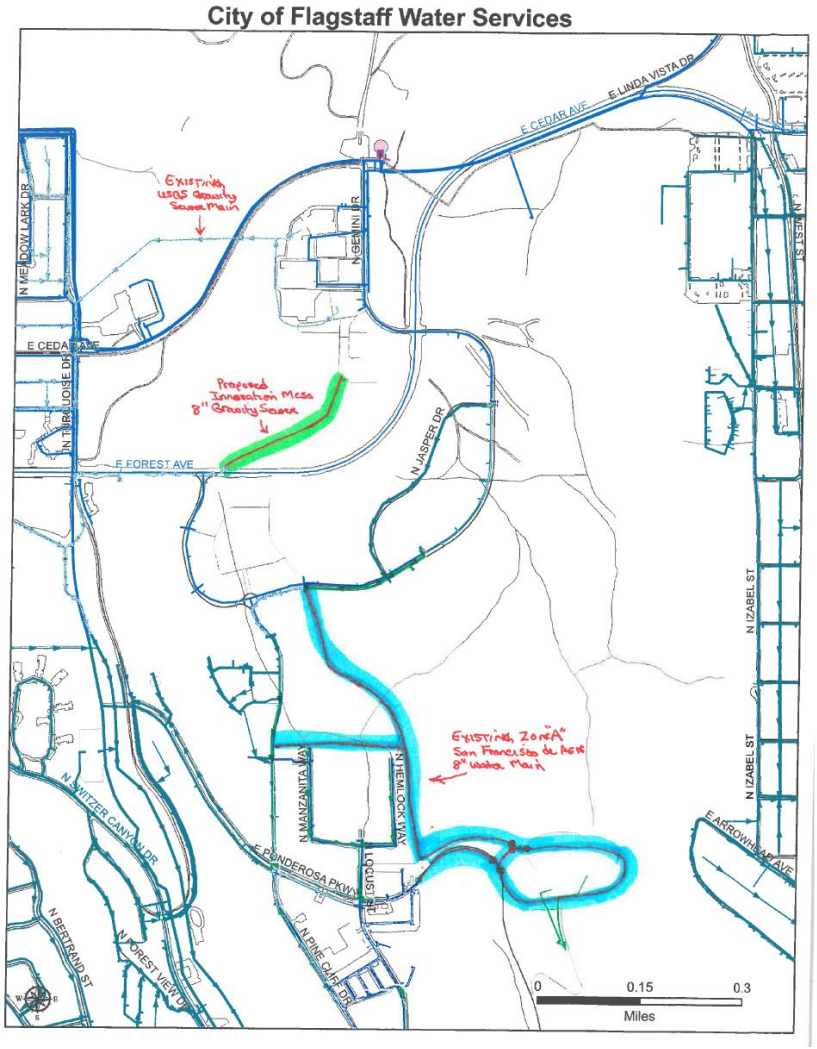
- *Reclaimed Water*

The McMillan Mesa Natural Area has not proposed using any reclaimed water. Therefore, there is no change to the City of Flagstaff's reclaimed water system as a result of this proposed rezoning. There is one existing 8-inch reclaimed waterline that runs through the McMillan Mesa Natural Area. Water Services needs access to this line at any time for maintenance, repairs in the event of a break or leak, and to access valves. Any rights granted by existing easements will not be impacted by this rezone. Moving forward, associated projects will need to involve City legal review and input to ensure adherence to legal directives of Proposition 413.

- *Sewer Demand and Capacity*

There is no expected change in sewer demand or capacity based on the McMillan Mesa Natural Area and no associated improvements are necessary.

The majority of sewer mains are located within the existing road's right-of-ways. The southern half of the existing development north of the Natural Area, containing the Northern Arizona Center for Entrepreneurship and Technology and some of the USGS facilities, is currently served by a pressure sewer that connects to a gravity sewer toward the north end of this existing development. There is a desire from the City of Flagstaff to eliminate all pressure sewers. Therefore, a plan to serve this area with a gravity sewer by connecting the developed area to the sewer main within Forest Ave has been proposed. This proposed connection would have to cross the McMillan Mesa Natural Area. Proposition 413 provides direction regarding improvements on the Property. This project will need to involve City legal review and input to determine if the project can move forward and adhere to legal directives of Proposition 413.



Water Service's proposed USGS gravity sewer project.

- *School Impact Analysis*

The designation of McMillan Mesa Natural Area to Public Open Space is not expected to generate new school enrollment for the Flagstaff area.

- *Police and Fire Impact Analysis*

The removal of the Ponderosa Parkway extension from the Road Network Illustration may have an impact on response times for nearby neighborhoods. Fire Station #2 is located on Ponderosa Parkway below the edge of the Mesa. To access properties to the north, engines will have to route around the Natural Area, which will add time to responses.

Having this Property managed by the Open Space Program creates opportunities for forest restoration projects to reduce the potential for catastrophic wildfire starting or spreading through the Property.

- Economic Development Impact Analysis

The proposed plan amendment will have both positive and negative effects on the economic development of the community. Positive influences will be to protect community character, including open space as a marketable characteristic to the medical and science research business park developing on the Mesa, and to create opportunities for the recreation and tourism industries on City land. The economic value (consumer surplus) derived from non-motorized trail use in Arizona by in-state residents, based on a midpoint estimate, is $8.3 billion per year, with model estimates ranging between $6.2 billion and $10.6 billion, according to The Department of Agricultural and Resource Economics, The University of Arizona, 2020 assessment. The undesired economic effect will be the City's reduced capacity for infill and reduction in the size of the business park on McMillan Mesa.

Public Utilities and Essential Services Use Analysis

The proposed McMillan Mesa Natural Area is expected to have no impact on water demand, water capacity, wastewater demand, wastewater capacity, or other services that are typically associated with providing public facilities.

A complete new legal survey for the entire McMillan Mesa Natural Area for the following ten parcels (107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-001E, 101-37-002H, 101-37-002J, and 107-01-001G) has been completed. A registered surveyor completed this legal description to obtain legal descriptions for the City Council ordinance. The City's GIS department produced maps that include all known existing easements and utilities within the area to be rezoned. This process identified as many utilities within the site as possible. The City recognizes that McMillan Mesa Natural Area is encumbered by existing easements. Any rights granted by existing easements will not be impacted by this rezone. In addition, the Open Space Program will continue to work with existing utilities with no easement, existing easement dedications, and other existing encumbrances to ensure adherence to legal directives of Proposition 413.

Land Use Analysis

Prior to McMillan Mesa Natural Area Major Plan Amendment in 2018, the Flagstaff 2030 Regional Plan designated portions of the City parcels on the Mesa north of Forest Avenue as "Employment," southwest as "Future Suburban," and areas outside of Buffalo Park as "Area in White" – a designation that does not bind those parcels to any specific use. When Proposition 413 passed and following the McMillan Mesa Natural Area Major Plan Amendment in 2018, these associated uses changed. The major plan amendment reduced the "Area in white", decreased the Suburban area, and increased the city-wide areas of Parks/Open Space. The net reduction in the Employment/Special District area types, which are designated for research, office, business park, industrial and employment generating uses, is approximately 28 acres. The mapping correction to Future Employment along Gemini increased Employment/Special District areas by 5.3 acres. Therefore, the total reduction in Employment and Special Districts is 22.7 acres. Designating a new "Special Planning Area" for the veteran's home on the Future Growth Illustration allocated 10 acres to this purpose.

The land affected by Proposition 413 is currently zoned as Public Facilities, Rural Residential, and Research and Development. According to the Ordinance, the City cannot sell the land or permit any of the other allowed uses under Public Facilities and Rural Residential. City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. This proposed Zoning Code Amendment recommends rezoning the Property to Public Open Space for the McMillan Mesa Natural Area (10 parcels listed below), making the Property's zoning consistent with the Regional Plan Amendment, Future Growth Illustration and related maps, and proposition 413.

McMillan Mesa Natural Area 10 Parcels Proposed to be Rezoned to Public Open Space:

- All of 107-01-001B: 152.52 acres southeast of Gemini Drive and the "cinder pit" parcel. Existing Zoning: 5.168661acres Public Facilities and 147.34 acres Rural Residential
- All of 101-28-007C: 19.10 acres parcel immediately north of the "Horseshoe Neighborhood". Existing Zoning: 19.10 acres Public Facilities.
- Part of 110-08-001G: 50.16 acres (remaining parts are Buffalo Part and USGS business park) the southwest portion of this 298-acre parcel bounded by USGS facility, Switzer Canyon Trail, Forest Avenue, and North Turquoise Drive. Existing Zoning: 16.109275 acres Public Facilities and 34.050725 acres Rural Residential.
- Part of 109-02-001S: 70.43 acres of 181.8 acres (rest is Buffalo Park) the southern portion of this parcel bounded by Forest Avenue, Coconino High School, the "cinder pit", and the APS powerline. Existing Zoning: 59.749 acres Public Facilities and 10.68 acres Rural Residential.
- All of 107-01-001F: 1.94 acres, located southeast of Gemini drive. Existing Zoning: Research and Development.
- All of 101-28-007E: 0.01 acres parcel east of N. Pine Cliff Drive and south of parcel #101-46-005A. Existing Zoning: Public Facility
- All of 101-37-001E: 4.158662 acres 1751 N Gemini Dr. Flagstaff, AZ 86001. Existing Zoning: Research and Development. Flagstaff Urban Trail System connector.
- All of 101-37-002H: 1.186275 acres 1750 N Gemini Dr. Flagstaff, AZ 86001. Existing Zoning: Research and Development. Flagstaff Urban Trail System connector.
- All of 101-37-002J: a 0.08 acres parcel adjacent to 107-01-001F. Existing Zoning: Research and Development.
- All of 107-01-001G: a 0.09 acres parcel adjacent on the west side of parcel 107-01-001B. Existing Zoning: Rural Residential.

Changes in Land Use due to this Proposed Zoning Amendment

Area Zoning	Acres Reduced	Acres Added	Net Change
Public Facility	100.14	0	-100.14
Rural Residential	192.07	0	-192.07
Research & Development	7.45	0	-7.45
Public Open Space	0	~300	~300

Public Good Analysis

Positive impacts of rezoning the Property include providing the community an opportunity to expand the preservation and restoration of a montane grassland. This is an at-risk ecosystem type in the Flagstaff area. The Buffalo Park/McMillan Mesa Natural Area complex will provide the City's second-largest, and most diverse recreational and natural resource area. The water, wildlife, vegetation, and geologic resources are important factors that support the Property's permanent preservation and will subsequently be managed and maintained appropriately to ensure protection. Having this Property managed by the Open Space Program creates opportunities for forest restoration projects in partnership with the City Fire Department that could reduce the potential for catastrophic wildfire starting or spreading through the Property. Rezoning the Property will preserve views within its boundaries and along priority corridors adjacent or through its boundary. Its continuity with Forest Service trails and resources will further enhance the opportunities of these combined properties. Eight existing multi-use trails pass through the Natural Area. These trails provide a chance to walk and bicycle for recreation and transportation. The presence of natural resources will enhance the surrounding neighborhoods and business park by protecting a marketable characteristic while providing mental and physical health opportunities for the community.

The allocation of 10 acres for the construction of the Veteran's home is part of the business park setting and will bring in patients throughout the region, providing a potential economic advantage. The preservation of McMillan Mesa Natural Area as Public Open Space offers the community with recreational opportunities that support physical and mental health. McMillan Mesa provides healthy opportunities to get outside for neighborhood and business parks alike, including Switzer Mesa, McMillan Mesa Village, Stone Ridge, Hospital Hill, the USGS and NACET Business Park, Shadow Mountain, Grandview Homes, and Sunnyside. Subsequently, the rezoning of this Property provides low-income residents with a direct connection to the natural environment. It helps achieve environmental justice, providing access to natural settings that allow better health, environment, and equitable access. People living in walkable neighborhoods get about 35–45 more minutes of moderate-intensity physical activity per week and are substantially less likely to be overweight. Transportation and land use will also be supported by prioritizing walking and biking to support public health. Rezoning the Property supports economic prosperity and recreation by enhancing recreation and outdoor opportunities and accommodating increased use.

The McMillan Mesa Natural Area is expected to have no impact on water demand, water capacity, wastewater demand, or wastewater capacity. While the Natural Area is not likely to create any downstream stormwater impacts, opportunities for mitigation exist to help with stormwater runoff.

Public Benefits:

- The McMillan Mesa Natural Area will preserve views within its boundaries and along priority corridors adjacent to the area. These views are meaningful to the character of the Flagstaff community and are essential to maintaining tourism and promoting economic benefits.
- Due to its location, it provides numerous neighborhoods with access to exercise opportunities and a healthy outdoor setting, both important components that are shown to improve the health of communities.
- McMillan Mesa's urban location and proximity to educational institutions make it a good fit for the biological studies of species, environmental investigations, and opportunities to visit the Property to learn about land management and urban planning. Coconino High School is within proximity to the northeast, BASIS Flagstaff Charter School to the east, and the Montessori Charter School of Flagstaff to the south. Also within walking distance is the Peak School, Killip Elementary School, and Pine Forest Charter School. The natural area and provides excellent chances for outdoor education.
- Several trails bisect the Natural Area. Trails can act as a firebreak, causing a gap in the vegetation to act as a barrier to slow or stop wildfire's progress and could hopefully reduce the size of a wildfire. General goals include maximizing the health of the Natural Area through the implementation of thinning and broadcast burning operations. Properly maintained trails could be useful to conducting fire operations and could offset the cost of completing work.
- City Strategic Plan Goals Supported by Rezoning:
    - 1.2, 2.2, 3.2, 4.1, 4.2, and 4.4.
- CAAP Goals Supported by Rezoning:
    - Protect existing forests, resources, and meaningful open spaces.
    - Support proactive engagement with the community.
    - Protect natural area and ecosystems services that are most vulnerable to the impacts of increased visitation and climate change.
    - Maintain ecosystems as dependable sources of recreation, economic prosperity, biodiverse plant, and wildlife habitat, and improve forest management through collaboration with regional partners.

Challenges presented by the preservation of the Natural Area include the City's reduced capacity for infill, reduction in the size of the business park on McMillan Mesa, and the indirect effects of the reduced motorized transportation through the Natural Area. The designation of Public Open Space on a large area central to Flagstaff further separates the east and west sides of the City and is, therefore, inconsistent with the Regional

Plan goals of promoting infill and intensification near activity centers. The open space designation also conflicts with the Regional Plan policy to protect employment land uses from encroachment.

Prior to McMillan Mesa Natural Area Major Plan Amendment in 2018, the Flagstaff 2030 Regional Plan designated portions of the City parcels on the Mesa north of Forest Avenue as "Employment," southwest as "Future Suburban," and areas outside of Buffalo Park as "Area in White" – a designation that does not bind those parcels to any specific use. These designations allow associated land uses that included employment expansion, surban home expansion, and other development. When Proposition 413 passed, and following the McMillan Mesa Natural Area Major Plan Amendment in 2018, associated uses and the transportation network changed. The major plan amendment reduced the "Area in white", decreased the Suburban area, and increased the city-wide areas of Parks/Open Space. The reduction in Employment/Special District area type, which is designated for research, office, business park, industrial and employment-generating uses, is approximately 23 acres.

Transportation networks were also identified before the approval of the passing of Proposition 413. The Road Network Illustration in the Regional Plan showed a future road connection from the south. An "Access" road that would have connected Ponderosa Parkway and Gemini, though there was no anticipated timeline on when it may have been constructed. As a result of not constructing the future "Access" road between Ponderosa Parkway and Gemini, vehicle trips on Switzer Canyon, Pine Cliff, Turquoise, and 4th Street may receive more vehicle traffic than predicted. This change is expected to increase vehicle travel distances, cut-through traffic in neighborhoods, and affect emergency response times.

Public Challenges:

- The Open Space designation conflicts with the Regional Plan policy to protect employment and uses from encroachment.
- As a result of not constructing the future "Access" road between Ponderosa Parkway and Gemini, vehicle trips on Switzer Canyon, Pine Cliff, Turquoise, and 4th Street may receive more vehicle traffic than predicted in the Regional Plan Development Scenarios Analysis. This may also have an impact on response times for nearby neighborhoods. Fire Station #2 is located on Ponderosa Parkway below the edge of the Mesa. To access properties to the north, engines will have to route around the Natural Area, which will add time to responses.

These changes are not expected to be detrimental to the public interest (health, safety, convenience, welfare) and support other important community initiatives, such as City strategic plan goals and the Climate Action and Adaptation Plan (CAAP).

Access to the Natural Area and surrounding Open Space properties are provided by Cedar Avenue to the east and northwest and Pine Cliff Drive by way of Turquoise to the south and southwest. Gemini will provide ingress and egress to the Veteran's Home. The Natural Area will generate fewer trips from the site of this plan amendment than the original land use predictions. The exact modeling of trips for the Veteran's home will be completed by the State and may be reviewed by the City. The proposed McMillan Mesa Natural Area is expected to have no impact on water demand, water capacity, wastewater demand, or wastewater capacity.

Property Suitability Analysis

There is good access to the Natural Area provided by Cedar Avenue to the East and northwest and Pine Cliff Drive by way of Turquoise to the south and southwest. NAIPTA bus service Route 2 (Blue) is provided on Cedar Avenue at the eastern intersection with Gemini and through a school diversion along Gemini for school start and release times. FUTS trails allow for bicycle and pedestrian access from Ponderosa Parkway, Cedar Avenue, and Buffalo Park. FUTS trails also circulate recreational traffic through Natural Area and Buffalo Park. These trails provide recreation access to the Dry Lake Hills and Mt. Elden on the Coconino National Forest.

Preservation of the Natural Area provides the community an opportunity to expand the protection and restoration of a montane grassland, an at-risk ecosystem type in the Flagstaff area. The Buffalo Park/McMillan Mesa Natural Area complex will preserve views within its boundaries and along priority corridors adjacent or through its boundary.

McMillan Mesa provides access for passive recreation, education opportunities, and escape from urbanized settings. The Natural Area will preserve natural and cultural resources such as:

- Steep slopes, rocky outcrops and escarpment, and forest resources on the eastern side of the Property,
- Special status (rare) plant species,
- Sensitive wildlife species,
- The viewshed corridor and Great Street designation along Cedar Avenue,
- Passive recreation opportunities throughout the Natural Area and on adjacent open space properties,
- Several cultural and archeological resources on the eastern slopes of the Mesa, and
- Historic resources, including the Beale Wagon Road.

The Property is an important habitat for wildlife and provides the community with wildlife viewing opportunities. The Montane grassland habitat is known for supporting small mammals and is particularly important in providing prey animal populations that support sensitive and threatened birds of prey, such as the Mexican Spotted Owl and Northern Goshawks. The Natural Area provides habitat for mule deer and other species of wildlife. Prairie dog colonies within the plan amendment boundary have been mapped on the north side of Cedar Avenue, south of the USGS, and along the north side of the Natural Area near Coconino High School. Prairie dogs likely exist throughout the properties as their colony size and extent follows population boom and bust cycles.

McMillan Mesa Natural Area Zoning Map Amendments PZ-20-00063

PART 1 – GENERAL REQUIREMENTS

I.7 Neighborhood Meetings Plan

A plan for conducting the neighborhood meetings in compliance with Zoning Code Sections 10-20.30.060 and 10-20.30.070 is addressed below. This plan includes the following information:

- Property owners, citizens, jurisdictions, and public agencies within 300 feet of the area affected by the application, Homeowners Associations and Neighborhood Associations within 1,000 feet of the subject property, and the Registry of Interested persons or groups;
- Proposed notification methods for persons and organizations identified;
- Form, structure, and agenda of the meeting;
- Opportunities for those particularly affected parties to discuss and provide input on the applicant's proposal;
- Location, date, and time of the neighborhood meeting;
- Methods to keep the Planning Director informed of the status and results of the neighborhood meeting.

Meeting Purpose and Plan

In accordance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, the applicant will be holding two neighborhood meetings as part of its citizen participation efforts. Pursuant to direction from City Staff, the neighborhood meetings will be virtual and will be held on Zoom due to the Covid-19 pandemic.

Plan Purpose:

- Public Participation Meetings will provide a clear and comprehensive summary of all public participation opportunities and notification procedures required for the McMillan Mesa Zoning Amendment.

Meeting Purpose:

- Provide early and effective citizen participation in conjunction with the zoning map amendment to allow citizens time to understand any real or perceived impacts the application may have on the community;
- Ensure that the citizens and property owners have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process and;
- Facilitate ongoing communication with the community and potentially affected citizens and adjacent property owners.

Parties to be notified:

- The applicant will reach out to neighboring property owners and residences within 300 feet and Neighborhood Associations and HOAs within 1,000 feet of the area to be rezoned, and individuals on the Registry of Interested persons or groups. Staff has attached a list of all the properties within this identified area in the complete application called: "Property Owner/HOA Notification List." The City of Flagstaff GIS Department generated these lists on October 26th, 2020. The list includes owners and nonowners mailing lists at a minimum of within 300 feet of the proposed rezoning proposal and a list of HOAs at a minimum of 1,000 ft of the proposed rezoning proposal. Maps are included in the submitted data demonstrating the area covered and include buffers beyond the required distance.

Notification Methods:

- The applicant is proposing to mail (via first-class mail of the United States Post Office) the attached Neighborhood Meeting Notice "letter to Community" to all parties described above who are required to be noticed. The letter will invite these parties to neighborhood meetings on Zoom. The letter providing the Zoom meeting link will be sent by first-class mail no later than 15 days prior to the meeting. A sign that will be at least 4' x 4' in size will be installed on the property near the intersection of E Cedar Ave. and N Gemini Rd on the NE corner in the public right of way at least ten days before the first neighborhood meeting. The sign will set forth the purpose, time, date, and place of the meeting. The attached Neighborhood Meeting Sign document "Sign Posting" includes the sign content. The lettering size and design will use Public Hearing sign design standards since the community is used to seeing. The sign shall have a white background with black lettering, with a minimum 2" title text and minimum 1" letter size. The sign shall be securely fastened to metal stakes. It will be made of laminated coroplast, laminated plywood, or other suitable construction material. The sign's height shall be at least four feet from the finished grade to the top of the sign and shall not be obstructed from view.

Neighborhood Meeting Form, Structure, and Agenda Detail

- The meeting will begin with a presentation (draft included in submitted material) from the applicant's team. It will be followed by a question and answer session with participants during which the applicant will attempt to address any concerns. The applicant's proposed plan will be displayed during the presentation. Robert Wallace, Open Space Specialist, and Open Space Commission Members will make the presentation. There will be several talking points (draft included in submitted material) to cover during the meeting. The applicant will also establish communication guidelines at the beginning of the meeting and will reiterate them throughout as needed. At the beginning of the meeting, the applicant's representative will ask all attendees to provide their names and address in the chatbox to record their attendance at the meeting. At the beginning of the meeting, the applicant's project representative will inform the attendees that attendees will have the ability to use the chat function to ask questions respectfully and make comments, and in doing so, to respect the opinions of all attendees. The questions and comments will be addressed during the question and answer session following the presentation. Additionally, the attendees will be notified that they will have the opportunity to verbally provide questions, and input during the question and answer session of the meeting. They will be informed that they will have 3 minutes to speak, and they will be notified when their 3 minutes are up, and only one person will be allowed to talk at a time. They will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.
- Presentation and Display of rezoning request: the presentation to the attendees will describe the rezoning request, including the area to be rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the rezoning request, the potential improvements that will be made to the area, and any other relevant information. Open Space Commissioners will assist with the presentation and provide input and comments as necessary. Open Space Commissioners will monitor the chat during the presentation. During the presentation, the applicant will also show the proposed Natural Area on the screen so the neighbors can get a full understanding of the site layout and the proposed use subject to the rezoning.
- Discussion with Attendees: The attendees will be muted during the presentation. However, while one member of the applicant's team is speaking, the other members will be monitoring the chatbox to coordinate with attendees who communicate in writing during the meeting. Once the presentation is made, the applicant and his representatives will open the meeting to the attendees for verbal discussion. As stated above, attendees will have at least 3 minutes to speak. They will begin by answering any questions or responding to comments that attendees wrote in the chatbox during the presentation. The

attendees will then be asked if they have additional comments or questions, and the meeting will be opened to verbal discussion. The purpose of this part of the meeting is for the applicant and representatives to engage in dialogue to attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

- Additional opportunities for those potentially affected parties to discuss and provide input on the applicant's proposal: The applicant will continue to make themselves available throughout the rezoning process to answer and address questions and concerns via email. It is noted that the applicant's contact information is clearly set forth on the proposed meeting notice to make for easy ongoing communications with the community. The applicant will address and attempt to resolve any concerns expressed by members of the community throughout the rezone process either through email, by phone, or in-person meetings that are specifically requested or arranged. Furthermore, the public will have the opportunity to comment via the Flagstaff Community Forum (draft included in submitted material) during the 60-day comment period. Comments will be accepted through the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum). The community forum will include a map of rezoning request, a description of the rezoning request, including the area to be rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the rezoning request, the potential improvements that will be made to the area, and any other relevant information. Participants will have the opportunity to provide written comments. Frequently asked questions and comments will be summarized and posted to the Community Forum results page.
- Following the neighborhood meetings, Community Forum, and efforts described above, the applicant will submit to the Planning Development Manager assigned to this rezoning case—Genevieve Pearthree—a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff, and the City Planning Director informed of the status.
- The Neighborhood Meeting Record of Proceedings will include details of techniques the applicant used to involve the public, including 1) Dates and location(s) of neighborhood meetings; 2) Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries; 3) A copy of the mailing list; 4) The number and names of people that participated in the process based on the sign-in sheet for the meeting and Community Forum report, and 5) A dated photograph of the sign installed. The report will also include a summary of concerns, issues, and problems expressed during the neighborhood meeting, including the substance of the concerns, issues, problems, and the applicant's response to the comments received at the public meeting. The applicant's responses will be included in the appropriate documents(s) and included in the Neighborhood Meeting Record of Proceedings to the Planning Development Manager. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.

Neighborhood Meeting Plan Steps:

- Create a press release that sets forth the purpose and substance of the proposed application and the time, date, and place of the neighborhood meeting (Release date: November 20th, 2020);
- Schedule meetings after the pre-application review meeting with the Planning Development Manager. All neighborhood meeting requirements must be met before Staff can approve the Zoning Map Amendment, and the public hearing can be scheduled before the Planning & Zoning Commission.
- Submit a copy of the notice to the Planning Development Manager.
- Identify property owners and residents within 300 feet and Neighborhood Associations and HOAs within 1,000 feet of the area to be rezoned, and individuals on the Registry of Interested persons or groups.

- Notify the individuals listed in the bullet point above of the 60-day comment period and meetings by first class mail (Mailing date: November 20th, 2020).
- Post the site with one sign November 20th, 2020) that is at least four feet by four feet in area on the property in a location or locations clearly visible from a public right-of-way to adjacent residents setting forth the purpose, time, date, and place of the neighborhood meeting, with an attached information tube containing copies of the meeting notice. This sign shall be installed a minimum of 10 days prior to the neighborhood meeting.
- Notification of the general public will take several forms:
    - A press release to communicate the virtual meetings and the 60-day comment period will be released.
    - Notification of the Open Space program email list prior to all meetings.
    - Notification on the Open Space Program Facebook page prior to all meetings.
    - Flyers for the open house on community bulletin boards around town.
    - Legal notice for a public hearing.
    - Notification by first class mail all parties required to be notified, as discussed previously in this document.
- Use drafted meeting agendas.
    - Meeting Agenda
        - Provide a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413 and the Regional Plan Amendment in response to Proposition 413.
        - Provide a summary of the McMillan Mesa Natural Area Rezone Application to allow citizens time to understand any real or perceived impacts the application may have on the community.
        - Facilitate a discussion to answer questions and receive comments on the McMillan Mesa Natural Area Rezone Application.
- Open the 60-day comment period two weeks prior to the first meeting (November 20th, 2020). Comments will be accepted through the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum). Frequently asked questions and comments will be summarized and posted to the Community Forum results page.
- Hold meetings:
    - Virtual Meetings
        - Meeting 1:
            - Form:
                - Zoom Meeting Platform
            - Structure:
                - Presentation followed by question and comment period.
            - Date and Time:
                - December 14th, 2020 5-7 PM.
            - Agenda:
                - Provide a short presentation on the history of McMillan Mesa Natural Area as it relates to Proposition 413.
                - Provide a summary of the McMillan Mesa Natural Area Rezone Application to allow citizens time to understand any real or perceived impacts the application may have on the community.
                - Facilitate a discussion to answer questions and receive comments on the McMillan Mesa Natural Area Rezone Application.
                - Strategies: Provide time for questions during the meeting.
                - Provide time for comments during the meeting.

        - Provide an option to write in a comment via the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum).
        - Minutes from the meeting will be posted on the Open Spaces Commission's website.
    - Meeting 2:
        - Form:
            - Zoom Meeting Platform
        - Structure:
            - Presentation followed by question and comment period.
        - Date and Time:
            - Wednesday, January 13th, 2021 5-7 PM.
        - Agenda:
            - Provide a short presentation on the history of McMillan Mesa Natural Area as it relates to Proposition 413.
            - Provide a summary of the McMillan Mesa Natural Area Rezone Application to allow citizens time to understand any real or perceived impacts the application may have on the community.
            - Discuss any changes made in response to feedback from the first neighborhood meeting.
            - Facilitate a discussion to answer questions and receive comments on the McMillan Mesa Natural Area Rezone Application.
        - Strategies:
            - Provide time for questions during the meeting.
            - Provide time for comments during the meeting.
            - Provide an option to write in a comment via the Flagstaff Community Forum (https://www.opentownhall.com/portals/227/forum).
            - Minutes from the meeting will be posted on the Open Spaces Commission's website.
- Meeting 1 will be held virtually as a round table discussion that allows attendees to provide comments and ask questions.
- Meeting 2 will be held virtually as a round table discussion that allows attendees to provide comments and ask questions.
- Draft and send via electronic communication a summary of concerns, issues, problems expressed during the meetings and an overview of the responses given by City staff.

Record of Proceedings:

- A frequently asked questions and comments summary of the meetings will be submitted to the Director. The report will include:
    - Documentation that the meeting was noticed and conducted in compliance with requirements.
    - A list of techniques used to involve the public (including: dates and locations of neighborhood meetings or virtual meetings; a copy of letter, dates and numbers of mailings, a copy of the flyers distributed, dates and times of Facebook posts, a copy of the press releases, and dates and times of email notifications, mailing list, meeting sign in lists (for physical meetings), a dated photograph of the sign installed.
    - A summary of concerns, issues, and problems expressed during the meetings, and a summary of the responses given by City staff.
    - A copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.

Meeting Schedule:

- **Meeting 1: Virtual**
  - Location: Zoom meeting
  - Date: Monday, December 14th, 2020
  - Time: 5-7 pm, 2 hours
- **Meeting 2: Virtual**
  - Location: Zoom meeting
  - Date: Wednesday, January 13th, 2021
  - Time: 5-7 pm, 2 hours

Methods to Keep the Director Informed:

- The Director will be notified immediately if there is any change in the location, date, or format of the meetings.
- The results will be provided in a Record of Proceedings, as provided by City Title 11-10.10.020.

Evidence of Plan Approval

X_____

Signature and date of Director

City of Flagstaff

November 20th, 2020

Dear Neighbor,

The purpose of this letter is to inform you that the City of Flagstaff's Open Space Program proposes to file for a Zoning Map Amendment for the McMillan Mesa Natural Area (to view a map visit: https://flagstaff.az.gov/4169/McMillian-Mesa), application number: PZ-20-00063. The application intends to change the existing Public Facilities and Rural Residential Zoning to Public Open Space Zoning for passive recreation and preservation. On November 8th, 2016, Flagstaff voters voted in favor of Proposition 413 – Campaign for a Greater Buffalo Park. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The City Council approved the McMillan Mesa Natural Area major plan amendment (Resolution Number 2018-50) on Tuesday, October 16th, 2018. The next step is to amend the existing zoning of the McMillan Mesa Natural Area from Public Facilities and Rural Residential Zoning to Public Open Space.

To provide interested community members an opportunity to review the proposal and ask questions of staff, two meetings will take place.

Meeting 1: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/83705245335?pwd=OUZFdG5sWmR1SzBPR0NYNTc1emtSQT09
- **QR Code:**
- **Date/Time:** Monday, December 14th, 2020. 5-7 pm, 2 hours.

Meeting 2: City of Flagstaff Open Space Commission Virtual Meeting: Staff will present the draft amendment at a regular meeting of the Open Space Commission

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09
- **QR Code:**
- **Date/Time:** Wednesday, January 13th, 2021. 5-7 pm, 2 hours.

Each meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback, and ask questions about the Zoning Map Amendment application.

If you cannot attend, you may also submit comments through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021. If you currently do not reside at this address, please notify tenants about this public participation opportunity.

If you have any questions, staff are happy to discuss them with you. You may contact Robert Wallace, Open Space Specialist at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the Planning Development Manager assigned to this case, with any questions about the Zoning Map Amendment process. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

As an interested party, property owner, resident, or HOA within the vicinity of this request, we greatly appreciate your input. Thank you for your attention to this letter.

Sincerely,

Robert D. Wallace

Robert Wallace | Open Space Specialist
City of Flagstaff Sustainability Section
Robert.Wallace@flagstaffaz.gov | 928.213.2154

City of Flagstaff

Media Advisory
Nov. 20, 2020
For Immediate Release

City seeks input on McMillan Mesa Natural Area rezone amendment application

FLAGSTAFF, Ariz– Proposition 413 (Campaign for a Greater Buffalo Park) was passed by Flagstaff voters in 2016. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The land affected by Proposition 413 is currently zoned as Public Facilities and Rural Residential. The City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment in 2018, the next step is to amend the existing zoning of the area Public Facilities and Rural Residential Zoning to Public Open Space.

To complete the Zoning Amendment application, the city is holding two community virtual meetings and a 60-day comment period to provide citizens the opportunity to review and comment on the application, to ensure citizens and property owners have an adequate opportunity to learn about application that may affect them and to facilitate ongoing communication with the community to resolve concerns.

Community meetings are on the following dates:

Meeting 1: Community Virtual Meeting

- Location: Zoom Meeting Platform: https://us02web.zoom.us/j/83705245335?pwd=OUZFdG5sWmR1SzBPR0NYNTc1emtSQT09
- QR Code:
- Date: Dec. 14, 2020.
- Time: 5-7 p.m.

Meeting 2: Community Virtual Meeting

- Zoom Meeting Platform: https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09

City of Flagstaff • 211 W. Aspen Avenue • Flagstaff, AZ 86001 • 928-213-2000 • www.flagstaff.az.gov
Jessica Drum, Public Affairs Director • 928-213-2061 • jdrum@flagstaffaz.gov

- QR Code:
- Date: Jan. 13, 2021
- Time: 5-7 p.m.

Each meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback, and ask questions about the Zoning Map Amendment application. Comments will also be accepted through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021.

If you have any questions about the McMillan Mesa Natural Area Rezoning Application or the upcoming public meetings, please contact Robert Wallace at 928-213-2154 or robert.wallace@flagstaffaz.gov. Please contact Genevieve Pearthree, Planning Development Manager, at gpearthree@flagstaffaz.gov or 928-213-2603 for questions about the Zoning Map Amendment application process.

###

Newsletter Content Community Notifications

Newsletter Notification Content 1:

City seeks input on McMillan Mesa Natural Area rezone amendment application

FLAGSTAFF, Arizona– Proposition 413 (Campaign for a Greater Buffalo Park) was passed by Flagstaff voters in 2016. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The land affected by Proposition 413 is currently zoned as Public Facilities and Rural Residential. The City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment in 2018, and the next step is to amend the existing zoning of the area Public Facilities and Rural Residential Zoning to Public Open Space.

To complete the Zoning Amendment application, the city is holding two community virtual meetings and a 60-day comment period to provide citizens the opportunity to ask about and comment on the application, and to facilitate ongoing communication with the community to resolve concerns.

Meeting 1: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/83705245335?pwd=OUZFdG5sWmR1SzBPR0NYNTc1emtSQT09
- **QR Code:**
- **Date/Time:** Monday, December 14th, 2020. 5-7 pm, 2 hours.

Meeting 2: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09
- **QR Code:**
- **Date/Time:** Wednesday, January 13th, 2021. 5-7 pm, 2 hours.

Each meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback, and ask questions about the Zoning Map Amendment application.

If you cannot attend, you may also submit comments through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021.

If you have any questions, staff are happy to discuss them with you. You may contact Robert Wallace, Open Space Specialist at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the Planning Development Manager assigned to this case, with any questions about the Zoning Map Amendment process. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

As an interested community member, we greatly appreciate your input. Please feel free to share this opportunity with others, so they may have the opportunity to participate.

Vicinity Map : McMillan Mesa Natural Area

Newsletter Notification Content 2:

City seeks input on McMillan Mesa Natural Area rezone amendment application

FLAGSTAFF, Arizona– Proposition 413 (Campaign for a Greater Buffalo Park) was passed by Flagstaff voters in 2016. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. The land affected by Proposition 413 is currently zoned as Public Facilities and Rural Residential. The City Council directed staff to amend the Zoning Code to reflect the outcomes of Proposition 413. The City Council approved the McMillan Mesa Natural Area major plan amendment in 2018, and the next step is to amend the existing zoning of the area Public Facilities and Rural Residential Zoning to Public Open Space.

A second and final meeting to provide interested community members the opportunity to ask questions about the proposal and provide comments will take place on January 13th.

Meeting: Community Virtual Meeting

- **Location:** Zoom Meeting Platform.
- **Link:** https://us02web.zoom.us/j/81886607204?pwd=NzZQRmZiYmlFUzlESzlGa09zU0ZKZz09
- **QR Code:**
- **Date/Time:** Wednesday, January 13th, 2021. 5-7 pm, 2 hours.

This meeting will begin with a short presentation on McMillan Mesa Natural Area's history as it relates to Proposition 413, to be followed by the opportunity to provide feedback and ask questions about the Zoning Map Amendment application.

If you cannot attend, you may also submit comments through the Flagstaff Community Forum (https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum) from December 1st, 2020 – January 31st, 2021.

If you have any questions, staff are happy to discuss them with you. You may contact Robert Wallace, Open Space Specialist, at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the Planning Development Manager assigned to this case, with any questions about the Zoning Map Amendment process. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

Vicinity Map : McMillan Mesa Natural Area

Posted on November 20th, 2020

McMillan Mesa Natural Area Neighborhood Meeting Publicity and Record Documentation PZ-20-00063

Neighborhood Meeting 1: December 14th, 2020, 5-7 PM, Virtual Meeting – Zoom Platform

1) Neighborhood Meeting Notice sign posted at Gemini & Cedar on the McMillan Mesa Natural Area on November 19th, 2020 (attachment)
2) Press release sent out on November 20th, 2020 (attachment)
3) Letter to community sent out on November 20th, 2020 (attachment)
4) Mail listing for community letter (attachment)
5) Flagstaff Community Forum went live on November 20th, 2020
   a) https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum
6) E-mail notification sent out December 2nd, 2020 (attachment)
7) E-mail notification list (attachment)
8) Flyer hung in various locations around Flagstaff community week prior to meeting
   a) https://www.canva.com/design/DAENVktdZIU/xOJjcD-h2vNgvmO9ZjZRqg/view?utm_content=DAENVktdZIU&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
9) Sustainability December newsletter notice.
10) Sustainability Facebook event released for the 12/14/20 meeting
   a) https://www.canva.com/design/DAENs5UTfWI/ekhLdKUwAtPO7plMmuiUYA/watch?utm_content=DAENs5UTfWI&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
      i) https://www.facebook.com/FlagstaffSustainabilityProgram/
11) Sustainability Facebook post "Save the Date" for the 12/14/20 meeting
   a) https://www.canva.com/design/DAENtRNvrHQ/xyLa4MpaKIoXNlHIR-FE1Q/view?utm_content=DAENtRNvrHQ&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
      i) https://www.facebook.com/FlagstaffSustainabilityProgram/
12) Sustainability Facebook post for the 12/14/20 meeting itself (again directing people to the event) posted the week of the event (12/07/2020).
   a) https://www.canva.com/design/DAENtQq8Xaw/_QBADMM__9PE9f4Wzdq2VA/view?utm_content=DAENtQq8Xaw&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
      i) https://www.facebook.com/FlagstaffSustainabilityProgram/
13) Meeting 1 held on December 14th 2020.
   a) This meeting records:
      (1) A record of attendees
      (2) A summary of concerns, issues, and problems expressed during the meetings, and a summary of the responses given by City staff (attachment)

Neighborhood Meeting 2: January 13th, 2021, 5-7 PM, Virtual Meeting – Zoom Platform

1) Neighborhood Meeting Notice sign posted at Gemini & Cedar on the McMillan Mesa Natural Area on November 19th, 2020 (attachment)
2) Press release sent out on November 20th, 2020 (attachment)
3) Letter to community sent out on November 20th, 2020 (attachment)
4) Mail listing for community letter (attachment)
5) Flagstaff Community Forum went live on November 20th, 2020
   a) https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum
6) E-mail notification sent out January 6th, 2021 (attachment)
7) E-mail notification list (attachment)
8) Flyer hung in various locations around Flagstaff community week prior to meeting #1

9) Sustainability January newsletter notice.
10) Facebook event for the 1/13/21 meeting released on 12/27/2020.
    a) https://www.canva.com/design/DAENtCuo874/ioD2HiRwQk5UzcYz8HNi1g/watch?utm_content=DAENtCuo874&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
        i) https://www.facebook.com/FlagstaffSustainabilityProgram/
11) Facebook post "Save the Date" for the 1/13/21 mtg (directing people to the event)- released on 12/27/2020.
    a) https://www.canva.com/design/DAENtagURUw/En6uaej_CaILxMy6uAJ6EQ/view?utm_content=DAENtagURUw&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
        i) https://www.facebook.com/FlagstaffSustainabilityProgram/
12) Facebook post for the 1/13/21 mtg (again directing people to the Facebook event)- released on 1/4/21.
    a) https://www.canva.com/design/DAENtd3xpSQ/SFOos7uJN3Pxp4PeMMATXQ/view?utm_content=DAENtd3xpSQ&utm_campaign=designshare&utm_medium=link&utm_source=homepage_design_menu
        i) https://www.facebook.com/FlagstaffSustainabilityProgram/
13) Meeting 2 held on January 13th. 2021.
    a) This meeting records
        (1) A record of attendees
        (2) A summary of concerns, issues, and problems expressed during the meetings, and a summary of the responses given by City staff (attachment)

Post Meeting Documented Steps:

1) Community Forum 60 - day participation opportunity, closed January 31st, 2021
    a. Closing summary was reported.
2) Attendee notification sent out to all attendees to public meetings on March 8, 2021.
3) **I.9 Neighborhood Meeting Record of Proceedings Check List Documentation**
    1. Certification that the meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060.
        a. The certification letter is included on Page 15 of the document called, "I.1 & I.3_Zoning Map Amendment Checklist_PZ-20-00063_revised_3_8_2021" The certification letter needs the application manger Genevieve Pearthree's approval and signature.
    2. Written summary of the meetings that includes:
        a. Written summary is complete – called, "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP"
    3. Certification, on a form established by the Planning Director, that the meeting was noticed and conducted in compliance with the requirements of this section.
        a. The certification letter is included on Page 15 of the document called, "I.1 & I.3_Zoning Map Amendment Checklist_PZ-20-00063_revised_3_8_2021" The certification letter needs the application manger Genevieve Pearthree's approval and signature.
    4. Details of techniques the applicant used to involve the public, including:
        a. Dates and location(s) of neighborhood meetings;
            i. Documentation included in "NeighborhoodMeetingComplianceRequirementReport_PZ_20_00063".
            ii. Documentation included in "Presentation_Neighborhood Meetings_PZ_20_00063".
            iii. Documentation included in "Community Meetings Talking Points Structure Forum PZ-20-00063".
            iv. Documentation included in "Community Forum 60 day Comment Period Report_PZ-20-00063".
        b. Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries;

i. Documentation included in "NeighborhoodMeetingComplianceRequirementReport_PZ_20_00063".
ii. Documentation included in "Flagstaff Neighborhood Meeting Email Notifications_PZ_20_00063".
iii. Documentation included in "I.8 Neighborhood meeting letter to community_PZ_20_00063".
iv. Documentation included in "I.8 Public Press Release_PZ_20_00063".
v. Documentation included in "Newsletter Content_PZ_20_00063".

c. A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located;
i. Documentation included in "E-mail notification list_PZ_20_00063"
ii. Documentation included in "HOAs1000ft_MMSA_Map_PZ_20_00063".
iii. Documentation included in "MMSAMailingLists_PZ_20_00063".
iv. Documentation included in "ResidentsOwners300ft_MMSA_Map_PZ_20_00063".

d. The number and names of people that participated in the process based on the sign-in sheet for the meeting; and
i. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP".

e. A dated photograph of the sign installed.
i. Documentation included in "Neighborhood Meeting Sign Posting_MM_11_20_20_PZ_20_00063".

5. A summary of concerns, issues, and problems expressed during the neighborhood meeting, including:
a. The substance of the concerns, issues, and problems; and
i. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP".

b. The applicant's response to the comments received at the public meeting. The applicant's responses shall be included on the site plan, illustrative plan, other planning documents(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.
i. Documentation included in "Community Forum 60 day Comment Period Report_PZ-20-00063".
ii. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP

6. The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.
i. Documentation included in "McMillan Mesa Rezone Neighborhood Meetings Summary_PZ_20_00063_editedGP".

Neighborhood Meeting Certification

I, Robert Wallace, the authorized representative of McMillan Mesa Natural Area Zoning Map Amendment, do hereby attest that the neighborhood meeting for Project No. PZ-20-00063 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code and included the following:

- ☑ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 11/06/2020 and accepted by the City of Flagstaff on 11/25/2020.
- ☑ A list of property owners within 300/1,000 feet of the subject property boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☑ Notices of the neighborhood meeting were sent via first class mail on 11/20/2020 to all property owners within 300/1,000 feet of the subject property boundaries, to all tenants residing on the subject property, to all Homeowners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☑ A total of 1 neighborhood meeting notification sign(s) were installed on 11/20/2020 at the following location(s):
  - NE corner of E Cedar Ave. and N. Gemini Rd. Flagstaff, AZ
  -
  -
- ☑ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 3/08/2021.
- ☑ Copies of the Citizen Participation Report were sent via first class mail on 03/08/2021 to all persons who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant:

Robert Wallace

Signature:

Robert Wallace Digitally signed by Robert Wallace
Date: 2021.08.23 11:24:45 -07'00'

City of Flagstaff McMillan Mesa Natural Area Rezone

Neighborhood Meetings and Public Comment Summary

Neighborhood Meeting Session 1
December 14, 2020 | 5:00 PM – 7:00 PM
Virtual Meeting (Zoom)

This meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060.

22 Attendees

- Andy Bessler; 1255 N. Hemlock Way, Flagstaff AZ 86001
- Bryan Burton; 686 W. Old Territory Trail, Flagstaff AZ 86005
- Lisa Clark; 2724 E. Lewis Dr., Flagstaff AZ 86004
- Steve Finch; PO Box 30622, Flagstaff AZ 86003
- Lisa Gabaldon; 3601 N. Paradise Rd., Flagstaff AZ 86004
- Chris Gunn; 303 E. David Dr., Flagstaff AZ 86001
- Lori Hare; 426 W. Juniper Ave., Flagstaff AZ 86001
- Anna Hoffman; 1600 E. Rt. 66, Flagstaff AZ 86001
- Kara Kelty; 1175 N. Hemlock Way, Flagstaff AZ 86001
- Paul Kulpinski; 1515 E. Cedar Ave., Suite D-1, Flagstaff AZ 86004
- Karen Malis-Clark; 63 W. Pine Ave., Flagstaff AZ 86001
- Craig and Christi McMurray; 1155 N. Hemlock Way, Flagstaff AZ 86001
- Genevieve Pearthree; 211 W. Aspen Ave., Flagstaff AZ 86001
- Barbara Phillips; 1603 N. Sunset Dr., Flagstaff AZ 86001
- Rebecca Sayers; 211 W. Aspen Ave., Flagstaff AZ 86001
- Deborah Soltesz; 8815 N. Lunar Dr., Flagstaff AZ 86004
- Dennis Sperle; 3372 N. Estates St., Flagstaff AZ 86001
- Sylvia Struss; 2603 E. Elder Dr., Flagstaff AZ 86004
- Ian Torrence; 863 N. Pinecliff Dr., Flagstaff AZ 86001
- Robert Wallace; 4410 S. Lance Rd., Flagstaff AZ 86005
- Wm. Michael Wilson; 3639 S. Cheryl Dr., Flagstaff AZ 86005

Meeting Summary

The purpose of this neighborhood meeting was to provide background information and get feedback from the public on the McMillan Mesa area's proposed rezoning. The area is currently a patchwork of different types of zoning. To align with Proposition 413, the City's Regional Plan, and better manage the site, the City is proposing to rezone ten parcels currently zoned Rural Residential, Public Facilities, and Research & Development to Public Open Space. Below is a summary of concerns, issues, and questions regarding clarification and process that were discussed during the meeting on December 14, 2020. Additional feedback was provided through the Community Forum; results from the 60 – day public comment period and the community forum are included in this document.

Questions

When will this application be going to City Council for approval?

- Response: There is no date set yet, as the timing will be dependent on when the application materials are completed. The Open Space Program will be posting the date on social media when it is finalized. This information will also be included in the public notice for the Planning and Zoning Commission hearing.

Is any opposition from City Council expected for the rezone?

- Response: The rezone application process was initiated with direction from Council; the public is welcome to attend the Council meeting to share their agreement/disagreement with the proposed rezone and ordinance.

What are opposing voices saying to this proposal?

- Response: Both positive and negative impacts have been considered by staff and are included in the proposed rezoning application. Proposition 413 and the proposed rezoning eliminates a possible future access road between Ponderosa Pkwy and Gemini Rd., reduces the size of the business park on McMillan Mesa, reduces the potential for a source of in-fill for the City, and would further separate the east side of town from the west side.

Is there an existing plan that includes mapping the current vegetation and treatment of invasive plants on McMillan Mesa?

- Response: There is a Legally-Designated Open Space Management Plan that was recently revised and approved by the City Council, which includes directives for managing invasive plants and vegetation. However, implementation is limited by funding availability. Plans specific to each of the main Natural Areas can be found on the Flagstaff Open Space website.

With the establishment of the Open Space, what is the possibility of cooperation with the adjacent landowners on invasive plant treatments?

- Response: With partner support, the Open Space Program has already started to connect with neighboring landowners to encourage cooperation on invasive plant management, and so far, neighbors are favorable to cooperating. The City will continue these efforts and utilize existing partnerships with organizations like the Arboretum at Flagstaff to help coordinate volunteer-based weed pulls that target invasive weeds on McMillan Mesa.

What is the current zoning of parcel 10128007F? The City zoning map shows it as Public Open Space already, but it is not included in this rezone.

- Response: The parcel in question is not owned by the City of Flagstaff. The owner's name is MMV DEVCO LLC, address: 15300 N 90th St. Number 200 Scottsdale, AZ 85260. This parcel already has Public Open Space zoning. It was set aside as part of the Switzer Mesa subdivision development, so it does not need to be rezoned. It is included as part of the McMillan Mesa Small Area Plan.

To the east of the Natural Area is mostly zoned as medium-density residential (MR), but there are some high-density zoned (HR) parcels to the south. Would it be possible to rezone those parcels?

- Response: While those areas are zoned as HR, there is currently no high-density residential development there. However, those parcels are privately owned, so they are outside of the scope of the current rezoning process.

Has there been any feedback provided from residents that back the trails and the Open Space property?

- Response: While there has been targeted outreach to these residents within the required radius of the McMillan Mesa property, there have been no comments received yet regarding the preservation of the Property. These residents will also be receiving notifications for the public hearing. All notifications for the neighborhood meeting(s), the Planning and Zoning Commission, and City Council hearings have been or will be noticed according to the requirements set forth in the City of Flagstaff Zoning Code.

Additional Feedback – Community Forum Questions

Questions asked:

1. How satisfied are you with current trailhead access and parking for the McMillan Mesa Natural Area? (main parking at Buffalo Park)
    a. Satisfied
    b. Neutral
    c. Dissatisfied
    d. Other
2. Do you support rezoning this Property to Public Open Space from Public Facilities and Rural Residential?
    a. Yes
    b. No
    c. What's a rezoning?
    d. Other
3. What concerns do you have for McMillan Mesa Natural Area?
    a. Illegal camping in the Natural Area
    b. Human/wildlife interactions
    c. Deterioration of the Natural Area due to increased use
    d. Lack of wildlife corridors to and from the Natural Area
    e. Illegal dumping and litter
    f. Other
4. Would you attend a community tour to become more familiar with the McMillan Mesa Natural Area?
    a. Yes
    b. No
    c. Other
5. If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    a. Municipal Bond
    b. An additional fee (less than $2.00) on City municipal bill (trash, water, sewer)
    c. A small increase to Flagstaff's sales tax (less than 0.1%)
    d. Small property tax increase
    e. User fees
    f. None of the above
    g. Other
6. If you had $10,000 to spend on McMillan Mesa Natural Area, how would you allocate it across the following categories? (1 dot = $1,000)
    a. Routine maintenance
    b. Maintaining existing trails
    c. Restoration of unauthorized trails
    d. Trail improvements
    e. Signage improvements
    f. Invasive plant management

    g. Other
7. Is there a preserved OS property within 15-minute walk of where you live?
    a. Yes
    b. No
    c. I'm not sure
8. What neighborhood do you live in?
    a. Write response
9. Do you have additional comments you would like to share regarding McMillan Mesa Natural Area?
    a. Other

Feedback:

- Most attendees were generally satisfied with the current trailhead access and parking for McMillan Mesa, though alternate parking is sometimes required, and parking can be difficult to find when there are events.
- Attendees generally supported rezoning this Property to Public Open Space.
- Concerns for McMillan Mesa Natural Area include illegal camping, human/wildlife interactions, deterioration due to increased use, lack of wildlife corridors, illegal dumping and litter, and invasive plants.
- Attendees expressed interest in attending a community tour to become more familiar with the Natural Area.
- If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    - Municipal bond (4 agreed, 1 disagreed, 1 agreed only if the bond would apply to other Open Space areas as well)
    - An additional fee on City municipal bill (3 agreed)
    - A small increase to Flagstaff's sales tax (4 agreed)
    - Small property tax increase (4 agreed)
    - User fees (1 agreed, 2 disagreed)
    - Additional suggestions: donations, outside grants
- Most attendees would allocate $10,000 on maintenance, with some suggestions for restoration of unauthorized trails and signage in addition to invasive plant treatments.
- Most attendees have a preserved Open Space property within a 15-minute walk of where they live, with the exception of the south side of Flagstaff.
- These neighborhoods were represented:
    - Switzer Ridge/Mesa
    - Sunnyside
    - Lower Greenlaw
    - Ponderosa Trails
    - Downtown Flagstaff
    - Flagstaff Townsite
    - University Heights/Highlands
    - Grand View Homes
    - Cherry Hill
    - Hospital Hill
    - Koch Field
    - Valley Crest

Neighborhood Meeting Session 2
January 13, 2021 | 5:00 PM – 7:00 PM
Virtual Meeting (Zoom)

This meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060.

16 Attendees

- Cheryl Barlow; 219 E. Cherry Ave., Flagstaff AZ 86045
- Andy Bessler; 1255 N. Hemlock Way, Flagstaff AZ 86001
- Valarie Bryant; 1300 N. Indian Springs Lane, Flagstaff AZ 86004
- Bryan Burton; 686 W. Old Territory Trail, Flagstaff AZ 86005
- Lisa Clark; 2724 E. Lewis Dr., Flagstaff AZ 86004
- Justin Inglis; 2816 N. First St. #1, Flagstaff AZ 86004
- Michele James; P.O. Box 23462**,** Flagstaff, AZ 86002
- Robert Larkin; 115 E. Terrace Ave. Apt. 10, Flagstaff AZ 86001
- Genevieve Pearthree; 211 W. Aspen Ave., Flagstaff AZ 86001
- Rebecca Sayers; 211 W. Aspen Ave., Flagstaff AZ 86001
- April Smith; 1351 N. Pine Cliff Dr., Flagstaff AZ 86001
- Sylvia Struss; 2603 E. Elder Dr., Flagstaff AZ 86004
- Ian Torrence; 863 N. Pinecliff Dr., Flagstaff AZ 86001
- Robert Wallace; 4410 S. Lance Rd., Flagstaff AZ 86005
- Wm Michael Wilson; 3639 S. Cheryl Dr., Flagstaff AZ 86005
- Naomi Yazzie-Sloan; 219 E. Cherry Ave., Flagstaff AZ 86045

Meeting Summary

The purpose of this neighborhood meeting was to provide background information and get feedback from the public on the McMillan Mesa area's proposed rezoning. The area is currently a patchwork of different types of zoning. To align with Proposition 413, the City's Regional Plan, and better manage the site, the City is proposing to rezone ten parcels currently zoned Rural Residential, Public Facilities, and Research & Development to Public Open Space. There was only one concern specifically related to the rezone application regarding the need for it, while other concerns were related to the management of the Open Space area. Details from the January 13, 2021 meeting, including answers to process and clarification questions, are shown below. Nearly all attendees supported the proposed rezone of the McMillan Mesa area. Additional feedback was provided through the Community Forum; results from the 60 – day public comment period and the community forum are included in this document.

Questions

What areas are included in the rezone?

- Response: South of Cedar Ave. around the residential areas and north of Cedar Ave. just southwest of Buffalo Park.

What is meant by "Open Space"?

- Response: Certain open areas are identified in the City Open Space and Greenways Plan. These areas are different from parks within the City as they contain minimal infrastructure. Protecting these areas also protects the natural integrity of the area and maintains the natural character of our community. The following are the City's current, formally managed Open Space areas: Picture Canyon Natural and Cultural Preserve, McMillan Mesa Natural Area, Observatory Mesa Natural Area, and Schultz Creek Natural Area.

Have there been any efforts or initiatives to put another bridge on the lower end of Cedar by McPherson Park?

- Response: This idea was discussed by the Flagstaff Open Space and Parks and Recreation joint commissions when a potential bond measure was being crafted. The intent was to allow for the development of a loop system of trails, but there have not been any more specific discussions in the Open Space Program yet due to a lack of funding. The idea is currently tabled, though it could be brought back for review.

Is it correct to assume that this is likely to pass easily at the City Council level?

- Response: The rezoning effort was started based on City Council's direction, but with new Council members and a new Mayor in place, there are some unknowns. Regardless, there is value in participating in the process, and attendees are encouraged to comment during the Planning and Zoning Commission and City Council meetings to represent their views. If the rezone does not pass, the property management should not change due to Proposition 413, but those areas would not be zoned Public Open Space.

When will this item be on the City Council agenda?

- Response: It is not on a City Council agenda yet as the other steps (e.g., completing the application, staff review, Planning and Zoning Commission hearing, etc.) need to happen first, but those dates will be published when they are finalized.

Concerns

Rezone: What is the value in rezoning and having this public meeting if the Proposition vote already happened?

- Response: Rezoning the Property to Public Open Space solidifies these properties as open space. Public Open Space land is primarily for passive recreation. Rezoning the Property will also align with Propostion 413, the City's Regional Plan, and allow for clarity as it pertains to property management. The public can share their views with City Council during public participation. The materials provided to City Council will also include a record of proceedings from neighborhood meetings.

Open Space: Unauthorized trail use through the grasslands at the top of the mesa

- Discussion: These trails need to be formalized or closed to use and restored because of the impact on the grassland. They are mostly utilized by students, so the City should work with the school to improve the parking situation and mitigate the need to use the unauthorized trails.
- Response: These trails will be assessed by the Open Space Commission.

Open Space: While homeless encampments are an issue on McMillan Mesa, other options need to be provided to these individuals rather than just asking them to leave.

- Response: The Open Space Program works with the Flagstaff Police Department when clearing these encampments. The Police Department always provides information about other services and resources in town that can be utilized.

Additional Feedback – Community Forum Questions

Attendees were asked the same questions as in the first neighborhood meeting (See above list of questions).

Feedback:

- Attendees were generally concerned that the shared parking for McMillan Mesa and Buffalo Park is not always sufficient to handle the number of vehicles. Suggested upgrades included paving the parking lot and removing invasive elm trees.
- Attendees generally supported rezoning this Property to Public Open Space.
- Concerns for McMillan Mesa Natural Area include deterioration due to increased use, illegal dumping and litter, illegal camping, lack of wildlife corridors, human/wildlife interactions, unauthorized trails, and erosion from runoff.
- Attendees expressed interest in attending a community tour to become more familiar with the Natural Area.
- If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    - Municipal bond that would be put on a ballot (5 agreed)
    - An additional fee on City municipal bill (4 agreed)
    - A small increase to Flagstaff's sales tax (5 agreed)
    - Small property tax increase (5 agreed)
    - User fees such as a self-pay station for entrance fees (2 agreed, 2 disagreed)
    - Additional suggestions: donations, fundraising, Friends of McMillan Mesa effort possibly led by Friends of Flagstaff's Future or another Flagstaff-based non-governmental organization
- Generally, attendees agreed that funding should be focused primarily on maintenance with additional suggestions to restore unauthorized trails, implement trail improvements, signage improvements, and invasive plant control.
- Most attendees have a preserved Open Space property within a 15-minute walk of where they live, with the exception of University Heights.
- These neighborhoods were represented:
    - Country Club Estates
    - McMillan Mesa Village
    - Switzer Ridge/Mesa
    - Sunnyside
    - Lower Greenlaw
    - Ponderosa Trails
    - Downtown Flagstaff
    - Flagstaff Townsite
    - University Heights/Highlands

60 – Day Public Comment Period and Community Forum Results

Open Comment Period:
Topic Start: November 20, 2020, 8:11 PM
Topic End: February 2, 2021, 3:58 PM

This forum had:

- Attendees: 127
- Responses: 73
- Witten feedback submission: 1
- Approximate verbal comments conveyed to staff: 5

Community Forum High-Level Summary (Includes review of Community Forum survey, written comments, and verbal comments received separately from neighborhood meetings):

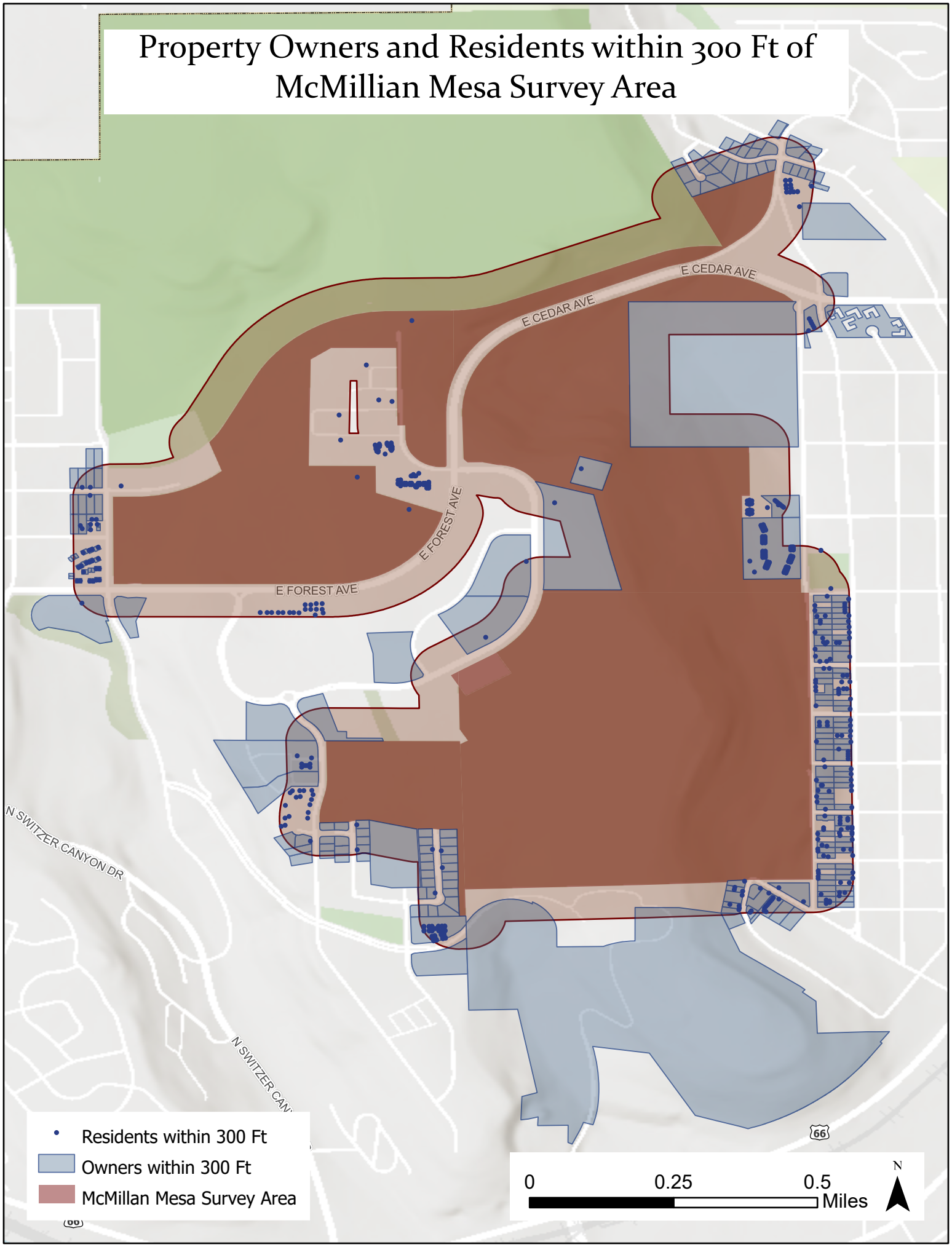
> Flagstaff Open Space received 79 responses during the public comment period. Overall, most people, approximately 84%, indicated that they support the Property rezone to Public Open Space from Public Facilities and Rural Residential. In comparison, only 8% stated that they did not support the proposed rezoning. Respondents indicated in written feedback the need for the zoning change to meet the voters' intent for the Greater Buffalo Park. Most preferred minimized or no developments or improvements to the Property, and keeping the Property natural. There were some concerns related to increased use and the deterioration of the Natural Area. Over 80% of respondents indicated support for additional funding to support McMillan Mesa Natural Area's management, with 49% specifically supporting an additional fee (less than $2.00) on City municipal bill. A detailed survey report can be viewed on The Flagstaff's Community Forum: https://www.flagstaff.az.gov/3284/Flagstaff-Community-Forum

Community Forum Specific Question Results:
Questions asked:

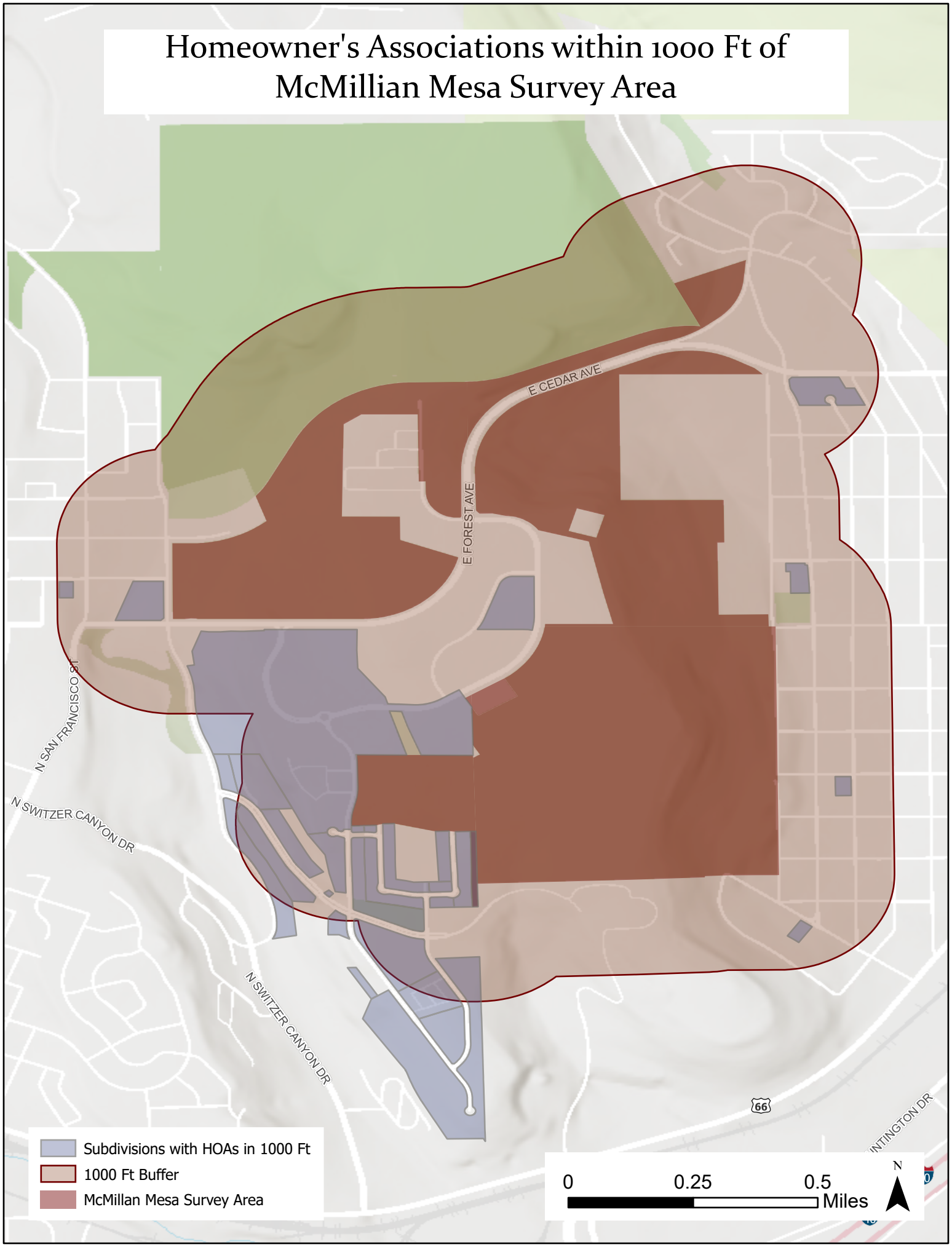
1. What might keep you from using the McMillan Mesa Natural Area? (select as many as applicable).
    a. 26.8 % Proximity to where I live
    b. 16.9 % Inadequate trailhead access points
    c. 21.1 % Not enough parking
    d. 5.6 % Unfamiliar with the area
    e. 16.9 % Other
    f. 36.6 % None
2. How satisfied are you with current trailhead access and parking for the McMillan Mesa Natural Area? (main parking at Buffalo Park)
    a. 54.9 % Satisfied
    b. 31 % Neutral
    c. 11.3 % Dissatisfied
    d. 2.8 % Other
3. Do you support rezoning this Property to Public Open Space from Public Facilities and Rural Residential?
    a. 84.7 % Yes
    b. 8.3 % No
    c. 2.8 % What's a rezoning?

    d. 4.2 % Other
4. What concerns do you have for McMillan Mesa Natural Area?
    a. 37.1 % Illegal camping in the Natural Area
    b. 14.3 % Human/wildlife interactions
    c. 55.7 % Deterioration of the Natural Area due to increased use
    d. 67.1 % Lack of wildlife corridors to and from the Natural Area
    e. 54.3 % Illegal dumping and litter
    f. 18.6 % Other
5. Would you attend a community tour to become more familiar with the McMillan Mesa Natural Area?
    a. 44.3 % Yes
    b. 32.9 % No
    c. 22.9 % Other
6. If the City were to allocate additional funding to support the management of McMillan Mesa Natural Area, what funding mechanisms would you support?
    a. 35.2 % Municipal Bond
    b. 49. 3 % An additional fee (less than $2.00) on City municipal bill (trash, water, sewer)
    c. 40.8 % A small increase to Flagstaff's sales tax (less than 0.1%)
    d. 43.7 % Small property tax increase
    e. 12.7 % User fees
    f. 8.5 % None of the above
    g. 11.3 % Other
7. If you had $10,000 to spend on McMillan Mesa Natural Area, how would you allocate it across the following categories? (1 dot = $1,000)
    a. 25.2 % Routine maintenance
    b. 21.3 % Maintaining existing trails
    c. 12.5 % Restoration of unauthorized trails
    d. 12 % Trail improvements
    e. 5.9 % Signage improvements
    f. 13.9 % Invasive plant management
    g. 3.5 % Other
8. Is there a preserved OS property within 15-minute walk of where you live?
    a. 66.2 % Yes
    b. 19.7% No
    c. 9.9 % I'm not sure
    d. 4.2 % Other
9. What neighborhood do you live in?
    a. 25 written responses
10. Do you have additional comments you would like to share regarding McMillan Mesa Natural Area?
    a. 25 Other

Property Owners and Residents within 300 Ft of McMillian Mesa Survey Area



Homeowner's Associations within 1000 Ft of McMillian Mesa Survey Area



OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP CODE
WELCH FAMILY TRUST DTD 05-26-94	4200 N COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
VEALE Z & BE REVOCABLE TRUST DTD 08-23-88	3605 N PARADISE RD	FLAGSTAFF	AZ	86004
SHANTZ GENE & RENATE	2700 S WOODLANDS VILLAGE BLVD NO 300-253	FLAGSTAFF	AZ	86001
BLUM RICHARD & JUANA TRUST DTD 12-12-11	8374 N SPRINGFIELD DR	FLAGSTAFF	AZ	86004
ADAMS RICHARD C & MYRA JANE REVOCABLE LIVING TRUST DTD 02-04-08	7878 E GAINEY RANCH RD NO 4	SCOTTSDALE	AZ	85258
CEDAR WEST CAPITAL LLC	10 E DALE AVE	FLAGSTAFF	AZ	86001
FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
ABDELKADER ALAIN & CAROLINE	3619 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
SOTELO MICHELLE RENAE & DANNY DEAN	3703 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
RESCHNER KATHARINA	3707 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
GABALDON CARLOS & LISA	3601 N PARADISE RD	FLAGSTAFF	AZ	86004
SHRADER JUDITH WOOD	3704 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
TURNER ELTON E & SANDRA J	3608 N PARADISE RD	FLAGSTAFF	AZ	86004
STEVENSON CATHERINE N	3602 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
WALLACE ROBERT	111 E OAK AVE NO 7	FLAGSTAFF	AZ	86001
KAHL DAVID	1075 E LARKSPUR LN	FLAGSTAFF	AZ	86001
RYAN DAVID R & ELLEN R	807 W ASPEN AVE APT 1	FLAGSTAFF	AZ	86001
WILLIAMS SHAWN A	1205 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
LUJAN TIFFANY S	3501 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA HEALTHCARE CORP	PO BOX 1268	FLAGSTAFF	AZ	86001
MUESCH DELORES SURVIVORS TRUST 04-26-95	2441 N SWEET CLOVER WAY	FLAGSTAFF	AZ	86004
PRIEB DAVID & MICHELE	1612 N IZABEL ST	FLAGSTAFF	AZ	86004
TALBOTT LIVING TRUST DTD 02-14-96	1206 E HARMONY WAY	FLAGSTAFF	AZ	86004
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ	86004
BAIN GEORGE W	145 E ASTRO LN	FLAGSTAFF	AZ	86001
ASSISTANCE LEAGUE OF FLAGSTAFF	PO BOX 3297	FLAGSTAFF	AZ	86003
DRUMM THOMAS J	111 E OAK AVE NO 34	FLAGSTAFF	AZ	86001
HELFRICH KENNETH G	111 E OAK AVE NO 38	FLAGSTAFF	AZ	86001
BLACK WILLIAM	111 E OAK AVE NO 42	FLAGSTAFF	AZ	86001
HARTMAN LEILANI O & CHARLES E	111 E OAK AVE NO 33	FLAGSTAFF	AZ	86001
SHIVA41 LLC	2302 E GARDENIA DR	PHOENIX	AZ	85020
PALMER JAMES D & ARCELIA S	103 E CEDAR AVE	FLAGSTAFF	AZ	86001
MCCLESKEY NANCY E RVCBL TRUST DTD 11-13-14	PO BOX 1023	FLAGSTAFF	AZ	86002
BORLING ERIK C & ANDREA D	109 E CEDAR AVE	FLAGSTAFF	AZ	86001
RICHARDS SCOTT S	3505 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
BUCHANAN LIVING TRUST DTD 06-25-91	3832 WESTHAVEN DR	CARLSBAD	CA	92008
CASTRUITA SERGIO & HILDA	4034 N GANNET WAY	FLAGSTAFF	AZ	86004
EMSHWILLER MARK E	2435 N CESSNA CIR	CAMP VERDE	AZ	86322
WACHTER ROBERT M & VICKI L	3609 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
CEDAR CREST/ FLAGSTAFF LP	4745 N 7TH ST NO 110	PHOENIX	AZ	85014
RODRIGUEZ JESSE REVOCABLE TRUST UA DTD 02-26-13	1717 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
MANIGLIA JOSEPH	1709 N WEST ST	FLAGSTAFF	AZ	86004
SANTANA ARTURO & M CARMEN	1908 N IZABEL ST	FLAGSTAFF	AZ	86004
DEVENNEY JAMES	2025 N WEST ST	FLAGSTAFF	AZ	86004
GALLEGOS AUGUSTINE & LYDIA	1909 N WEST ST	FLAGSTAFF	AZ	86004
HARRIS JAMES E JR	3733 N KINGSWOOD WAY	FLAGSTAFF	AZ	86004
FERNANDEZ CONNIE MARIA TRUST DTD 06-15-20	6100 N SILVERLODE CT	PRESCOTT VALLEY	AZ	86314
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ	86004
JEFF KNORR INVESTMENTS LLC	2430 W BLACKHAWK LN	FLAGSTAFF	AZ	86001
RIC'S AUTOMOTIVE LLC	135 W JUNIPER AVE	FLAGSTAFF	AZ	86001
HARRIS JAMES E JR	3733 N KINGSWOOD WAY	FLAGSTAFF	AZ	86004
GOOD JOSHUA L & BRENNA N	1611 N WEST ST	FLAGSTAFF	AZ	86004
ROUBAL JUDEY S TRUSTEE	405 JACKS CANYON RD APT 140	SEDONA	AZ	86351
VILLALOBOS PABLO ADRIAN	1807 N WEST ST	FLAGSTAFF	AZ	86004
MEAD FAMILY TRUST DTD 1-22-18	1500 N AZTEC ST	FLAGSTAFF	AZ	86001
ESTRADA ERIC	2024 N IZABEL ST	FLAGSTAFF	AZ	86004
POGGI-JENKINS MEREDITH & CARL J	111 N TURQUOISE DR NO 3	FLAGSTAFF	AZ	86001
KLEFSTAD LIVING TRUST DTD 06-04-18	111 E OAK AVE NO 8	FLAGSTAFF	AZ	86001
WHITE KENNETH A	111 E OAK AVE NO 2	FLAGSTAFF	AZ	86004
PHILLIPS FAMILY TRUST DTD 11-23-94	60590 WOODSIDE RD	BEND	OR	97702
DENNIS CHARLENE S TRUST DTD 08-01-05	1540 S MALABAR LN	GILBERT	AZ	85296
GOMOLAK DENISE A	111 E OAK AVE NO 18	FLAGSTAFF	AZ	86001
BARTELL FAMILY TRUST DTD 11-10-16	5300 TANAGER DR	FLAGSTAFF	AZ	86004
PARKER MITCHELL STANTON	1708 N IZABEL ST	FLAGSTAFF	AZ	86004
LOEFFLER KENNETH A & BERTA E	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
TUNG WEN-CHUEN	PO BOX 3064	FLAGSTAFF	AZ	86003
DAVIDSON ASHLEY R REVOCABLE LIVING TRUST DTD 12-30-16	111 E OAK AVE NO 1	FLAGSTAFF	AZ	86001
MORRISSEY MERCY	1702 E 1ST AVE	FLAGSTAFF	AZ	86004
COFFEY DOUGLAS & KARISSA	1704 N IZABEL	FLAGSTAFF	AZ	86004
SCHIMMEL KEVIN	1001 E GRISWOLD RD NO 36	PHOENIX	AZ	85020
CATHEY DOUGLAS & MICHELLE	12455 DUTCHMAN DR	FLAGSTAFF	AZ	86004
FLAGSTAFF UNIFIED SCHOOL DISTRICT 1	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004
RADMAN MARINA	920 N BARKLEY	MESA	AZ	85203
DEMEY BROCK	117 E JUNIPER AVE	FLAGSTAFF	AZ	86001
CARPENTER JASON & CAROLYN	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
ODEGAARD VAN & CAROL	2109 N 4TH ST	FLAGSTAFF	AZ	86004

GRANADO ROSEANNA ANGELA	2113 N WEST ST	FLAGSTAFF	AZ	86004
WOODRUFF KELLY A	7092 QUITO CT	CAMARILLO	CA	93012
GUTIERREZ EMMA FAMILY TRUST	1626 N IZABEL ST	FLAGSTAFF	AZ	86004
FLORES JOHNNY M	3576 E WESTERN DR	COTTONWOOD	AZ	86326
1608 IZABEL LLC	2903 KACHINA TRL	FLAGSTAFF	AZ	86005
CHOOPANYA KAMOLASIT	PO BOX 913	FLAGSTAFF	AZ	86002
DENNISON BRAD E REVOCABLE LIVING TRUST DTD 05-30-07	PO BOX 306	FLAGSTAFF	AZ	86002
MCCAULEY JACOB WAKEM	2029 N WEST ST	FLAGSTAFF	AZ	86004
DALLIS GOGI L	34091 GRANADA DR	DANA POINT	CA	92629
MARTINI DORIS P FAMILY TRUST DTD 05-14-96	111 E OAK AVE NO 9	FLAGSTAFF	AZ	86001
PISANO ROBERT A & HEATHER L	4450 E PEARCE RD	PHOENIX	AZ	85044
SCHNORR JANICE M REVOCABLE LIVING TRUST DTD 03-27-97	3034 BRITTANY PL	ANCHORAGE	AK	99504
MC DAVID WILLIAM E	BOX 31135	FLAGSTAFF	AZ	86003
MAURER JEFFREY ALLEN & KARI ANN JOINT LIVING TRUST	809 W RIORDAN RD STE 100-288	FLAGSTAFF	AZ	86001
PARTEN PATRICK S & JIMMIE EVERIDGE	111 E OAK AVE NO 27	FLAGSTAFF	AZ	86001
MULLANEY TERESA	111 E OAK NO 28	FLAGSTAFF	AZ	86001
SYRACUSE JASON M & TORY L	111 E OAK AVE NO 32	FLAGSTAFF	AZ	86001
VAN CLEVE LIVING TRUST DTD 04-08-98	111 E OAK AVE NO 14	FLAGSTAFF	AZ	86001
PIERCE FAMILY LIVING TRUST DTD 8-3-18	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
KIDZ INVESTMENTS IZ LLC	PO BOX 3435	FLAGSTAFF	AZ	86003
SCOTT MICHAEL & LINDSEY	722 N CANYON TERRACE DR	FLAGSTAFF	AZ	86001
ROWELL KELLY RVCBL TRUST DTD 9-24-14	7470 N LUPINE CIRCLE	FLAGSTAFF	AZ	86001
AUMACK ETHAN	1140 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
FRANKE BURKHARD	1631 N WEST ST	FLAGSTAFF	AZ	86004
PAINE JILL B	1135 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
PALOMINO ELIZABETH	455 HILLSIDE DR	MUNDS PARK	AZ	86017
SCHAFFNER FRANK W	1219 E LUKE AVE	PHOENIX	AZ	85014
MARZILLI JUDITH	111 E OAK AVE NO 36	FLAGSTAFF	AZ	86001
HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	PO BOX 30134	FLAGSTAFF	AZ	86003
TACKITT SUZANNE M	310 W BIRCH AVE	FLAGSTAFF	AZ	86001
DURHAM ARTEC	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
ALATORRE MARCO & MEGAN	1120 N MANZANITA WAY	FLAGSTAFF	AZ	86001
STAHL HOLLY G	429 E DAVID DR	FLAGSTAFF	AZ	86001
WORDEN JAMES	1616 N IZABEL ST	FLAGSTAFF	AZ	86004
IZABEL PROPERTIES LLC	750 E PARKWAY DR	CAMP VERDE	AZ	86322
NIETO TAMARA D	PO BOX 1326	FLAGSTAFF	AZ	86002
RADE CORY	21640 N JUNIPER RIDGE RD	PAULDEN	AZ	86334
CAMPOS FAMILY TRUST DTD 07-01-02	4540 S KATHY RD	FLAGSTAFF	AZ	86005
CRUZ MICHAEL E	3219 W VERDE WAY	NORTH LAS VEGAS	NV	89031
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ	86004
LIPPMAN ARROYO S	2124 N IZABEL ST	FLAGSTAFF	AZ	86004
VALDEZ TIMOTHY DENNIS	6325 E PEAKS PKWY	FLAGSTAFF	AZ	86004
TRIPLE G RENTALS LLC	3891 N STEVES BLVD	FLAGSTAFF	AZ	86004
GROSBETY BRUCE M & JENNIFER A	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001
RUPERT EVA	2007 N WEST ST	FLAGSTAFF	AZ	86004
BLUE MANGO INVESTMENTS LLC	809 W RIORDAN RD NO 100-136	FLAGSTAFF	AZ	86001
MACKENZIE MARY JON	2905 E 3RD ST	LONG BEACH	CA	90814
KELTY JOHN W & KARA M	1175 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MCMURRAY CRAIG R & CHRISTINA	1155 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
LOOMIS FAMILY TRUST DTD 02-20-20	603 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
MINDER DOUGLAS & ALICE REVOCABLE TRUST DTD 06-24-08	220 N VINE AVE	TUCSON	AZ	85719
WELLS JASON G & SHANNAN C	1160 E APPLE WAY	FLAGSTAFF	AZ	86001
MARHOFER JAY & KOVAL SUSAN	1175 E APPLE WAY	FLAGSTAFF	AZ	86001
VERNON FRANKLIN L & KATHLEEN Y	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
WELLENDORF MICHAEL R & ERIN P	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
SOPER TREVOR R & ANNE M	2208 N IZABEL ST NO 2	FLAGSTAFF	AZ	86004
DAGGETT REBECCA ANDRA	1195 E APPLE WAY	FLAGSTAFF	AZ	86001
MONTANYE JOYCE	1812 N IZABEL ST	FLAGSTAFF	AZ	86004
REEVES MARY PONTAL	3618 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
BLACKGOAT CHRISTINE ME	3054 MOUNTAINWOOD CIR	JUNEAU	AK	99801
MCKELL DAVID S & MARY M	111 E OAK AVE NO 4	FLAGSTAFF	AZ	86001
BESSLER ANDREW V	1255 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
FICKEL LAURA A LIVING TRUST DTD 05-03-12	1140 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
VANDERWEY RISHA A	1120 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
WANGEMAN FAMILY TRUST DTD 09-29-11	12658 N 80TH PL	SCOTTSDALE	AZ	85250
LUNA JOSEPHINE	6122 W WILLOW	GLENDALE	AZ	85304
GRIFFIN TIMOTHY F & CATHY W	1920 N IZABEL ST	FLAGSTAFF	AZ	86004
CZACHOWSKI CHRISTOPHER M & MARGARET S	1135 N MANZANITA WAY	FLAGSTAFF	AZ	86001
WYSS BENJAMIN	1501 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
MMV DEVCO LLC	15300 N 90TH ST NO 200	SCOTTSDALE	AZ	85260
ANDERSON ALVA EUGENE DECEDENTS TRUST DTD 12-31-90	1724 N SUNSET DR	FLAGSTAFF	AZ	86001
MILLHOUSE ROGER & MARTI	1702 E 2ND AVE	FLAGSTAFF	AZ	86004
SCHWALENSTOCKER JULIA W & GEORGE CPWROS	908 W COCONINO AVE	FLAGSTAFF	AZ	86001
KHALSA DHARM KAUR	2532 N FOURTH ST NO 554	FLAGSTAFF	AZ	86004
SALAMON DOMINIK Z & KRISTIN E	1023 E HILLCREST DR	FLAGSTAFF	AZ	86004
COSNER SHANNON & THOMAS	1032 E HILLCREST DR	FLAGSTAFF	AZ	86004
CROWE DAVID	1027 E HILLCREST DR	FLAGSTAFF	AZ	86004

GREENWELL RITA MARIE	1821 N WEST ST	FLAGSTAFF	AZ	86004
CARTER CARMEN	1024 E HILLCREST DR	FLAGSTAFF	AZ	86004
SWEENEY ANDREW C & JORDAN LAINE	3605 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
SHAMAH DOROTHY	1006 E HILLCREST DR	FLAGSTAFF	AZ	86004
ABELS LARRY P II	3513 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
DOTEN ANISSA	1131 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
LEE JAYNE	1124 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
GOOCH ROBERT A & KRISTA S	3609 N PARADISE RD	FLAGSTAFF	AZ	86004
VASQUEZ MICHAEL L & MARINA C	3700 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
1921 WEST STREET LLC	2903 KACHINA TRL	FLAGSTAFF	AZ	86001
FERNANDEZ RICHARD R & JACOBJE	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
WILLIAMS RYAN & JESSICA	1195 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
CLARK BRIAN C	2008 N IZABEL ST	FLAGSTAFF	AZ	86004
PHIPPS MICHAEL PARK & BRENDA LOUISE	3613 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
JACOBSEN MURIEL	1028 E HILLCREST DR	FLAGSTAFF	AZ	86004
ROBERGE FRANK & SANDRA	6135 E MESA DR	COTTONWOOD	AZ	86326
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ	86004
DUNDAS COLIN M	3608 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
PREUSSER DONNA	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
WEYBRIGHT JOHN E	1240 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
BELL BARNEY G & DIANE E	1180 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MCGUIRE GEORGE M & SARAH ANN	1220 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
FIELDS REBECCA	1235 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MACKENZIE MARY JON	2905 E 3RD ST	LONG BEACH	CA	90814
SCHWARTZ STEVEN T	119 E CEDAR AVE	FLAGSTAFF	AZ	86001
MEILBECK JEFF A	2532 N 4TH ST NO 229	FLAGSTAFF	AZ	86004
DURHAM ARTEC S	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
MATTOCKS KURT J	3509 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
CORR COLM E & TAMMY L	1628 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
LVA PROPERTIES LLC	500 N MARKET PLACE DR STE 101	CENTERVILLE	UT	84014
WALDER SARAH	111 E OAK AVE NO 5	FLAGSTAFF	AZ	86001
NADELL AMY LAUREL	10844 N 34 ST	PHOENIX	AZ	85028
GOLIGHTLY 2000 REVOCABLE TRUST	3900 E HUNTINGTON DR	FLAGSTAFF	AZ	86004
WITT DANIEL F & JENNIFER E	1629 MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
WITT DANIEL F & JENNIFER F	1629 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
NORTHERN ARIZONA DERMATOLOGY CENTER	1490 N TURQUOISE DR	FLAGSTAFF	AZ	86001
DICUS JEFF	269 TOHO TRL	FLAGSTAFF	AZ	86001
LINDSLEY LIVING TRUST DTD 04-20-94	98 E OAK AVE	FLAGSTAFF	AZ	86001
LATHAM CHRISTOPHER	PO BOX 1453	FLAGSTAFF	AZ	86002
SAFEWAY INC	655 MONTGOMERY ST	SAN FRANCISCO	CA	94111
ARIZONA PUBLIC SERVICE COMPANY	PO BOX 53999, MS 9505	PHOENIX	AZ	850723940
HERSHEY BRENDA G REVOCABLE TRUST DTD 10-03-12	1100 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
MARKECHUK MONICA	1205 E APPLE WAY	FLAGSTAFF	AZ	86001
DYER JON C & SHARON K	1110 W AZURE DR	FLAGSTAFF	AZ	86001
JOHNSON HELEN E TRUST DTD 09-16-70	PO BOX 1131	CORNVILLE	AZ	86325
NORTHEAST PROFESSIONAL PLAZA OWNERS ASSO	123 N SAN FRANCISCO SUITE 404	FLAGSTAFF	AZ	86004
MOORE PAUL WM	1665 N TURQUOISE DR	FLAGSTAFF	AZ	86001
AUZA FRANKIE & TONYA M	104 E CEDAR AVE	FLAGSTAFF	AZ	86001
MILTON GARY & NANCY FAMILY TRUST DTD 7-19-18	1625 NORTH TURQUOISE DR	FLAGSTAFF	AZ	86001
GARCIA JOSE L & AIDA V	1080 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
VISKOCIL THOMAS G	128 E OAK AVE NO A	FLAGSTAFF	AZ	86001
SETTANNI V JOSEPH & LIANA	1285 S UVX RD	COTTONWOOD	AZ	86326
SETTANNI V JOSEPH & LIANA	1285 S UVX RD	COTTONWOOD	AZ	86326
JONES DANIEL & SAMTA	1018 E HILLCREST DR	FLAGSTAFF	AZ	86004
ELIZABETH RICHARDSON	16950 W SONORA ST	GOODYEAR	AZ	85338
MOSER ROBERT B	117 MEIN ST	NEWTOWN	WELLINGT	6021
CROCKER MEGHAN	128 E OAK AVE NO B	FLAGSTAFF	AZ	86001
STENGER LAURIEANNE	1611 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
SCOTT STEVE M & LAURA T	3015 E PINE DR	FLAGSTAFF	AZ	86004
JEHOVAH JIREH INC	PO BOX 2193	FLAGSTAFF	AZ	86003
BROWN GREGORY B	1724 N IZABEL ST	FLAGSTAFF	AZ	86004
BASIS SCHOOLS INC	7975 N HAYDEN RD NO B-202	SCOTTSDALE	AZ	85258
MUSCARELLA REVOCABLE TRUST DTD 7-2-07	PO BOX 1812	FLAGSTAFF	AZ	86002
MORRIS TERRY G & DIANNA L	871 ALPINE HWY	ALPINE	UT	84004
TUCKER MELVIN & BETH	118 E TERRACE AVE	FLAGSTAFF	AZ	86001
SWANSON FRANCES M	7945 PINE COUNTRY LN	FLAGSTAFF	AZ	86004
FREEMAN WEST LLC	3100 N WEST ST	FLAGSTAFF	AZ	86004
FSL HOLDING PROPERTIES LLC	1201 E THOMAS RD	PHOENIX	AZ	85014
ROHR JASON T & MARIAH A	38 S PINE CIR	FLAGSTAFF	AZ	86001
JENKINS RAND E	1623 E MOUNTAIN VIEW DR	FLAGSTAFF	AZ	86004
SAN FRANCISCO DE ASIS ROMAN CATHOLIC PARISH FLAGSTAFF	1600 E ROUTE 66	FLAGSTAFF	AZ	86001
GOBEIL NORMAND P & BETTY J	908 W MURRAY RD	FLAGSTAFF	AZ	86001
MPT OF FLAGSTAFF LLC	PO BOX 92129	SOUTHLAKE	TX	76092
ARIZONA STATE OF	100 N 15TH AVE	PHOENIX	AZ	85007
HARTER ELIZABETH M	2012 N IZABEL ST	FLAGSTAFF	AZ	86004
FLAGSTAFF MEDICAL CENTER INC	PO BOX 1268	FLAGSTAFF	AZ	86002
KLEINER PENNIE & GREG FAMILY TRUST DTD 03-11-10	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ	86004

DUNN STEPHEN	3714 N PARADISE RD	FLAGSTAFF	AZ	86004
OBRYANT DANIEL K & ALLISON U	905 E PINON CT	FLAGSTAFF	AZ	86001
NOVO KIRSTEN	CMR 450 BOX 691	APO	AE	9705
HIGHGATE FLAGSTAFF LLC	1177 W HASTINGS ST NO 2133	VANCOUVER	BC	V6E 2K3
FSL ST FRANCIS VILLAS LP	1201 E THOMAS RD	PHOENIX	AZ	85014
FLAGSTAFF TRANSITIONAL CARE LLC	1107 HAZELTINE BLVD NO 200	CHASKA	MN	55318
Coconino County	219 East Cherry Avenue	FLAGSTAFF	AZ	86001
USGS	2255 N Gemini Rd	FLAGSTAFF	AZ	86001
NACET	2225 N Gemini Rd	FLAGSTAFF	AZ	86001
NACET	2201 N Gemini Rd	FLAGSTAFF	AZ	86001
Guardian Medical Transport	1901 N GEMINI DR	FLAGSTAFF	AZ	86004
Arizona Department Of Veterans' Services	3839 N 3rd St	PHOENIX	AZ	85012
BASIS Flagstaff	1700 N Gemini Rd	FLAGSTAFF	AZ	86001
San Francisco de Asis Roman Catholic Church	1600 E Rte 66	FLAGSTAFF	AZ	86001
The Montessori Charter School of Flagstaff - Switzer Mesa Campus	850 N Locust Dr.	FLAGSTAFF	AZ	86001
Rehabilitation Hospital of Northern Arizona	1851 N Gemini Rd.	FLAGSTAFF	AZ	86001
Carl Bigler, M.D., FAAD	1490 N Turquoise Dr.	FLAGSTAFF	AZ	86001
Northern Arizona Orthopaedics - Flagstaff	1485 N Turquoise Dr.	FLAGSTAFF	AZ	86001
Northern Arizona Healthcare Medical Group – Flagstaff	107 E Oak Ave.	FLAGSTAFF	AZ	86001
Childtime of Flagstaff	109 E Oak Ave.	FLAGSTAFF	AZ	86001
iHouse Flagstaff	1601 E Mountain View Ave.	FLAGSTAFF	AZ	86004
edemption Church Flagstaff	2801 N Izabel St.	FLAGSTAFF	AZ	86004
Coconino High School	2801 N Izabel St.	FLAGSTAFF	AZ	86004
Ric's Automotive	1701 N West St.	FLAGSTAFF	AZ	86004
Palomino Glass Inc	1815 N West St.	FLAGSTAFF	AZ	86004
Coconino Pest Control Inc	1913 N West St.	FLAGSTAFF	AZ	86004
Preferred Homecare	2201 N West St.	FLAGSTAFF	AZ	86004
Arizona Central Credit Union	2521 N West St.	FLAGSTAFF	AZ	86004
Elks Lodge	2101 N San Francisco St.	FLAGSTAFF	AZ	86001

RESIDENT	ADDRESS	CITY	STATE	ZIP CODE
Current Resident	1601 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT B-113	FLAGSTAFF	AZ	86001
Current Resident	1615 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	111 E OAK AVE APT 43	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 44	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 3	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 4	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 6	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 13	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 15	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 17	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 20	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 16	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 19	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 31	FLAGSTAFF	AZ	86001
Current Resident	1613 N WEST ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1623 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	111 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 35	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 38	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 42	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 36	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 37	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 41	FLAGSTAFF	AZ	86001
Current Resident	3011 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3005 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3007 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT B-213	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-114	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-214	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-115	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-215	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-116	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-130	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-230	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-131	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-231	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-132	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-127	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-227	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-128	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-228	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-129	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-229	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-222	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-123	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-223	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-124	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-224	FLAGSTAFF	AZ	86001

Current Resident	1201 E PONDEROSA PKWY APT C-226	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-219	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-120	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-220	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-121	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-221	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-122	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-216	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-117	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-217	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-118	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-218	FLAGSTAFF	AZ	86001
Current Resident	1485 N TURQUOISE DR STE 200	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-119	FLAGSTAFF	AZ	86001
Current Resident	1720 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1720 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1615 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1608 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-232	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-133	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-233	FLAGSTAFF	AZ	86001
Current Resident	1721 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004

Current Resident	2112 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2115 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	2115 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 6	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 7	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 8	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-126	FLAGSTAFF	AZ	86001
Current Resident	3005 N WEST ST STE B	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE E1	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E3	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E4	FLAGSTAFF	AZ	86001
Current Resident	1605 E ARROWHEAD AVE APT 9	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE W4	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W1	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W2	FLAGSTAFF	AZ	86001
Current Resident	3100 N WEST ST STE 100	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE E2	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W3	FLAGSTAFF	AZ	86001
Current Resident	1901 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 701	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 702	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 703	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 704	FLAGSTAFF	AZ	86004

Current Resident	2251 N IZABEL ST APT 705	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 805	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 806	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 807	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 808	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 809	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 810	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 801	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 802	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 803	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 804	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 8	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 7	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 6	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 706	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 707	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 708	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 709	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 710	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 601	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 505	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 509	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 510	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 501	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 502	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 503	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 504	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 308	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 309	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 310	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 506	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 507	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 508	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 608	FLAGSTAFF	AZ	86004

Current Resident	2251 N IZABEL ST APT 609	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 610	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 305	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 602	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 603	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 604	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 605	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 606	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 607	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	1708 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	116 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	116 E OAK AVE APT 2	FLAGSTAFF	AZ	86001
Current Resident	2208 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2208 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 301	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 101	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 103	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 105	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 102	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 104	FLAGSTAFF	AZ	86001
Current Resident	2303 N IZABEL ST APT 302	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	122 E OAK AVE APT A	FLAGSTAFF	AZ	86001
Current Resident	1509 N TURQUOISE DR APT A	FLAGSTAFF	AZ	86001
Current Resident	1509 N TURQUOISE DR APT B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1708 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1708 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1707 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	128 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	2209 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2217 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 106	FLAGSTAFF	AZ	86001
Current Resident	122 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG B	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG C	FLAGSTAFF	AZ	86001
Current Resident	1604 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004

Current Resident	2303 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 5	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 6	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 7	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 8	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 10	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 11	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 4	FLAGSTAFF	AZ	86004
Current Resident	2021 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1905 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1703 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR BLDG 1	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 112	FLAGSTAFF	AZ	86001
Current Resident	3050 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1801 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2255 N GEMINI DR BLDG 3	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 4	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 5	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 6	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1604 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	1901 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1603 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1851 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2112 N IZABEL ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 4	FLAGSTAFF	AZ	86004
Current Resident	1251 N PINE CLIFF DR UNIT 111	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 110	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 109	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 108	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 107	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 106	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 117	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 118	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 114	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 113	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 105	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 102	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 101	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 103	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 104	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 136	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 135	FLAGSTAFF	AZ	86001
Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1251 N PINE CLIFF DR UNIT 122	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 134	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137B	FLAGSTAFF	AZ	86001

Current Resident	2201 N GEMINI DR STE 137A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 119	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 120	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 131	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 132	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 115	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 116	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 117	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 118	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 138	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 139	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 140	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 141	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 129	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 130	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 36	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 39	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 37	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 38	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 40	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 41	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 48	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 49	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 50	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 51	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 52	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 53	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 42	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 43	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 44	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 45	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 46	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 47	FLAGSTAFF	AZ	86001
Current Resident	2018 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2201 N GEMINI DR STE 121	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 122	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 123	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 104	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 103	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 133	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 101	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 102	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 125	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 126	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128A	FLAGSTAFF	AZ	86001

Current Resident	2102 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1706 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2205 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2201 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2221 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2119 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1707 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2210 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2120 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2214 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 206	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	2200 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	2117 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2106 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2101 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2001 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1929 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2021 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1921 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1925 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1912 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	116 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	115 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	2016 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2014 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1913 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	110 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	2000 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1703 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1215 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1140 N MANZANITA WAY	FLAGSTAFF	AZ	86001

Current Resident	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1095 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1200 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1160 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1713 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1701 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1716 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1705 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1712 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1821 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1626 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	2209 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1618 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1829 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1621 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1622 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1825 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1650 N TURQUOISE DR	FLAGSTAFF	AZ	86001
Current Resident	1704 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1717 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1806 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1817 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1815 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1808 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1620 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	3013 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1602 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1625 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2100 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	2020 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1706 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1700 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2400 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1624 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1820 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1601 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1721 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR	FLAGSTAFF	AZ	86001

NAME	ADDRESS	CITY	STATE	ZIP CODE
Friends of Flagstaff's Future	P.O. Box 23462	FLAGSTAFF	AZ	86002
Northern Arizona Building Association	1500 East Cedar Avenue, Suite 86	FLAGSTAFF	AZ	86004
Northern Arizona Association of Realtors, Jeffrey Herd	1515 East Cedar Avenue, Suite C-4	FLAGSTAFF	AZ	86004
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive	FLAGSTAFF	AZ	86004
Marilyn Weissman	1055 East Apple Way	FLAGSTAFF	AZ	86001
Maury Herman	Coast and Mountain Properties 3 North Leroux Street	FLAGSTAFF	AZ	86001
Nat White	1120 North Rockridge Road	FLAGSTAFF	AZ	86001
Charlie Silver	720 West Aspen Avenue	FLAGSTAFF	AZ	86001
Betsy McKellar	330 S Ash Lane	FLAGSTAFF	AZ	86001
David Carpenter	495 S River Run Suite 100	FLAGSTAFF	AZ	86001
Dorenda Coleman	Arizona Army National Guard, AZAA-FMO 5636 E McDowell Rd, M5330	PHOENIX	AZ	85008
Mary Beth Dreusike	US Navy, Intergovernmental Branch 850 Pacific Highway Building 1 – 5th Floor, Suite 513	SAN DIEGO	CA	92132
Celia Barotz	3354 N Crest Street	FLAGSTAFF	AZ	86001
Norm Wallen	3716 N Grandview	FLAGSTAFF	AZ	86004
Jay Christelman	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001
Jess McNeely	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001

Steve Finch	Flagstaff Lodging, Restaurant & Tourism Association PO Box 30622	FLAGSTAFF	AZ	86003
Adrian Skabelund	819 West Grand Canyon Ave.	FLAGSTAFF	AZ	86001
Rachel Bass	3083 W. Easterday Lane	FLAGSTAFF	AZ	86001
Barry Levitan	19 S San Francisco St	FLAGSTAFF	AZ	86001

OWNER NAME	OWNER ADDRESS	City	State	Zip
TIMOTHY MCCULLOUGH	OAK AVENUE AND TURQUOISE CONDOMINIUM, L.L.C. 420 N HUMPHREYS ST	FLAGSTAFF	AZ	86002
JOHANNA KLOMANN	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 419 W ASPEN AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSER	JENSEN MANOR HOMEOWNER'S ASSOCIATION, INC. 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001
MIKE HUTCHINS	JUNIPER MEADOWS TOWNHOUSE ASSOCIATION, INC. 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001
TOM KRAUSE	CLIFFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC. PO BOX 1838	FLAGSTAFF	AZ	86002
OAK PARK MANOR	OAK PARK MANOR TOWNHOMES ASSOCIATION, INC. 3205 LAKESIDE VILLAGE DR	PRESCOTT	AZ	86301
SUNNYSIDE NEIGHBORHOOD ASSOCIATION	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 2304 N THIRD ST #124	FLAGSTAFF	AZ	86004
BRYAN BURTON	PINE VIEW VILLAGE CONDOMINIUMS HOMEOWNERS ASSOCIATION 2700 S WOODLANDS VILLAGE BLVD STE 300-108	FLAGSTAFF	AZ	86001
ALLEN T GINSBERG	TWIN PEAKS TOWNHOMES ASSOCIATION, INC. 5200 E CORTLAND BLVD D1	FLAGSTAFF	AZ	86004
GARY L DILLON	SWITZER CANYON MOBILE HOME PARK, L.L.C. 9015 W SIERRA PINTA DR	PEORIA	AZ	85382
Northeast Profession Plaza	Northeast Profession Plaza Sterling Real Estate Mgmt 323 S River Run, #1	FLAGSTAFF	AZ	86001
EDWIN C YAZZIE	ARROWHEAD WEST, INC. PO BOX 1307	KAYENTA	AZ	86003
BRANDON J KAVANAGH	PEAKS PLAZA CONDOMINIUMS 100 N ELDEN STREET	FLAGSTAFF	AZ	86001
GERALD W NABOURS	WEST STREET OFFICE CONDOMINIUMS OWNERS' ASSOCIATION 10 E DALE AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSE	STONE RIDGE HOMES CONDOMINIUMS "AT SWITZER MESA" ASSOCIATION 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001

MIKE HUTCHINS	SWITZER MESA SUBDIVISION HOMEOWNERS ASSOCIATION 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001

Affidavit of Sign Posting

Case Number: PZ-20-00063
Project Name: McMillan Mesa Natural Area Zoning Map Amendment
Applicant Name: City of Flagstaff, Robert Wallace
Location: McMillan Mesa Natural Area

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: Robert D. Wallace

SUBSCRIBED AND SWORN before me this 23 day of December, 20 21 by:

Stacy M Fobar
Notary Public

February 12, 2023
My Commission Expires:

STACY M. FOBAR
Notary Public - State of Arizona
COCONINO COUNTY
Commission # 561515
Expires February 12, 2023

Sign Posting Date Stamped Photos

Case Number: PZ-20-00063
Project Name: McMillan Mesa Natural Area Zoning Map Amendment
Applicant Name: City of Flagstaff, Robert Wallace
Location: McMillan Mesa Natural Area

East Cedar Avenue and North Gemini Road. The northeast corner of the intersection just north of the bus stop (stop code #48). Posted December 22, 2021 at 1:30 PM.

North Izabel Street and East 6th Avenue. The southwest corner of the intersection next to the Flagstaff Urban Trail access point. Posted December 22, 2021 at 2:00 PM.

McMillan Mesa Public Hearing
Proposed Rezone Sign Locations

McMillan Mesa Natural Area
Existing Trails
Planned Trails
Parks

N
W E
S

0 0.13 0.25 0.5 Miles

10/7/2020

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00063
Project Name: McMillan Mesa Natural Area Zoning Map Amendment
Applicant Name: City of Flagstaff, Robert Wallace
Location: McMillan Mesa Natural Area

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: Robert D. Wallace

SUBSCRIBED AND SWORN before me this 23 day of December, 2021 by:

Stacy M Fobar
Notary Public

My Commission Expires:
February 12, 2023

STACY M. FOBAR
Notary Public - State of Arizona
COCONINO COUNTY
Commission # 561516
Expires February 12, 2023

City of Flagstaff

December 22, 2021

Dear Neighbor,

The purpose of this letter is to inform you that the City of Flagstaff Open Space Program is moving forward with its proposal to implement a Concept Zoning Map Amendment for the McMillan Mesa Natural Area, application number: PZ-20-00063, which includes 10 parcels located generally at 1900 N. Gemini Dr. (107-01-001B, 101-28-007C, 110-08-001G, 109-02-001S, 107-01-001F, 101-28-007E, 101-37-002J, 107-01-001G, 101-37-001E, and 101-37-002H). To view a map visit: https://flagstaff.az.gov/4169/McMillian-Mesa. This action will change the existing Public Facilities (PF), Rural Residential (RR), and Research and Development (RD) zoning of these parcels to Public Open Space (POS) zoning to restrict the uses of the parcels to passive recreation and open space. There are several upcoming public hearings for this rezoning case that you are invited to attend (see below for details).

On November 8, 2016, Flagstaff voters voted in favor of Proposition 413 – Campaign for a Greater Buffalo Park. This proposition restricted the use of approximately 300 acres of City-owned property on McMillan Mesa to public open space and passive recreation. To carry out the voter's direction and align City guiding documents, the City Council approved the McMillan Mesa Natural Area Major Plan Amendment (Resolution Number 2018-50) on Tuesday, October 16, 2018. The purpose of this Amendment was to classify the McMillan Mesa Natural Area as a Park/Open Space land use type in the Flagstaff Regional Plan 2030. The last step in this process is to align the zoning of these parcels with the Regional Plan.

A Zoning Map Amendment requires a public hearing by the Planning and Zoning Commission, followed by two City Council meetings. The Planning and Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. On January 12, 2022 at 4pm, the Planning & Zoning Commission will conduct a virtual public hearing for this application and may forward a recommendation for the City Council's consideration.

Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct two meetings and act on the application, which will include two ordinance reads. The first City Council meeting is February 15, 2022 at 3pm and the second meeting is March 1, 2022 at 3pm. If approved, the Concept Zoning Map Amendment will go into effect 30 days after the second read of the ordinance.

Any interested person or authorized agent may appear and be heard at these public hearings. **See the links below to join the meetings and for information on how to submit written comments.** *If you currently do not reside at this address, please notify tenants about this public participation opportunity.*

Meeting 1: Planning and Zoning Commission Public Hearing

- Date/Time: Wednesday, January 12, 2022 at 4 PM
- Location: Virtual.
- Participation Options:

- Submit written comments prior to the meeting via email to CDPandZCommission@flagstaffaz.gov and/or Genevieve Pearthree, Senior Planner, at gpearthree@flagstaffaz.gov.
- Participate in the virtual meeting at this link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission.
- Use the following link to watch the meeting but not participate: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings.

Meeting 2: City Council Meeting (First Ordinance Read)

- Date/Time: Tuesday, February 15, 2022 at 3 PM
- Location: Hybrid virtual/in-person.
- Participation Options:
    - Submit written comments prior to the meeting via email to publiccomment@flagstaffaz.gov and/or gpearthree@flagstaffaz.gov.
    - At the link below, please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments: https://www.flagstaff.az.gov/328/Meeting-Protocols-Information. Due to the COVID-19 pandemic, Council meetings may be held virtually.
    - Use the following address to watch the meeting but not participate: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings.

Meeting 3: City Council Meeting (Second Ordinance Read)

- Date/Time: Tuesday, March 1, 2022 at 3 PM
- Location: Hybrid virtual/in-person.
- Participation Options:
    - Submit written comments prior to the meeting via email to publiccomment@flagstaffaz.gov and/or gpearthree@flagstaffaz.gov.
    - At the link below, please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments: https://www.flagstaff.az.gov/328/Meeting-Protocols-Information. Due to the COVID-19 pandemic, Council meetings may be held virtually.
    - Use the following address to watch the meeting but not participate: https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings.

If you have any questions, staff are happy to discuss them with you. You may contact the applicant, Robert Wallace, Open Space Specialist, at Robert.wallace@flagstaffaz.gov or (928) 213-2154. Please contact Genevieve Pearthree, the City Senior Planner assigned to this case, with any questions about the City review and public hearing process. She can also provide copies of the application and development file. She is available at gpearthree@flagstaffaz.gov or 928-213-2603.

As an interested party, property owner, resident, or HOA within the vicinity of this request, we greatly appreciate your input. Thank you for your attention to this letter.

Sincerely,
Robert D. Wallace

Open Space Specialist
City of Flagstaff Parks, Recreation and Open Space

OWNERNAME	OWNERADDRESS_ADDRESS1	OWNERADDRESS_CITY	OWNERADDRESS_STATE	OWNERADDRESS_ZIP
EMSHWILLER MARK E	2435 N CESSNA CIR	CAMP VERDE	AZ	86322
JACKSON STACEY	4417 E SHARON DR	PHOENIX	AZ	85032
GRAND CHALET LLC	3104 E CAMELBACK RD NO 262	PHOENIX	AZ	85016
ASSISTANCE LEAGUE OF FLAGSTAFF	PO BOX 3297	FLAGSTAFF	AZ	86003
FLAGSTAFF UNIFIED SCHOOL DISTRICT 1	3285 E SPARROW AVE	FLAGSTAFF	AZ	86004
CITY OF FLAGSTAFF				
ATTN: Genevieve Pearthree	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
MOORE PAUL W	1665 N TURQUOISE DR	FLAGSTAFF	AZ	86001
	ATTENTION: ALEX CIFUENTES			
ARIZONA PUBLIC SERVICE COMPANY	PO BOX 53999, MS 9505	PHOENIX	AZ	85072-3940
TACKITT SUZANNE M	310 W BIRCH AVE	FLAGSTAFF	AZ	86001
STAHL HOLLY G	429 E DAVID DR	FLAGSTAFF	AZ	86001
MCCLESKEY NANCY E REVOCABLE TRUST DTD 11-13-14	PO BOX 1023	FLAGSTAFF	AZ	86002
PIERCE FAMILY LIVING TRUST DTD 8-3-18	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
BLUM RICHARD & JUANA TRUST DTD 12-12-11	8374 N SPRINGFIELD DR	FLAGSTAFF	AZ	86004
WELCH FAMILY TRUST DTD 05-26-94	4200 N COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
BAIN GEORGE W	145 E ASTRO LN	FLAGSTAFF	AZ	86001
SOPER ANNE M	2208 N IZABEL ST NO 2	FLAGSTAFF	AZ	86004
DURHAM ARTEC	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
KLEINER PENNIE & GREG FAMILY TRUST DTD 03-11-10	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ	86004
ODEGAARD VAN & CAROL	2109 N 4TH ST	FLAGSTAFF	AZ	86004
SCOTT MICHAEL & LINDSEY	722 N CANYON TERRACE DR	FLAGSTAFF	AZ	86001
RADE CORY	21640 N JUNIPER RIDGE RD	PAULDEN	AZ	86334
CHOOPANYA KAMOLASIT	PO BOX 913	FLAGSTAFF	AZ	86002
WELCH FAMILY TRUST DTD 05-26-94	4200 N COUNTRY CLUB DR	FLAGSTAFF	AZ	86004
DENNISON BRAD E REVOCABLE LIVING TRUST DTD 05-30-07	PO BOX 306	FLAGSTAFF	AZ	86002
LUNA JOSEPHINE	6122 W WILLOW AVE	GLENDALE	AZ	85304
TRIPLE G RENTALS LLC	3891 N STEVES BLVD	FLAGSTAFF	AZ	86004
CATHEY DOUGLAS & MICHELLE	12455 DUTCHMAN DR	FLAGSTAFF	AZ	86004
Eric's Building Supply	1921 WEST STREET LLC	*FLAGSTAFF*	*AZ*	86004
Mary Hazlehurst	*2903 KACHINA TRL*	*FLAGSTAFF*	*AZ*	*86005*
MCDAVID WILLIAM E	431 W PINE AVE	FLAGSTAFF	AZ	86001
NIETO TAMARA D	PO BOX 1326	FLAGSTAFF	AZ	86002
MILLHOUSE ROGER & MARTI	1702 E 2ND AVE	FLAGSTAFF	AZ	86004
ANDERSON ALVA EUGENE DECEDENTS TRUST DTD 12-31-90	1724 N SUNSET DR	FLAGSTAFF	AZ	86001
CRUZ MICHAEL E	3219 W VERDE WAY	NORTH LAS VEGAS	NV	89031
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ	86004
KHALSA DHARM KAUR	2532 N FOURTH ST NO 554	FLAGSTAFF	AZ	86004
IZABEL PROPERTIES LLC	750 E PARKWAY DR	CAMP VERDE	AZ	86322
PALOMINO ELIZABETH	455 HILLSIDE DR	MUNDS PARK	AZ	86017
ROBERGE FRANK & SANDRA	6135 E MESA DR	COTTONWOOD	AZ	86326
MORRISSEY MERCY	1702 E 1ST AVE	FLAGSTAFF	AZ	86004
BROWN GREGORY B	1724 N IZABEL ST	FLAGSTAFF	AZ	86004
RYAN DAVID R & ELLEN R	807 W ASPEN AVE APT 1	FLAGSTAFF	AZ	86001
FERNANDEZ CONNIE MARIA TRUST DTD 06-15-20	6100 N SILVERLODE CT	PRESCOTT VALLEY	AZ	86314
SCHWALENSTOCKER JULIA W & GEORGE CPWROS	908 W COCONINO AVE	FLAGSTAFF	AZ	86001
RODRIGUEZ JESSE REVOCABLE TRUST UA DTD 02-26-13	1717 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
FERNANDEZ CONNIE MARIA TRUST DTD 06-15-20	6100 N SILVERLODE CT	PRESCOTT VALLEY	AZ	86314
TUNG WEN-CHUEN	PO BOX 3064	FLAGSTAFF	AZ	86003
WANGEMAN FAMILY TRUST DTD 09-29-11	12658 N 80TH PL	SCOTTSDALE	AZ	85250
BLACKGOAT CHRISTINE ME	3054 MOUNTAINWOOD CIR	JUNEAU	AK	99801
RIC'S AUTOMOTIVE LLC	135 W JUNIPER AVE	FLAGSTAFF	AZ	86001
KAHL DAVID	1075 E LARKSPUR LN	FLAGSTAFF	AZ	86001
BUCHANAN LIVING TRUST DTD 06-25-91	3832 WESTHAVEN DR	CARLSBAD	CA	92008
MEILBECK JEFF A	2532 N FOURTH ST NO 229	FLAGSTAFF	AZ	86004
MACKENZIE MARY JON	2905 E 3RD ST	LONG BEACH	CA	90814
ROHR JASON T & MARIAH A	38 S PINE CIR	FLAGSTAFF	AZ	86001
MUSCARELLA REVOCABLE TRUST DTD 07-02-07	PO BOX 1812	FLAGSTAFF	AZ	86002
DAVIS ELIZABETH S	1620 N KITTREDGE RD	FLAGSTAFF	AZ	86001
JENKINS RAND E	1623 E MOUNTAIN VIEW DR	FLAGSTAFF	AZ	86004
TUCKER MELVIN & BETH	118 E TERRACE AVE	FLAGSTAFF	AZ	86001
JEHOVAH JIREH INC	PO BOX 2193	FLAGSTAFF	AZ	86003
LOOMIS FAMILY TRUST DTD 02-20-20	603 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
LATHAM CHRISTOPHER	PO BOX 1453	FLAGSTAFF	AZ	86002
GOLIGHTLY 2000 REVOCABLE TRUST	3900 E HUNTINGTON DR	FLAGSTAFF	AZ	86004
LVA PROPERTIES LLC	500 N MARKET PLACE DR NO 101	CENTERVILLE	UT	84014
SAFEWAY INC	PO BOX 800729	DALLAS	TX	75380
HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	PO BOX 30134	FLAGSTAFF	AZ	86003
CEDAR CREST/ FLAGSTAFF LP	4745 N 7TH ST NO 110	PHOENIX	AZ	85014
FLORES JOHNNY M	3576 E WESTERN DR	COTTONWOOD	AZ	86326
SHANTZ GENE & RENATE	2700 S WOODLANDS VILLAGE BLVD NO 300	FLAGSTAFF	AZ	86001
HARRIS JAMES E JR	3733 N KINGSWOOD WAY	FLAGSTAFF	AZ	86004
SCOTT STEVE M & LAURA T	3015 E PINE DR	FLAGSTAFF	AZ	86004
DICUS JEFF	269 TOHO TRL	FLAGSTAFF	AZ	86001

DYER JON C & SHARON K	1110 W AZURE DR	FLAGSTAFF	AZ		86001
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ		86004
CAMPOS FAMILY TRUST DTD 07-01-02	4540 S KATHY RD	FLAGSTAFF	AZ		86005
ADAMS RICHARD C & MYRA JANE REVOCABLE LIVING TRUST	7878 E GAINEY RANCH RD NO 4	SCOTTSDALE	AZ		85258
CASTRUITA SERGIO & HILDA	4034 N GANNET WAY	FLAGSTAFF	AZ		86004
KLEINER PENNIE & GREG FAMILY TRUST DTD 03-11-10	2206 N TWISTED LIMB WAY	FLAGSTAFF	AZ		86004
COFFEY DOUGLAS & KARISSA	1704 N IZABEL	FLAGSTAFF	AZ		86004
ROUBAL FAMILY TRUST DTD 09-20-90	405 JACKS CANYON RD NO 140	SEDONA	AZ		86351
PAHLER MULTI-FAMILY ONE LLC	2309 N WALNUT RIDGE LN	FLAGSTAFF	AZ		86004
KIDZ INVESTMENTS IZ LLC	PO BOX 3435	FLAGSTAFF	AZ		86003
HOUSING SOLUTIONS OF NORTHERN ARIZONA INC	PO BOX 30134	FLAGSTAFF	AZ		86003
ROUBAL FAMILY TRUST DTD 09-20-90	405 JACKS CANYON RD NO 140	SEDONA	AZ		86351
IZABEL RENTALS LLC	PO BOX 2727	FLAGSTAFF	AZ		86003
GREENWELL RITA MARIE	1821 N WEST ST	FLAGSTAFF	AZ		86004
NORTHERN ARIZONA HEALTHCARE CORPORATION	PO BOX 1268	FLAGSTAFF	AZ		86001
BLUE HERON VENTURES LLC	1843 E SLEEPER HOLLOW CT	FLAGSTAFF	AZ		86005
WITT DANIEL F & JENNIFER F	1629 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ		86004
MAURER JEFFREY ALLEN & KARI ANN JOINT LIVING TRUST	809 W RIORDAN RD NO 100-288	FLAGSTAFF	AZ		86001
MUESCH DELORES SURVIVORS TRUST DTD 04-26-95	2441 N SWEET CLOVER WAY	FLAGSTAFF	AZ		86004
Mayan Landscaping	1608 IZABEL LLC	FLAGSTAFF	AZ		86004
Current Resident	2903 KACHINA TRL	FLAGSTAFF	AZ		86005
WYSS BENJAMIN	1501 N SAN FRANCISCO ST	FLAGSTAFF	AZ		86001
ESTRELLA ABEL F & PAMELA L	1703 E 2ND AVE	FLAGSTAFF	AZ		86004
HAIGHT MATTHEW R	4343 E SOLIERE AVE NO 1037	FLAGSTAFF	AZ		86004
MEAD FAMILY TRUST DTD 01-22-18	1500 N AZTEC ST	FLAGSTAFF	AZ		86001
NORTHEAST PROFESSIONAL PLAZA OWNERS ASSOCIATION	123 N SAN FRANCISCO ST NO 404	FLAGSTAFF	AZ		86004
FLAGSTAFF MEDICAL CENTER INC	PO BOX 1268	FLAGSTAFF	AZ		86002
ARIZONA DEPARTMENT OF ADMINISTRATION	100 N 15TH AVE	PHOENIX	AZ		85007
WITT DANIEL F & JENNIFER E	1629 MOUNTAIN VIEW AVE	FLAGSTAFF	AZ		86004
MOSER ROBERT B	1C ZOHRAB ST	HATAITAI	WELLINGTON		6021
GOBEIL NORMAND P & BETTY J	908 W MURRAY RD	FLAGSTAFF	AZ		86001
DUNN STEPHEN	3714 N PARADISE RD	FLAGSTAFF	AZ		86004
NOVO KIRSTEN	CMR 450 BOX 691	APO	AE		9705
SETTANNI V JOSEPH & LIANA	1285 S UVX RD	COTTONWOOD	AZ		86326
VISKOCIL THOMAS G	128 E OAK AVE NO A	FLAGSTAFF	AZ		86001
CROCKER MEGHAN	128 E OAK AVE NO B	FLAGSTAFF	AZ		86001
BASIS SCHOOLS INC	7975 N HAYDEN RD NO B-202	SCOTTSDALE	AZ		85258
MMV DEVCO LLC	15300 N 90TH ST NO 200	SCOTTSDALE	AZ		85260
FSL ST FRANCIS VILLAS LP	1201 E THOMAS RD	PHOENIX	AZ		85014
SAN FRANCISCO DE ASIS ROMAN CATHOLIC PARISH FLAGSTA	1600 E ROUTE 66	FLAGSTAFF	AZ		86001
JOHNSON HELEN E TRUST DTD 09-16-70	PO BOX 1131	CORNVILLE	AZ		86325
SLS PROPERTY LLC	3100 N WEST ST NO 100-200	FLAGSTAFF	AZ		86004
CEDAR WEST CAPITAL LLC	10 E DALE AVE	FLAGSTAFF	AZ		86001
DALLIS GOGI L	34091 GRANADA DR	DANA POINT	CA		92629
WOODRUFF KELLY A	7092 QUITO CT	CAMARILLO	CA		93012
BLACK WILLIAM	111 E OAK AVE NO 42	FLAGSTAFF	AZ		86001
SHIVA41 LLC	2302 E GARDENIA DR	PHOENIX	AZ		85020
SCHIMMEL KEVIN	1001 E GRISWOLD RD NO 36	PHOENIX	AZ		85020
ROWELL KELLY RVCBL TRUST DTD 9-24-14	7470 N LUPINE CIRCLE	FLAGSTAFF	AZ		86001
SCHAFFNER FRANK W	1219 E LUKE AVE	PHOENIX	AZ		85014
PISANO ROBERT A & HEATHER L	4450 E PEARCE RD	PHOENIX	AZ		85044
SCHNORR JANICE M REVOCABLE LIVING TRUST DTD 03-27-9	3034 BRITTANY PL	ANCHORAGE	AK		99504
RADMAN MARINA	920 N BARKLEY	MESA	AZ		85203
GOMOLAK DENISE A	111 E OAK AVE NO 18	FLAGSTAFF	AZ		86001
DENNIS CHARLENE S TRUST DTD 08-01-05	1540 S MALABAR LN	GILBERT	AZ		85296
BARTELL FAMILY TRUST DTD 11-10-16	5300 TANAGER DR	FLAGSTAFF	AZ		86004
CREEKSIDE PROPERTIES LLC	270 RIM SHADOWS DR	SEDONA	AZ		86336
POGGI-JENKINS MEREDITH & CARL J	111 N TURQUOISE DR NO 3	FLAGSTAFF	AZ		86001
NADELL AMY LAUREL	10844 N 34TH ST	PHOENIX	AZ		85028
VILLALOBOS PABLO ADRIAN	1807 N WEST ST	FLAGSTAFF	AZ		86004
MPT OF FLAGSTAFF LLC	PO BOX 92129	SOUTHLAKE	TX		76092
CWRP CEDAR FLAGSTAFF MOB OWNER LLC	30021 TOMAS RD NO 130	RANCHO SANTA MARGAR	CA		92688
FLAGSTAFF TRANSITIONAL CARE LLC	1107 HAZELTINE BLVD NO 200	CHASKA	MN		55318
HIGHGATE FLAGSTAFF LLC	1177 W HASTINGS ST NO 2133	VANCOUVER	BC	V6E 2K3	
JEFF KNORR INVESTMENTS LLC	2430 W BLACKHAWK LN	FLAGSTAFF	AZ		86001
MOUNTAIN TOWN HOMES LLC	2050 S WOODLANDS VILLAGE BLVD NO 1	FLAGSTAFF	AZ		86001

RESIDENT	FULLADDR	CITY	STATE	ZIPCODE
Current Resident	2200 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	2220 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1707 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2221 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2214 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2210 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2120 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2205 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2201 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2119 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2117 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2106 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2113 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2102 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1706 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1625 N TURQUOISE DR	FLAGSTAFF	AZ	86001
Current Resident	116 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	110 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	103 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	109 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	115 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	119 E CEDAR AVE	FLAGSTAFF	AZ	86001
Current Resident	98 E OAK AVE	FLAGSTAFF	AZ	86001
Current Resident	2029 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2021 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2001 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2024 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2016 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2014 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2008 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2000 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1920 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1916 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1912 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1908 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1929 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1925 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1921 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1913 N WEST ST	FLAGSTAFF	AZ	86004

Current Resident	1909 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3605 N PARADISE RD	FLAGSTAFF	AZ	86004
Current Resident	3700 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3618 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3608 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3605 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3609 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3613 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3619 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3703 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	1018 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1024 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1028 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1032 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1027 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1023 E HILLCREST DR	FLAGSTAFF	AZ	86004
Current Resident	1131 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
Current Resident	3513 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3509 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3505 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	3602 N GRANDVIEW DR	FLAGSTAFF	AZ	86004
Current Resident	1205 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
Current Resident	1135 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1140 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1120 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
Current Resident	1175 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1195 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1205 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1080 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1120 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1095 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1160 E APPLE WAY	FLAGSTAFF	AZ	86001
Current Resident	1135 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1155 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1175 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1195 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1215 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1235 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1140 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1160 N HEMLOCK WAY	FLAGSTAFF	AZ	86001

Current Resident	1180 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1200 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1255 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1240 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1220 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1490 N TURQUOISE DR	FLAGSTAFF	AZ	86001
Current Resident	1703 E SECOND AVE	FLAGSTAFF	AZ	86004
Current Resident	1829 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1825 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1821 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1817 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1815 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1702 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1806 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1713 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1709 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1701 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1704 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1706 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1712 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1716 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1626 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1622 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1624 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1621 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1625 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1618 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1620 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1616 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1612 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1626 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1602 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	2400 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1124 E LINDA VISTA DR	FLAGSTAFF	AZ	86004
Current Resident	3601 N PARADISE RD	FLAGSTAFF	AZ	86004
Current Resident	1700 E SIXTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1140 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1808 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1820 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2020 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2209 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1650 N TURQUOISE DR	FLAGSTAFF	AZ	86001

Current Resident	3013 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2007 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1705 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	2100 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1717 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1721 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1629 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1601 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1623 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	1601 E MOUNTAIN VIEW AVE	FLAGSTAFF	AZ	86004
Current Resident	3011 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3005 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3007 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	3009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	111 E OAK AVE APT 44	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 43	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 42	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 41	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 38	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 37	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 36	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 31	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 32	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 33	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 34	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 35	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 13	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 20	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 19	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 18	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 17	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 16	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 15	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 14	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 7	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 2	FLAGSTAFF	AZ	86001

Current Resident	111 E OAK AVE APT 3	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 4	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 5	FLAGSTAFF	AZ	86001
Current Resident	111 E OAK AVE APT 6	FLAGSTAFF	AZ	86001
Current Resident	1615 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT B-113	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-213	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-114	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-214	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-115	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-215	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-116	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-216	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-117	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-217	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-118	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-218	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-119	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-219	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-120	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-220	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-121	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-221	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-122	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-222	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-123	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-223	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-124	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT B-224	FLAGSTAFF	AZ	86001
Current Resident	1485 N TURQUOISE DR STE 200	FLAGSTAFF	AZ	86001
Current Resident	1720 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1720 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1613 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1615 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-226	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-127	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-227	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-128	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-228	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-129	FLAGSTAFF	AZ	86001

Current Resident	1201 E PONDEROSA PKWY APT C-229	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-130	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-230	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-131	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-231	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-132	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-232	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-133	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY APT C-233	FLAGSTAFF	AZ	86001
Current Resident	1917 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1917 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1924 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2015 N WEST ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2213 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2217 N WEST ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2128 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1608 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1608 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1717 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	1721 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	1733 E FIRST AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1700 N IZABEL ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1816 N IZABEL ST UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	1812 N IZABEL ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1628 E MOUNTAIN VIEW AVE APT 1	FLAGSTAFF	AZ	86004

Current Resident	1628 E MOUNTAIN VIEW AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 1	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 2	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 3	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 4	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 5	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 6	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 7	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 8	FLAGSTAFF	AZ	86004
Current Resident	1605 E ARROWHEAD AVE APT 9	FLAGSTAFF	AZ	86004
Current Resident	1201 E PONDEROSA PKWY APT C-126	FLAGSTAFF	AZ	86001
Current Resident	3005 N WEST ST STE B	FLAGSTAFF	AZ	86004
Current Resident	3100 N WEST ST STE 100	FLAGSTAFF	AZ	86004
Current Resident	2225 N GEMINI DR STE E1	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E3	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E4	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W4	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W3	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W2	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E2	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E9	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E10	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E11	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E6	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E7	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E8	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE E5	FLAGSTAFF	AZ	86001
Current Resident	2225 N GEMINI DR STE W1	FLAGSTAFF	AZ	86001
Current Resident	2115 N WEST ST UNIT A	FLAGSTAFF	AZ	86004
Current Resident	2115 N WEST ST UNIT B	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1605 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT A	FLAGSTAFF	AZ	86004
Current Resident	1705 N WEST ST APT B	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1901 N WEST ST APT 3	FLAGSTAFF	AZ	86004

Current Resident	1901 N WEST ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2025 N WEST ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 801	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 802	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 803	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 804	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 805	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 806	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 807	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 808	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 809	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 810	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 701	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 702	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 703	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 704	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 705	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 706	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 707	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 708	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 709	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 710	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 601	FLAGSTAFF	AZ	86004

Current Resident	2251 N IZABEL ST APT 602	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 603	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 604	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 605	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 606	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 607	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 608	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 609	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 610	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 305	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 308	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 309	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 310	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 506	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 507	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 508	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 509	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 510	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 501	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 502	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 503	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 504	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST APT 505	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 8	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 7	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 6	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 5	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 101	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 301	FLAGSTAFF	AZ	86004

Current Resident	2303 N IZABEL ST APT 302	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 303	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST APT 304	FLAGSTAFF	AZ	86004
Current Resident	2208 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	2208 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1708 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1708 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 101	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 103	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 105	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 102	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 104	FLAGSTAFF	AZ	86001
Current Resident	1351 N PINE CLIFF DR APT 106	FLAGSTAFF	AZ	86001
Current Resident	1708 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1707 E FOURTH AVE	FLAGSTAFF	AZ	86004
Current Resident	1509 N TURQUOISE DR APT A	FLAGSTAFF	AZ	86001
Current Resident	1509 N TURQUOISE DR APT B	FLAGSTAFF	AZ	86001
Current Resident	128 E OAK AVE APT A	FLAGSTAFF	AZ	86001
Current Resident	128 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	122 E OAK AVE APT A	FLAGSTAFF	AZ	86001
Current Resident	122 E OAK AVE APT B	FLAGSTAFF	AZ	86001
Current Resident	116 E OAK AVE APT 1	FLAGSTAFF	AZ	86001
Current Resident	116 E OAK AVE APT 2	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2209 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2217 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	1905 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2255 N GEMINI DR BLDG 3	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 4	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 5	FLAGSTAFF	AZ	86001
Current Resident	2255 N GEMINI DR BLDG 6	FLAGSTAFF	AZ	86001
Current Resident	1801 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1724 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	2012 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1100 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
Current Resident	1807 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	1703 E FIRST AVE	FLAGSTAFF	AZ	86004
Current Resident	1631 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2255 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	3050 N WEST ST	FLAGSTAFF	AZ	86004

Current Resident	1901 N GEMINI DR	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
Current Resident	1611 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1603 E ARROWHEAD AVE	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 2	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 3	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 4	FLAGSTAFF	AZ	86004
Current Resident	1604 N IZABEL ST APT 1	FLAGSTAFF	AZ	86004
Current Resident	1851 N GEMINI DR	FLAGSTAFF	AZ	86001
Current Resident	2021 1/2 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2303 N IZABEL ST BLDG 4	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 1	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 3	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 5	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 6	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 7	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 8	FLAGSTAFF	AZ	86004
Current Resident	1351 N PINE CLIFF DR BLDG 1	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG B	FLAGSTAFF	AZ	86001
Current Resident	1201 E PONDEROSA PKWY BLDG C	FLAGSTAFF	AZ	86001
Current Resident	2251 N IZABEL ST BLDG 10	FLAGSTAFF	AZ	86004
Current Resident	2251 N IZABEL ST BLDG 11	FLAGSTAFF	AZ	86004
Current Resident	1251 N PINE CLIFF DR UNIT 112	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 111	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 110	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 109	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 108	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 107	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 106	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 105	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 102	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 101	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 103	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 104	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 122	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 117	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 118	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 114	FLAGSTAFF	AZ	86001
Current Resident	1251 N PINE CLIFF DR UNIT 113	FLAGSTAFF	AZ	86001
Current Resident	2112 N IZABEL ST UNIT 3	FLAGSTAFF	AZ	86004
Current Resident	2112 N IZABEL ST UNIT 4	FLAGSTAFF	AZ	86004

Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 1	FLAGSTAFF	AZ	86004
Current Resident	1627 E MOUNTAIN VIEW AVE UNIT 2	FLAGSTAFF	AZ	86004
Current Resident	2201 N GEMINI DR STE 136	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 135	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 134	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 137A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 138	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 139	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 140	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 141	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 129	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 130	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 131	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 132	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 115	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 116	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 117	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 118	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 119	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 120	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 121	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 122	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 123	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 124C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 125	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 126	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 127A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128A	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128B	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 128C	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 133	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 101	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 102	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 100	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 104	FLAGSTAFF	AZ	86001
Current Resident	2201 N GEMINI DR STE 103	FLAGSTAFF	AZ	86001
Current Resident	2018 N IZABEL ST	FLAGSTAFF	AZ	86004
Current Resident	1651 N GEMINI DR UNIT 36	FLAGSTAFF	AZ	86001

Current Resident	1651 N GEMINI DR UNIT 39	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 37	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 38	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 40	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 41	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 42	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 43	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 44	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 45	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 46	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 47	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 48	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 49	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 50	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 51	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 52	FLAGSTAFF	AZ	86001
Current Resident	1651 N GEMINI DR UNIT 53	FLAGSTAFF	AZ	86001
Current Resident	2303 N IZABEL ST BLDG 2	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 206	FLAGSTAFF	AZ	86004
Current Resident	2240 N IZABEL APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 102	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 103	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 104	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 105	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 106	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 107	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 108	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 109	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 110	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 201	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 202	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 203	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 204	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 205	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 206	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 207	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 208	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 209	FLAGSTAFF	AZ	86004
Current Resident	3050 N WEST ST APT 210	FLAGSTAFF	AZ	86004
Current Resident	2009 N WEST ST	FLAGSTAFF	AZ	86004
Current Resident	905 E PINON CT	FLAGSTAFF	AZ	86004
Current Resident	1831 N JASPER DR UNIT 122	FLAGSTAFF	AZ	86001
Current Resident	1831 N JASPER DR UNIT 123	FLAGSTAFF	AZ	86001
Current Resident	1831 N JASPER DR UNIT 221	FLAGSTAFF	AZ	86001

Current Resident	1831 N JASPER DR UNIT 222	FLAGSTAFF	AZ	86001
Current Resident	1840 N JASPER DR STE 1	FLAGSTAFF	AZ	86001
Current Resident	1840 N JASPER DR STE 2	FLAGSTAFF	AZ	86001
Current Resident	1840 N JASPER DR STE 3	FLAGSTAFF	AZ	86001
Current Resident	1895 N JASPER DR STE 1	FLAGSTAFF	AZ	86001

OWNER NAME	OWNER ADDRESS	City	State	Zip
TIMOTHY MCCULLOUGH	OAK AVENUE AND TURQUOISE CONDOMINIUM, L.L.C. 420 N HUMPHREYS ST	FLAGSTAFF	AZ	86002
JOHANNA KLOMANN	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 419 W ASPEN AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSER	JENSEN MANOR HOMEOWNER'S ASSOCIATION, INC. 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001
MIKE HUTCHINS	JUNIPER MEADOWS TOWNHOUSE ASSOCIATION, INC. 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001
TOM KRAUSE	CLIFFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC. PO BOX 1838	FLAGSTAFF	AZ	86002
OAK PARK MANOR	OAK PARK MANOR TOWNHOMES ASSOCIATION, INC. 3205 LAKESIDE VILLAGE DR	PRESCOTT	AZ	86301
SUNNYSIDE NEIGHBORHOOD ASSOCIATION	SUNNYSIDE NEIGHBORHOOD ASSOCIATION OF FLAGSTAFF, INC. 2304 N THIRD ST #124	FLAGSTAFF	AZ	86004
BRYAN BURTON	PINE VIEW VILLAGE CONDOMINIUMS HOMEOWNERS ASSOCIATION 2700 S WOODLANDS VILLAGE BLVD STE 300-108	FLAGSTAFF	AZ	86001
ALLEN T GINSBERG	TWIN PEAKS TOWNHOMES ASSOCIATION, INC. 5200 E CORTLAND BLVD D1	FLAGSTAFF	AZ	86004
GARY L DILLON	SWITZER CANYON MOBILE HOME PARK, L.L.C. 9015 W SIERRA PINTA DR	PEORIA	AZ	85382
Northeast Profession Plaza	Northeast Profession Plaza Sterling Real Estate Mgmt 323 S River Run, #1	FLAGSTAFF	AZ	86001
EDWIN C YAZZIE	ARROWHEAD WEST, INC. PO BOX 1307	KAYENTA	AZ	86003
BRANDON J KAVANAGH	PEAKS PLAZA CONDOMINIUMS 100 N ELDEN STREET	FLAGSTAFF	AZ	86001

GERALD W NABOURS	WEST STREET OFFICE CONDOMINIUMS OWNERS' ASSOCIATION 10 E DALE AVE	FLAGSTAFF	AZ	86001
DEBBIE GROSSHAUSE	STONE RIDGE HOMES CONDOMINIUMS "AT SWITZER MESA" ASSOCIATION 914 N SAN FRANCISCO ST STE A	FLAGSTAFF	AZ	86001
MIKE HUTCHINS	SWITZER MESA SUBDIVISION HOMEOWNERS ASSOCIATION 323 S RIVER RUN RD #1	FLAGSTAFF	AZ	86001
Sterling Real Estate Management	323 S River Run Rd #1	FLAGSTAFF	AZ	86001
Alpine Mesa Dave Lembke	1120 W. University Ave #200	FLAGSTAFF	AZ	86001

NAME	ADDRESS	CITY	STATE	ZIP CODE
Friends of Flagstaff's Future	P.O. Box 23462	FLAGSTAFF	AZ	86002
Michele A. James	P.O. Box 23462	FLAGSTAFF	AZ	86002
Northern Arizona Building Association	1500 East Cedar Avenue, Suite 86	FLAGSTAFF	AZ	86004
Northern Arizona Association of Realtors, Jeffrey Herd	1515 East Cedar Avenue, Suite C-4	FLAGSTAFF	AZ	86004
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive	FLAGSTAFF	AZ	86004
Marilyn Weissman	1055 East Apple Way	FLAGSTAFF	AZ	86001
Maury Herman	Coast and Mountain Properties 3 North Leroux Street	FLAGSTAFF	AZ	86001
Nat White	1120 North Rockridge Road	FLAGSTAFF	AZ	86001
Charlie Silver	720 West Aspen Avenue	FLAGSTAFF	AZ	86001
Betsy McKellar	330 S Ash Lane	FLAGSTAFF	AZ	86001
David Carpenter	495 S River Run Suite 100	FLAGSTAFF	AZ	86001
Dorenda Coleman	Arizona Army National Guard, AZAA-FMO 5636 E McDowell Rd, M5330	PHOENIX	AZ	85008

Mary Beth Dreusike	US Navy, Intergovernmental Branch 850 Pacific Highway Building 1 – 5th Floor, Suite 513	SAN DIEGO	CA	92132
Celia Barotz	3354 N Crest Street	FLAGSTAFF	AZ	86001
Norm Wallen	3716 N Grandview	FLAGSTAFF	AZ	86004
Jay Christelman	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001
Tyler Denham	800 W Forest Meadows St, Apt 119	FLAGSTAFF	AZ	86001
Jess McNeely	Coconino County Community Development 2500 N Fort Valley Rd. Bldg 1	FLAGSTAFF	AZ	86001
Steve Finch	Flagstaff Lodging, Restaurant & Tourism Association PO Box 30622	FLAGSTAFF	AZ	86003
Adrian Skabelund	819 West Grand Canyon Ave.	FLAGSTAFF	AZ	86001
Rachel Bass	3083 W. Easterday Lane	FLAGSTAFF	AZ	86001
David Hayward Neighborhood Homes, LLC	2368 N Fremont Blvd	FLAGSTAFF	AZ	86001

Barry Levitan	19 S San Francisco St	FLAGSTAFF	AZ	86001

From: Dr. B. Gowey NMD <goweyresearch@hotmail.com>
Sent: Monday, January 3, 2022 9:48 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: re: Open space

Hello,

I wanted to thank you for your work regarding the open space at McMillian Mesa.

Thank you...we need more spaces like this!

Dr. Brandie Gowey, NMD

Gowey Research Group (GRG)

928.214.8793 office

3011 N. West St

Flagstaff, AZ 86004

www.drgowey-business.site

From: Joe <jjmhjr@cox.net>
Sent: Wednesday, January 5, 2022 1:15 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Re zoning McMillian Mesa

Please **approve** the proposed reasoning of McMillian Mesa to Public Open Space.

Thank you,

Joseph Harte

1000 E Ponderosa Parkway

Flagstaff

-----Original Message-----
From: Dawn Gardner <dzgardner@hotmail.com>
Sent: Wednesday, January 5, 2022 2:33 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Macmillan Mesa open space

Please, please, keep the Macmillan Mesa open space; it is such a beautiful easy walk and the Arizona Trail goes through it. While I have walked Buffalo Park for 30 years, this is a new area for me to enjoy, with far fewer people. You can hear the wind, birds, and see for a very long way in all directions. The only problem I have with it is the development/building that is going on right now in the area; I wish the entire mesa were free open space.

Dawn Gardner

-----Original Message-----
From: Valarie Bryant <flagstaffvb@gmail.com>
Sent: Friday, January 7, 2022 11:40 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: McMillan Mesa

YES!!!
Please accept my hearty SUPPORT of the Concept Zoning Map Amendment for the McMillan Mesa Natural Area, application number: PZ-20-00063, which includes 10 parcels.

OPEN spaces are VITAL to our well being as well as for the wildlife and natural vegetation of Flagstaff.

--

Valarie Bryant

From: Ian Torrence <itgoes@aol.com>
Sent: Saturday, January 8, 2022 5:04 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa Rezone Application

Hi everyone,

Thank you for letting us weigh on the rezoning of McMillan Mesa Open Space. I live at 863 North Pinecliff Drive—just south of McMillan Mesa and Buffalo Park. I frequent the mesa often to run, hike and walk/run my dogs. I'm also a Flagstaff Open Space Steward and have spent countless hours on McMillan Mesa cleaning up trash and pulling invasive plants. I wanted to share my voice and ask that you protect McMillian Mesa as Open Space. It's a biological, cultural and historical resource we must protect. Let us be an example for other growing cities by protecting within city resources like this one. I definitely support the rezone application!

Thank you!

Sincerely,

Ian Torrence

863 North Pinecliff Drive

Flagstaff, AZ 86001

itgoes@aol.com

-----Original Message-----
From: Gisela Kluwin <gkluwin@yahoo.com>
Sent: Monday, January 10, 2022 10:00 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Rezoning McMillan Mesa

[You don't often get email from gkluwin@yahoo.com. Learn why this is important at http://aka.ms/LearnAboutSenderIdentification.]

This is to voice my strong support for the McMillan Mesa Natural Area rezone application. Please protect the remaining parcels from development! Protect them as Open Space!

Gisela Kluwin, Flagstaff

From: vera.markgraf86@gmail.com <vera.markgraf86@gmail.com>
Sent: Monday, January 10, 2022 1:51 PM
To: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa rezoning

As a resident of McMillan Mesa I strongly support the conversion of the 10 parcels to open space.

Vera Markgraf

Sent from Mail for Windows 10

From: Eric Senseman <e.senseman@gmail.com>
Sent: Monday, January 10, 2022 6:21 PM
To: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa Rezone

Hi there,

As a resident of Flagstaff, I'd like to voice my support for the McMillan Mesa rezone application to make the included parcels Public Open Space (POS) as outlined in application number PZ-20-00063.

Thanks,

Eric Senseman

From: Emily Harrison Torrence <eah7u@virginia.edu>
Sent: Tuesday, January 11, 2022 5:03 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>; Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>
Subject: McMillan Mesa Rezone Application

Hi everyone,

Thank you for letting us weigh in on the rezoning of McMillan Mesa Open Space. I live at 863 North Pinecliff Drive—just south of McMillan Mesa and Buffalo Park. I frequent the mesa often to run, hike and walk/run with my dogs. Seeing the native plants and wildlife is also a draw, and some of them are able to connect the corridor to our backyard. I wanted to share my voice and ask that you protect McMillian Mesa as Open Space. It's a biological, cultural and historical resource we must protect. Let us be an example for other growing cities by protecting within city resources like this one. I definitely support the rezone application!

Thank you!

Sincerely,

Emily Torrence

863 North Pinecliff Drive

Flagstaff, AZ 86001

eah7u@virginia.edu

From: Natasha Stott <nes227@nau.edu>
Sent: Tuesday, January 11, 2022 9:11 PM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Open space resining

Hi there,

As a flagstaff resident and Open Space volunteer for the city, it is in my best interest to support the rezoning commission. The area surrounding McMillan Mesa is significant as a natural and historical location, with lots to offer to its citizens and should be protected as an open space in Flagstaff. The parcels in the regarding this should be allocated to open space for the city to support recreational activities. It is also a home for sacred plants and wildlife. Please support this request in the upcoming counsel meeting (Feb 22).

Thanks,

Natasha Stott

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-05 and Ordinance No. 2022-04: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain documents filed with the City Clerk and entitled "PZ-21-00282 Updates to Zoning Code - Residential Sustainable Building Standards" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Residential Sustainable Building Standards.

STAFF RECOMMENDED ACTION:

At the February 15, 2022, Council Meeting:

1) Read Resolution No. 2022-05 by title only for the first time
2) City Clerk reads Resolution No. 2022-05 by title only (if approved above)
3) Read Ordinance No. 2022-04 by title only for the first time
4) City Clerk reads Ordinance No. 2022-04 by title only (if approved above)

At the March 1, 2022, Council Meeting:

5) Adopt Resolution No. 2022-05
6) Read Ordinance No. 2022-04
7) City Clerk reads Ordinance No. 2022-04 by title only (if approved above)
8) Adopt Ordinance No. 2022-04

Executive Summary:

The proposed amendment (Exhibit A to Resolution No. 2022-05) is to assist in implementing the goals and policies of the Flagstaff Regional Plan 2030, the Climate Action and Adaptation Plan, and the Flagstaff Carbon Neutrality Plan. To assist in achieving these goals and policies, multiple changes to the Zoning Code's Residential Sustainable Building Standards are proposed. New provisions are being added, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Removing the HERS 50 energy efficiency density bonus provisions;
- Incorporating density bonus provisions for all-electric energy-efficient buildings and buildings that are constructed to comply with one of several available energy efficiency certifications;
- Incorporating Electric Vehicle Supply Equipment provisions;
- Revising the waste reduction requirements to include a Material Management Plan and a Construction and Demolition Waste Management Plan;
- Allowances for the Planning Director to enter into an agreement with property owners that comply with the Residential Sustainable Building Standards to increase their residential density by 25%; and
- Adding the term Electric Vehicle Supply Equipment (EVSE) to the definitions.

The Planning and Zoning Commission reviewed and provided a recommendation of at the February 9, 2022, Planning and Zoning Commission meeting.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow.
- Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

EM-3: Support residents, businesses and institution in the transition to electric vehicles.
FS-2: Encourage new buildings to rely on the electric grid as their main energy source.
MM-3: Divert more waste from the landfill.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report. In addition, a narrative with both Regional Plan and Specific Plan analysis is included as attachment to this report.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on the ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

Summary of the Staff Revisions to the Zoning Code:

The proposed amendment includes:

1. **Purpose (Section 10-30.70.010):**

   - The purpose has been updated to remove the references to the HERS 50 energy efficiency and align it with the proposed revisions that are intended to foster the production of energy and resource-efficient residential buildings.

2. **Density Bonus (Section 10-30.70.030):**

   - The provisions have been modified to require that an entire residential development complies with the proposed minimum standards of Section 10-30.70.040 (Water Resource Protection, Transportation/Air Quality, Waste Reduction and Energy Efficiency) in order to receive a 25% increase in the maximum allowed density permitted in the designated zone.

- Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus has been deleted. The HERS 50 energy efficiency standard is being replaced with the new provisions that require the entire development to comply with the proposed requirements.

3. **Minimum Standards (10-30.70.040):**

- Water Resource Protection. The existing provisions have been updated to include all buildings within a residential development comply with reclaimed water, captured rainwater, or graywater.
- Transportation and Air Quality. The provisions have been updated to require a residential development to be located within ¼ mile of a permanent transit stop or accommodate electric vehicle charging as follows:
    - Developments with five or more dwelling units shall provide parking spaces with Electric Vehicle Supply Equipment (i.e., charging equipment).
    - Developments with less than five dwelling units shall provide a 240-volt outlet socket abutting at least one vehicle parking area per unit.

In addition, the route used to measure the distance from a permanent transit stop to a Development Site have been clarified.

- Waste Reduction. The provisions have been revised to incorporate:
    - A Materials Management Plan and a Construction and Demolition Waste Management Plan that demonstrates a significant reduction in landfill waste prepared in accordance with the requirements on file with the City's Sustainability program and approved by the Sustainability Director, or their designee.
- Energy Efficiency. The HERS 50 compliance requirements have been replaced with three energy efficiency development options. The three options are: 1) All-electric, Net Zero Energy Building; 2) All-electric, Energy-Efficient Building; and 3) An All-Electric Building that Earns Triple Certification for Energy, Water, and Air Quality. A developer may choose any one of those options to satisfy the code requirements.

4. **Development Agreement (10-30.70.040):**

- The provisions of this section have been updated to allow the Planning Director to enter into an agreement with a property owner to comply with the program requirements to obtain a density bonus.

5. **Definitions "E" (10-80.20.050):**

- The definitions have been updated to include the term Electric Vehicle Supply Equipment (EVSE), which is the equipment necessary to transfer energy between the premises wiring and an Electric Vehicle.

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. <u>Finding #1:</u> The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The amendment's primary purpose is to implement the Regional Plan's (General Plan) goals and policies related to the production of energy and resource-efficient residential buildings. Therefore, the proposed modifications are intended to incentivize developers by providing a density bonus for developments constructed in conformation with the proposed Residential Sustainable Building Standards of the Zoning Code. The existing, modified, and proposed Zoning Code provisions address multiple goals and policies of the Regional Plan. These include:

- Assisting in improving Flagstaff's air quality by reducing carbon and smoke emissions and greenhouse gases from fossil fuel appliances, vehicles, and energy inefficient buildings (Regional Plan Goals E&C.1. and E&C.2, and Policies E&C.1.2, E&C.2.2., E&C.2.3, and E&C.3.2.);

- Assisting Flagstaff to achieve carbon neutrality and contribute to the community image by requiring developments to utilize all-electric applications, to be located near public transit and provide electric vehicle supply equipment, and to utilize energy-efficient construction technology and appliances (Regional Plan Goals E&C.2, and Policies E&C.1.2, E&C.2.1., E&C.2.4., ED.7.1., and E.1.5.);
- Allowing the use of reclaimed and gray water and rainwater by requiring developments to provide appropriate plumbing to use these water types (Regional Plan Policy WR.3.4);
- Providing density bonuses as a method to promote land use patterns that increase energy efficiency, and incentivize developments that utilize green construction methods, cost and energy efficiency technologies, and conserve natural resources (Regional Plan Goal E.1, and Policies E.1.3, E.1.4., E.1.4., E.1.6., E.1.7., and E.1.10.); and
- Extending the landfill's life by requiring developments during construction, demolition, and occupation to reuse, recycle, and salvage eligible debris material (Regional Plan Policies PF.1.7.).

It should be noted that the proposed modifications also assist in implementing the City Council adopted Climate Action and Adaption Plan and Flagstaff Carbon Neutrality Plan.

B. Finding #2 The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to provide efficient residential buildings that minimize a development's overall energy, air, water, and waste material environmental impacts.

C. Finding #3 The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Community Involvement:

Inform. Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published on the City's Facebook and in the Arizona Daily Sun. As of the date of this report, staff has received questions from one member of the public.

Attachments:
Res. 2022-05
Exhibit A to Resolution No. 2022-05
Ord. 2022-04
Application
Public Participation Plan
Narrative and Regional Plan Analysis
Presentation

RESOLUTION NO. 2022-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-21-00282 UPDATES TO ZONING CODE – RESIDENTIAL SUSTAINABLE BUILDING STANDARDS"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2022-04, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as *"PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Standards"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution 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 1st day of March, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:

A. PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Standards

Case No. PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Standards

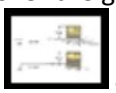
Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

Unless otherwise stated, provisions that are being deleted are shown in bold red strikethrough text, like this: ~~**Provisions that are being deleted are shown with a bold red strikethroughs text.**~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.
Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border around the Tables.

Section 1. Amend Title 10 Flagstaff Zoning Code, Division 10-30.70: Residential Sustainable Building Standards, Section 10-30.70.010 Purpose, as follows:

10-30.70.010 Purpose

A. This division implements the City's desire to foster the production of energy and resource efficient residential buildings ~~**and the expansion and installation of renewable energy technologies**~~. The City recognizes that ~~**energy**~~ resources are scarce and valuable, and that one of the ways to develop a truly sustainable community is to encourage the development of sustainable buildings. ~~**The standards in this division are interim requirements until such time as the City's Building Code or Energy Conservation Code are amended with standards that meet or outperform the requirement for HERS 50 energy efficiency as provided in Section 10-30.70.040(D).**~~

Section 2. Amend Title 10 Flagstaff Zoning Code, Division 10-30.70: Residential Sustainable Building Standards, Section 10-30.70.030 Density Bonus, subsection B Market Rate Residential Units and Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus, as follows:

10-30.70.030 Density Bonus

B. Market Rate Residential Units. ~~**For market rate residential units the density bonus established in Table 10-30.70.030.A shall apply:**~~ **When a development complies with Section 10-30.70.040., a density increase of 25% above the maximum density permitted in the designated zone shall be allowed. The additional units and bedrooms shall not be included in the calculations for determining if a development is considered a High Occupancy Housing Development.**

~~Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus~~

~~Market Rate Housing Units~~	
~~% of Units Meeting HERS 50 Standard~~	~~% of Density Bonus~~
~~25%~~	~~10%~~
~~50%~~	~~15%~~
~~75%~~	~~20%~~
~~100%~~	~~25%~~

Section 3. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-30.70.040 Minimum Standards, as follows:

10-30.70.040 Minimum Standards

~~In order to~~ **To** qualify for density bonuses established in Section 10-30.70.030, Density Bonus, the ~~following minimum prerequisites (subsections (A) through (D) of this section) shall be satisfied~~ **development must meet requirements in the four following areas**:

A. Water Resource Protection. ~~Each new~~ **The** development shall ~~apply~~ **comply with** at least one of the following:

1. The landscape design for the development shall not include an oasis zone (hydrozone 1) as otherwise permitted in Section 10-50.60.050 (C), Oasis Allowance, and Section 10-50.60.060, Hydrozones; or

2. ~~Multifamily residential developments of~~ **Developments with** 20 or more **dwelling** units shall be connected to the City's reclaimed water system for use in irrigation; or

3. ~~Housing units~~ **All buildings within a residential development** shall be dual plumbed so that rainwater captured in an active rainwater harvesting system can be used in addition to potable water subject to applicable State, County and City standards; or

4. ~~Housing units~~ **All buildings within a residential development** shall be dual plumbed for the use of greywater in toilets subject to applicable State, County and City standards.

B. Transportation and Air Quality. ~~Each new development shall apply at least one of the following:~~ **The development shall comply with subsection B.1. or B.2. of this section.**

~~1. The development site is located within at least one-quarter mile of a bus stop; or~~

~~2. The development is located within at least one-quarter mile of a FUTS trail or connected to it; or~~

~~3. Residential electrical systems are designed for electric vehicle charging.~~

1. Electric vehicle charging.

a. Developments with five or more dwelling units. Electric Vehicle Charging Supply Equipment (EVSE) shall be provided in accordance with Table 10-30.70.040.B.1.

Table 10-30.70.040.B.1. Parking spaces with EVSE for Residential Developments with more than 20 units	
Parking Spaces Provided	**Spaces with Electric Vehicle Supply Equipment Required**
1 – 50 Spaces	**1 Space**
51 – 100 Spaces	**2 Spaces**
101 and Above Spaces	**3 Spaces**

b. Developments with less than five dwelling units. All dwelling units shall have one vehicle parking space with an electrified 240-volt outlet socket.

2. The Development Site shall be located within 1,320 feet of a permanent transit stop. The distance between a permanent transit stop and Development Site shall be measured following a continuously improved sidewalk and/or public trail unless otherwise approved by the Director and Sustainability Director.

C. **Waste Reduction and Management.** ~~During Construction. Each new~~ **The property owner of the** development shall ~~have a written solid waste program that includes at least two of the following three elements:~~ **obtain approval from the Sustainability Director, or designee of both a Materials Management Plan and a Construction and Demolition Waste Management Plan, both demonstrating a significant reduction in landfill waste. The plans shall be provided in accordance with the requirements on file with the City's Sustainability program.**

~~1. A plan for the recycling or reuse of all paper, cardboard, plastics, and metals;~~

~~2. A plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill; and~~

~~3. A plan for the diversion of all masonry, gypsum and cementitious materials so that they are diverted from the landfill.~~

D. Energy Efficiency. **The development shall comply with the requirements in one of the following categories and any required certification or verification of compliance shall be provided by an approved third-party verified/certified professional and approved by the Sustainability Director, or designee:**

~~1. In order to qualify for the density incentive established in Table 10-30.20.050.A, Percentage of Affordable Housing Units and Corresponding Density Bonus, an efficiency standard that is 50 percent of the HERS Reference Home rating established in the 2003 International Energy~~

~~Conservation Code as measured on the HERS (Home Energy Rating System) index shall be met. Solar collectors, including solar thermal and photovoltaic systems, may be installed to ensure that the residence qualifies.~~

~~2. An applicant applying the HERS rating system to receive the density bonuses allowed under Section 10-30.70.030, Density Bonus, shall obtain independent third-party verification that the minimum HERS rating has been achieved before the density bonus is applied, to the satisfaction of the Director and the Building Official.~~

1. **All-electric, Zero Energy Building.**

    a. **All residential buildings, and residential areas of a Mixed Use Development, including residential leasing and operation areas, of the development shall be constructed in compliance with and verified as a Zero Energy Building as defined by U.S. Department of Energy; and**

    b. **Natural gas plumbing shall not be provided within the development.**

2. **All-electric, Energy-Efficient Building.**

    a. **All residential buildings, and residential areas of a Mixed-Use Development, including residential leasing and operation areas, of the development shall:**

        i. **Achieve bronze-level certification within the National Green Building Standard (ICC-700), as amended, for all residential buildings of the development; and**

        ii. **Be constructed to achieve a building energy efficiency that is equal to or greater than a 15% improvement over the City of Flagstaff's current energy code as specified in the Building Code. The U.S. Department of Energy's REScheck software, or another method approved by the Building Official shall be used to demonstrate compliance energy efficiency requirements; and**

    b. **Natural gas plumbing shall not be provided within the development, unless approved by the Sustainability Director, or designee. Acceptable exceptions for the use of natural gas include:**

        i. **Fireplaces and outdoor grills provided in common and shared use areas and cooking appliances within non-residential uses of a Mixed Use Development; and**

        ii. **Other uses that do not significantly increase the annual carbon emissions of the development, as approved by the Sustainability Director, or designee.**

3. **All-Electric Building with Verified Performance in Energy, Water, and Air Quality.**

    a. **All residential buildings and residential areas of a Mixed-Use Development, including residential leasing and operation areas, of the development shall achieve the U.S. Environmental Protection Agency's:**

        i. **Energy Star Multifamily New Construction Certification, or Energy Star for Homes New Construction Certification; and**

ii. **Indoor airPLUS label; and**

b. **All residential buildings will meet the requirements of the WaterSense for Homes 2.0 Mandatory Checklist, available on file with the City's Sustainability Program.**

c. **Natural gas plumbing shall not be provided within the development.**

Section 4. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-30.70.050 Development Agreement, as follows:

10-30.70.050 ~~Development~~ Residential Sustainable Building Agreement

~~**All applicants seeking to implement the residential sustainable building and affordable housing density bonuses allowed in Table 10-30.20.050.A, Percentage of Affordable Housing Units and Corresponding Density Bonus, shall enter into a development agreement with the City of Flagstaff. Refer to Section 10-20.40.060, Development Agreements.**~~

A. **The property owner shall enter into a Residential Sustainable Building Agreement, or other agreement approved by the City, to allow an increase in residential density in accordance with the provisions of this Division. The agreement shall be in a form satisfactory to the City Attorney, or designee, and recorded against the property.**

Section 5. Amend Title 10 Flagstaff Zoning Code, Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.050 Definitions "E", to add Electric Vehicle Supply Equipment (EVSE) in alphabetical order, as follows:

Section 10-80.20.050 Definitions "E"

Electric Vehicle Supply Equipment (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle.

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-21-00282 UPDATES TO ZONING CODE – RESIDENTIAL SUSTAINABLE BUILDING STANDARDS"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to modify the existing residential sustainable building standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on January 26, 2021, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on February 9, 2022, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Standards"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2022-05.

ENACTMENTS:

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

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

SECTION 2. That certain document known as "PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Standards", one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2022-05 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. 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 1st day of March, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Zoning Code Text Amendment	File Number
		PZ-21-00282

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff			
Mailing Address		**City, State, Zip:**	
211 West Aspen Road		Flagstaff, Arizona 86001	
Representative (If applicable)	**Title**	**Phone**	**Email**
Jenny Niemann and Dan Folke		928-213-2913	JNiemann@flagstaffaz.gov dfolke@flagstaffaz.ogv
Mailing Address		**City, State, Zip:**	
211 West Aspen Road		Flagstaff, Arizona 86001	

Property Address	City, State, Zip
City wide	Flagstaff, Arizona

Application Name:
Updates to Zoning Code – Residential Sustainable Building Standards

Zoning Code Text Amendment

Chapter Name and Number: Title 10 Flagstaff Zoning Code

Division Name and Number: Division 10-30.70: Residential Sustainable Building Standards and Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions

Section Name and Number: Multiple Sections of the Zoning Code, see draft Zoning Code Text Amendment

Additional Information:
The purpose of the proposed amendment is to amend the Residential Sustainable Building Standards and incentives of the Zoning Code to promote the use of electric appliances and Carbon Neutral development, and minimize land fill waste.

Planning Director Signature (required)	Date:	Representative Signature (If applicable)	Date:
	12·10·21		

For City Use

Date Filed:	File Number(s): PZ-21-00282	Fee Receipt Number:
P & Z Hearing Date:	Publication and Posting Date:	Amount:
Council Hearing Date:	Publication and Posting Date:	Date:
Received by:	Comments:	

RESIDENTIAL SUSTAINABLE BUILDING STANDARDS
ZONING CODE TEXT AMENDMENT
PUBLIC PARTICIPATION PLAN

December 19, 2021

I. PURPOSE

The primary purpose of this Zoning Code Text Amendment is to updates variety of miscellaneous Zoning Code Amendment to remove conflicts and simplify the requirements.

This Public Participation Plan will service as the guiding methodology to provide opportunities to the public to participate and provided public comments regarding the proposed Zoning Code Text Amendment.

IAP2 Spectrum of Public Participation Level: Inform

- Inform to provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions Consult to obtain public feedback on analysis, alternatives and/or decisions

II. FORUM(S), OPEN HOUSE(S) AND NON-REQUIRED WORK SESSION(S)

Opportunities for the public discussion and to provide comments on the proposed Zoning Code Text Amendment will be provided at a work session with the Sustainability Commission on January 27, 2022.

III. REQUIRED WORK SESSIONS AND PUBLIC HEARINGS

The Zoning Code's required Citizen Review work session with the Planning and Zoning Commission will be held at least 14 days prior to the Planning and Zoning Commission's public hearing to provide a recommendation to the City Council on the proposed Zoning Code Text Amendments. The required work sessions and public hearings are anticipated to be as follows:

- 01/26/2022 – Planning and Zoning Commission Required Work Session
- 02/09/2022 – Planning and Zoning Commission Public Hearing
- 02/15/2022 – City Council 1st Public Hearing
- 03/01/2022 – City Council 2nd Adoption

IV. METHODOLOGY OF PUBLIC NOTICE

Notification to property owner and public will be provided in several methods. These will include:

- First class mail post card notices will be sent to all individual, unless otherwise indicated hereinafter, on the interested parties/notification list on file with the Planning and Development Services a minimum of 15 days prior to any neighborhood meeting and public hearings. Note. Certain individuals on the referenced list requested to be notified via email, instead of First-class mail notice.

- Eighth-page ads in the Arizona Sun will be published at least 15 days prior to any required work sessions and public hearings.
- The City Council and Planning and Zoning Commission meeting and work session agendas that include this amendment will be posted at the City Hall and on the City website.

V. MODIFICATION TO THE PUBLIC PARTICIPATION PLAN

From time-to-time, the Public Participation Plan may be amended to add additional work sessions, open house meetings, public hearings, internet public comment opportunities, and associated dates and times. The Zoning Code Manager shall inform the Planning Director of such modifications, and update the plan accordingly. Modifications that eliminates a public comment opportunity from an approved plan shall require that the amended Public Participation Plan be reapproved by the Planning Director.

PLAN APPROVAL

x

Alaxandra Pucciarelli
Acting Planning Director

Residential Sustainable Building Standards Zoning Code Text Amendment

Narrative and Regional Conformance Analysis

Narrative

The purpose of Division 10-30.70: Residential Sustainable Building Standards is to incentivize the production of energy and resource-efficient residential buildings. Initially adopted in November 2011, the code provisions incentivized more efficient buildings. Two years later, the Regional Plan 2030 was ratified, including additional goals and policies advancing energy and resource-efficient buildings. The recent adoption of the Climate Action and Adaptation Plan and the Flagstaff Carbon Neutrality Plan have added goals and policies to minimize Flagstaff's environmental impacts. On June 23, 2020, the Flagstaff City Council unanimously declared a Climate Emergency. With the advancement of the City's goals and policies, the industry's technological and efficiency advancements, and the Climate Emergency declaration, the existing Zoning Code provisions have become dated. Therefore, it is necessary to update the above-referenced Division of the Zoning Code to continue promoting and incentivizing energy and resource-efficient residential buildings to achieve the City's most recent goals and policy objectives.

To assist in achieving the above-referenced goals and policies, multiple changes to the Zoning Code's Residential Sustainable Building Standards are proposed. Proposed provisions are being added, and several existing regulations are being deleted or modified. The most notable modification is the removal of the Home Energy Rating System (HERS) 50 energy efficiency density bonus incentive provisions. The HERS 50 provisions are being replaced with three energy efficiency development options which may be utilized to receive a density bonus. The three options are: 1) All-electric, Net Zero Energy Building; 2) All-electric, Energy-Efficient Building; and 3) An All-Electric Building that Earns Triple Certification for energy, water, and air quality. These proposed provisions are more aligned and assist in implementing the goals and policies of the Regional Plan 2030, Climate Action and Adaptation Plan, and the Flagstaff Carbon Neutrality Plan.

Regional Plan Conformance

The Regional Plan analysis supports the proposed Zoning Code Text Amendment as part of the required findings. The Regional Plan has 97 goals and over 300 policies, which sometimes conflict or are given different weight in decision making. The applicable policies are analyzed by chapter below. No conflicting policies were identified with the proposed amendment.

Chapter IV - Environmental Planning & Conservation

- Goal E&C.1. Proactively improve and maintain the region's air quality.
- Policy E&C.1.2. Pursue reduction of total emissions of high-priority pollutants from commercial and industrial sources and area wide smoke emissions.
- Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
- Policy E&C.2.1. Encourage the reduction of energy and material consumption.
- Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
- Policy E&C.2.3: Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
- Policy E&C.2.4: Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.
- Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

Chapter XIII – Neighborhoods, Housing, & Urban Conservation

- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy-efficient homes.

Chapter XIV - Economic Development

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

Chapter VI -Water Resources

- Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Chapter VII - Energy

- Goal E.1. Increase energy efficiency.
- Policy E.1.3. Empower all community members to make smarter energy choices through education and incentives.
- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
- Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation, b. Bicycles, c. Pedestrians.
- Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
- Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
- Policy E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.

Chapter XII - Public Buildings, Services, Facilities, & Safety

- Policy PF.1.7. Develop strategies and take meaningful steps towards extending the life of the landfill.

To assist in implementing the above referenced goals and policies, the proposed Zoning Code Text Amendment includes density incentives for developers that meet minimum standards in regard to water resource protection, transportation and air quality, waste reduction, and energy efficiency. The purpose of the incentive is to encourage developers to provide housing that supports the City goals and policies and provides options for Flagstaff residents to acquire dwellings constructed with energy and cost-efficient technology that conserves natural resources. The amendment requires energy-efficient developments that comply with one of the three options: 1) All-electric, Net Zero Energy Building; 2) All-electric, Energy-Efficient Building; and 3) An All-Electric Building that Earns Triple Certification for Energy, Water, and Air Quality. In addition, the proposed provision requires all developments to provide electric vehicle supply equipment or be located within ¼ mile of a permanent transit stop. To assist in implementing this policy, the existing waste reduction requirements have been revised to include a Material Management Plan and a Construction and Demolition Waste Management Plan. One of the primary objectives of including the proposed plans is to divert recyclable, reusable, and salvageable debris material from reaching the landfill. The landfill's life is extended by diverting these materials to be used for other purposes since they would not utilize landfill area.

Conformance with Applicable Specific Plans - High Occupancy Housing

Goal 9 of the High Occupancy Housing Specific Plan is to “Promote affordability and sustainability incentives.” The policies under this goal are about creating more effective incentives for sustainability

and affordability that expand their use in the context of High Occupancy Housing construction. This Zoning Code amendment addresses that policy by stating that "The bonus density, including the bedrooms of these dwelling units, shall not be included in the calculations for determining if a development is considered a High Occupancy Housing Development." The amendment sets the standard for receiving a sustainability bonus at a level that is higher than the existing building code, which was another issue identified in the High Occupancy Housing Specific Plan

Climate Action and Adaption Plan and Flagstaff Carbon Neutrality Plan

The incentive furthers the following goals and strategies of the Carbon Neutrality Plan:

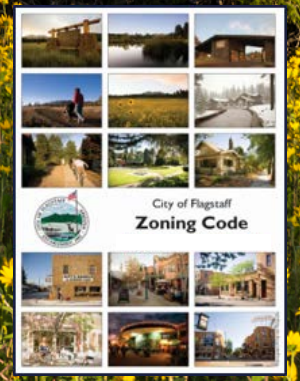
The proposed amendment incorporates several all-electric provisions that are aimed at minimizing the release of carbon-based pollutants and reducing the total emission of a development. The provisions include efficient energy, water, and air quality compliance certifications, which assist in reducing buildings' energy consumption. Also, the proposed provisions include requirements to reuse and recycle eligible materials and the installation of electric vehicle supply equipment. In addition, multiple-family developments are required to be within ¼ mile of a permanent transit stop, which assists in promoting more efficient transportation modes. Together, the proposed provision strengthens climate resiliency, minimizes greenhouse gas emissions, and assists Flagstaff in achieving carbon neutrality. Furthermore, the proposed modification will assist in promoting and contributing to Flagstaff's quality of life that its existing and future residents and businesses seek.

Amendment to Zoning Code Section 10-30.070 Residential Sustainable Building Standards

PZ-21-00282

Tiffany Antol, AICP
Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Amend the Zoning Code to

- **Remove the Home Energy Rating System (HERS) 50 energy efficiency standard and replace with all-electric energy efficient buildings and builds that are constructed to comply with the U.S. Environmental Protection Agency's Energy Star, WaterSense, and/or Indoor airPlus certifications;**
- **Incorporate Electric Vehicle Supply Equipment provisions;**
- **Revise waste reduction requirements; and**
- **Allow the Planning Director to enter into an agreement with property owners that comply with these standards to increase their maximum residential density by 25%.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Purpose 10-30.70.010

- **The purpose has been updated to remove references to the HERS 50 standard and align it with the proposed revisions that are intended to foster the production of energy and resource-efficient residential buildings.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Density Bonus (Section10-30.70.030)

- **The provisions have been modified to require that an entire development complies with the proposed minimum standards in order to achieve the 25% density increase.**
- **Table10-30.70.030.A: Percentage of Housing units Meeting HERS 50 and Corresponding Density Bonus has been deleted.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Minimum Standards (Section 10-30.70.040)

- **Water Resource Protection provisions updated to include all buildings within a residential development.**
- **Transportation and Air Quality provisions require a development to be located within ¼ mile of a transit stop or accommodate electric vehicle charging.**
- **Waste Reduction and Management provisions have been revised to incorporate a Materials Management Plan and a Construction and Demolition Waste Management Plan.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Minimum Standards (Section 10-30.70.040)

- **Energy Efficiency provisions now include three options in place of the former HERS 50 standards. A developer may choose any one of these options to satisfy the code requirements.**
  1. **All-electric, Zero Energy Building;**
  2. **All-electric, Energy-Efficient Building; and**
  3. **All-electric Building that earns Triple Certification for Energy, Water, and Air-Quality**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Residential Sustainable Building Agreement (Section10-30.70.050)

- **The provisions of this section have been updated to allow the Planning Director to enter into an agreement with a property owner to comply with the program requirements to obtain a density bonus.**

Residential Sustainable Building Standards

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment: Definitions "E" (Section 10-80.20.050)

- **The definitions have been updated to include the terms Electric Vehicle Supply Equipment (EVSE), which is the equipment necessary to transfer energy between the premises wiring and an Electric Vehicle.**

Residential Sustainable Building Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

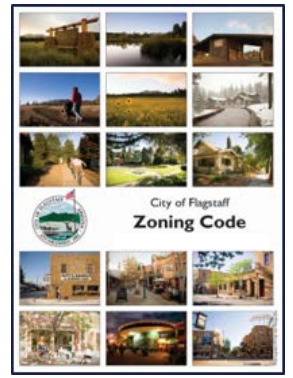
(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Residential Sustainable Building Standards

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jared Tolman, Library Director
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-04: A resolution approving an Intergovernmental Agreement between the Town of Tusayan and the City of Flagstaff for Grand Canyon Community Library services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-04 by title only
2) City Clerk reads Resolution No. 2022-04 by title only (if approved above)
3) Adopt Resolution No. 2022-04

Executive Summary:

In September 2021, the City of Tusayan approached the Grand Canyon Community Library and asked if the library could provide the City of Tusayan with some library services. Because the Grand Canyon Community Library is a branch and operated by the Flagstaff City - Coconino County Public library system and funded by County funds, an IGA is being entered into between the City of Flagstaff and the City of Tusayan.

The IGA agreement between the two cities will go as follows. The City of Tusayan will be invoiced for the cost of having a library staff person from the Grand Canyon Community Library come out once a week to provide library services. This staff person will bring library items that have been placed on hold by Tusayan community members. The staff person will also bring additional library items that visiting patrons could check out.

Additional services that will be provided are children's storytime library programs, performances, special events. Along with these services, library staff will give computer assistance and help with reference questions and direct patrons to desired databases that will help them find needed resources. Once, every other month, the library will also provide Spanish speaking assistance and services.

This IGA is scheduled to last until the end of the fiscal year. At this point, the library and City of Tusayan will look at the statistics provided by this service to determine if there is enough reason to have this service continue and eventually join the County Library IGA permanently.

Financial Impact:

There will be no additional financial impact from this IGA. The City of Tusayan will be invoiced for library services provided, and that funding will cover this service.

Policy Impact:

This IGA will not impact any city or library policy. Rather, entering into this IGA, the Library will better meet its mission and vision statements.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, & civic engagement
- Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
- Support diverse employment opportunities that provide residents with a living wage

Has There Been Previous Council Decision on This:

No.

Attachments: Res. 2022-04
Library IGA with Tusayan
Presentation

RESOLUTION NO. 2022-04

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF TUSAYAN AND THE CITY OF FLAGSTAFF FOR GRAND CANYON COMMUNITY LIBRARY SERVICES

RECITALS:

WHEREAS, the Town of Tusayan and the City of Flagstaff desire to enter into an intergovernmental agreement for Grand Canyon Community Library services; and

WHEREAS, the Grand Canyon Community Library is a branch library of the Coconino County Free Library District and is located within Grand Canyon Village near the Town of Tusayan; and

WHEREAS, the City of Flagstaff serves as the fiscal agent and operates the Grand Canyon Community Library pursuant to an Intergovernmental Agreement with the Coconino County Free Library District and other municipalities dated January 23, 2018 ("the District IGA"); and

WHEREAS, in the future, the Town of Tusayan may desire to expand the scope of library services provided within Tusayan or consider joining the District IGA.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Town of Tusayan and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 15th day of February, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:

IGA Between the Town of Tusayan and the City of Flagstaff for Library Services

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF TUSAYAN AND THE CITY OF FLAGSTAFF
FOR LIBRARY SERVICES

This Intergovernmental Agreement is entered into this _____ day of _____, 2022 by and between the Town of Tusayan, a political subdivision of the state of Arizona ("Town"), and the City of Flagstaff, a political subdivision of the state of Arizona ("City").

RECITALS

A. The Grand Canyon Community Library is a branch library of the Coconino County Free Library District ("Library"), and is located within Grand Canyon Village, near the Town of Tusayan;

B. The Town of Tusayan desires to offer library services in Town Hall on a temporary basis in order to gauge the community benefit for having such readily available services;

C. The City of Flagstaff serves as fiscal agent and operates the Library pursuant to an Intergovernmental Agreement with the Coconino County Free Library District and other municipalities dated January 23, 2018 ("the District IGA");

D. In the future, the Town may desire to expand the scope of library services provided within the Town, or consider joining the District IGA;

NOW, THEREFORE, in consideration of the mutual promises contained within this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. **Purpose**

The purpose of this Agreement is to make Grand Canyon Community Library services more available to the Town of Tusayan.

2. **Town of Tusayan Responsibilities**

1.1 The Town will cooperate with the Library in good faith to facilitate the provision of library services;

1.2 The Town will provide the Library with space to provide library services within Town Hall, located at 845 Mustang Dr., Tusayan, Arizona, during the hours of 10:30 a.m. to 4:00 p.m., every Friday, except for Town Holidays ("Library Hours"). During the Library Hours, Town will provide the following:

a. A storage space for Library materials (Library will remove materials at the conclusion of Library Hours and return them to the Grand Canyon Community Library);
b. A public computer for use by patrons, along with information technology ("IT") support services;

c. A work space for the Library Clerk;
d. A meeting place for patrons, suitable for offering children's programs, book readings, storytelling, performances, special events, and any other approved programs (collectively "Library Programs");
e. Restroom facilities;
f. A designated Town Representative to assist Library with scheduling Library Programs.

3. **Grand Canyon Community Library Responsibilities**

3.1 The Library will cooperate with Town in good faith to provide library services desired by Town.

3.2 During Library Hours, the Library will provide:

a. A self-help law library and digital library services;
b. Library Programs as Library determines is appropriate, after consultation with the Town Representative;
c. Library Clerk able to answer questions and help Town patrons. The Library Clerk will be entitled to a 30-minute paid break during the Library Hours for personal needs.
d. English as a Second Language ("ESL") and General Education ("GED") services.
e. At least twice a month, the Library shall provide a Library employee who is able to communicate with Town patrons and transact Library services using the Spanish language. It is anticipated that a Flagstaff Downtown Library employee will provide these Spanish language services to Town patrons, via telephone and/or internet.

4. **Compensation**

4.1 The Town agrees to pay to the City an amount not to exceed $2,500.00 for library services for the initial term.

4.2 City/ Library will invoice the Town for the cost of provision of the temporary Library Clerk at that employee's regular hourly rate of pay as follows: Grand Canyon Library Clerk, $15.50 per hour; Flagstaff Library Clerk, $18.53 per hour.

5. **Term**

This Agreement commences on Friday, February 25, 2022 and continues through June 30, 2022. Upon conclusion of the term, each party will retain ownership of its own property.

6. **Renewal**

This Agreement may be renewed upon mutual agreement of the parties, for up to four (4) six-month renewal terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Flagstaff

Mayor Paul Deasy
Date: _____

Attest:

Stacy Saltzburg, City Clerk

Town of Tusayan

Charlie Gail Hendrix, Town Manager
Date: _____

Attest:

Logan Keel

Logan Keel, Town Clerk

Attorney Approval

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and with the powers and with the powers and authority granted under the laws of this State.

Attorney for the City

Aaron D. Arnson Digitally signed by Aaron D. Arnson Date: 2022.02.14 09:04:19 -07'00'

Attorney for the Town

Library Director
For the Coconino County Free Library District

Approved, as falling within the scope of operations of the Grand Canyon Community Library.

Library Director

City of Tusayan and City of Flagstaff Library Service IGA

The city of Tusayan reached out to our Grand Canyon Library and asked if they could provide library services once a week. To determine if there is enough of a library need for the City of Tusayan to be included in the County Library IGA; the City of Flagstaff and the City Of Tusayan are entering into an IGA agreement to provide library services until the end of June, with a possible renewal for another year.

The City of Tusayan has agreed to cover the cost of staff-time, so there will be no additional funding needed by the library or the City of Flagstaff to provide this service until June.

The library will keep statistics regarding library services provided and library patron use in Tusayan during that time. This way, the City of Tusayan can determine if they feel there is enough demand to include library services for their community. This will also provide statistics to the County Board of Supervisors if the conversation moves towards having the City of Tusayan included in the County Library IGA 2023.

The library services that will be provided are:

Flagstaff City – Coconino County Public Library

City of Tusayan and City of Flagstaff Library Service IGA

- **Courier service of library materials to Tusayan**
- **Community members will be able to pick up items placed on hold**
- **Check out library materials**
- **Assistance with computer services**
- **Spanish Speaking Services**
- **Children’s story-time**
- **Library Programs**
- **Reference questions help**
- **GED Prep**
- **Job/Resume help**
- **Library Database assistance**

City of Tusayan and City of Flagstaff Library Service IGA

Questions

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration Resolution No. 2022-06: A resolution of the Flagstaff City Council of the City of Flagstaff, Arizona, a Municipal Corporation of Arizona, to authorize the application for Clean Water State Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-06 by title only
2) City Clerk reads Resolution No. 2022-06 by title only (if approved above)
3) Adopt Resolution No. 2022-06

Executive Summary:

This resolution is required to authorize the submittal of a loan application to the Water Infrastructure Finance Authority (WIFA) of Arizona. The City is requesting a loan from the Clean Water State Revolving Fund to support our Stormwater Fund for an amount not to exceed $20 Million. Upon approval of this Resolution, the Management Services Director will begin processing the loan for submittal. This resolution does not authorize the final issuing of the loan, just the application, and staff will return in the coming months to seek Council approval of an Ordinance to authorize the debt with WIFA of Arizona.

Financial Impact:

The City has been planning on issuing debt financing to support our Stormwater Fund. In the Stormwater 5-year plan we currently have $36 Million in debt financing planned. This is the first debt issuance for the Stormwater Fund. Debt service costs are also planned as part of the 5-year plan. This loan will be repaid with Stormwater Fund revenues.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovated Infrastructure
Safe and Healthy Community
High Performing Governance

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Regional Plan

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- Approve the Resolution to submit a loan application to WIFA of Arizona.
- Do not approve the Resolution and provide direction to staff for managing the $20 Million financial needs of the Stormwater Fund.

Background/History:

Water Infrastructure Finance Authority (WIFA) of Arizona provides funding to Arizona communities through the Clean Water and Drinking Water revolving loan programs, to help Arizona communities construct and maintain their wastewater and drinking water infrastructure. The Clean Water State Revolving Fund (CWSRF) program is a federal-state partnership. WIFA is the administrator for Arizona's CWSRF program, providing communities a permanent, independent source of low-cost financing for a wide range of water quality infrastructure projects.

Per State of Arizona Statutes, cities with a population less than 100,000 must obtain approval by resolution of the governing body. This resolution satisfies this requirement to start the loan application process.

The City has partnered with the Water Infrastructure Finance Authority (WIFA) of Arizona for loans to support our Water, Wastewater and Forest Health projects. Currently we have seven loans in active status.

Attachments: Res. 2022-06

RESOLUTION NO. 2022-06

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, OF THE CITY OF FLAGSTAFF, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

RECITALS:

WHEREAS, the City of Flagstaff, Arizona, has identified a need for a stormwater capital improvement project; and

WHEREAS, pursuant to Sections 9-521 through 540, Arizona Revised Statutes, and specifically Section 9-571, Arizona Revised Statutes, such city may obligate the revenues generated by its utility system to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, such city certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of such city to pursue and apply for financial assistance from WIFA of an amount not to exceed $20,000,000 for such stormwater project; and

WHEREAS, the population of such city at the time of this request is less than 150,000, which meets the requirement under Section 9-571, Arizona Revised Statutes.

ENACTMENTS:

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

SECTION 1. The Management Services Director of such city is hereby authorized to apply for CWSRF financial assistance from WIFA.

SECTION 2. The Management Services Director of such city is authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $20,000,000 payable from revenues of the utility system.

SECTION 3. All actions of the officers and agents of such city which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such city are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such city as may be necessary to carry out the terms and intent of this resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of February, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

13. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Steve Camp, Regulatory Compliance Section Manager
Date:	11/17/2021
Meeting Date:	02/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-07: A resolution to adopt amendments to the Enforcement Response Plan (ERP) that covers the Pretreatment, Stormwater and Cross Connection programs.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-07 by title only
2) City Clerk reads Resolution No. 2022-07 by title only (if approved above)
3) Adopt Resolution No. 2022-07

Executive Summary:

The Water Services Enforcement Response Plan (ERP) adopted by Council has been extremely effective in outlining the expectations of staff and our regulated customers. The plan covers the Pretreatment, Stormwater and Cross Connection programs and was adopted by resolution in December 2018.

We currently have no requirement for operators to upload testing information to our database within 5 days, as directed by City Code. Each backflow device is required to be tested annually. Water customers with a backflow device typically contract with a backflow tester to have their device tested. The device is tested within the one-year period and the customer has done their part to comply with the City Code. However, if the tester does not enter the data into our database within five days and the one-year period has expired, Industrial Pretreatment ends up issuing warning letters to water customers. Water Services Regulatory Compliance should have the option of issuing warning letters to the backflow testers for not entering the data within five days. This keeps our backflow testers honest and provides a level playing field for the testers that upload data within five days.

Therefore, it is recommended that the City Council adopt this resolution to amend the Water Services Enforcement Response Plan by adding the following language: "Require that the tester shall provide a copy of the test report to the customer and to the City of Flagstaff Industrial Pretreatment Section within five (5) working days from the date of the test and shall maintain a copy for their records for at least three (3) years." This resolution and amendment will allow the proper enforcement of the ERP by allowing Water Services to issue a warning letter to the backflow tester, rather than the business for failing to submit the results of testing.

The proposed change was presented to the Flagstaff Water Commission in October, 2021.

Please note, the only change to the existing Enforcement Response Plan is located in Section V (8) which is notated in red capital letters on page 6 of the Plan.

Financial Impact:

There is no cost associated with this change.

Policy Impact:

This will simply add language to the Enforcement Response Plan allowing Water Services to issue warning letters to backflow testers, rather than business owners.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Protect the safety, health and welfare of the City of Flagstaff by ensuring compliance with City Code.

Has There Been Previous Council Decision on This:

The Enforcement Response Plan was adopted by resolution in December 2018.

Options and Alternatives:

The options are to approve the Resolution adopting to amendment to the ERP, or refrain from doing so which will result in the continued issuance of warning letters and violations to the business or property owner, rather than the backflow assembly tester.

Background/History:

Water Services has been issuing warning letters to businesses rather than backflow testers when an assembly has been tested and the data has not been uploaded to Water Services. The business is trying to meet City Code, but the tester has not met City Code. This resolution and amendment will allow Water Services to notify the tester of the tester's failure to meet City Code.

Community Benefits and Considerations:

A business that contracts with a tester to test a backflow assembly complies with City Code. If the tester does not upload or submit the results to Water Services, the business is issued a Warning Letter. This resolution and amendment puts the burden of uploading testing requirements to the tester rather than the business.

Community Involvement:

Presented to the Flagstaff Water Commission in October, 2021.

Attachments: Res. 2022-07
Enforcement Response Plan

RESOLUTION NO. 2022-07

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING AN AMENDMENT TO THE *FLAGSTAFF WATER SERVICES ENFORCEMENT RESPONSE* FOR THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, in 2018 the City Council for the City of Flagstaff adopted the Water Services Enforcement Response Plan; and

WHEREAS, from time to time, amendments to the *Flagstaff Water Services Enforcement Response Plan* will be necessary to maintain it up-to-date and to address any needs to better facilitate enforcement of the same; and

WHEREAS in October, 2021 the City of Flagstaff Water Commission recommended that an amendment be made to the *Flagstaff Water Services Enforcement Response Plan;* and

WHEREAS, the Water Services Division recommends Council adoption of the of an amendment to the *Flagstaff Water Services Enforcement Response Plan; and*

WHEREAS, staff for the Water Services Division has prepared a draft of the amendment to the *Flagstaff Water Services Enforcement Response Plan* as shown in all capital letters in the attached Exhibit A; and

WHEREAS, the City Council has reviewed the recommendations of the Water Commission and the Water Services Division regarding the amendment of *Flagstaff Water Services Enforcement Response Plan*; and

WHEREAS, a *Flagstaff Water Services Enforcement Response Plan* which is up-to-date allows for more precise and effective enforcement of regulations which promote the safety, health and welfare of residents of the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. The amended *Flagstaff Water Services Enforcement Response Plan* attached hereto and hereby incorporated herein is hereby adopted.

SECTION 2. The Water Services Division and the City Clerk are authorized and directed to edit and correct clerical errors or typographical and/or grammatical errors of wording and punctuation.

This resolution 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 15th day of February, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Flagstaff Water Services Enforcement Response Plan

City of Flagstaff

Water Services Division

Enforcement Response Plan

2018

Table of Contents

Contents

I. PURPOSE 1
III. DEFINITIONS 2
IV. DESCRIPTION OF ENFORCEMENT ACTIONS 4
V. CROSS CONNECTION CONTROL: ENFORCEMENT RESPONSE 6
VI. PRETREATMENT: ENFORCEMENT RESPONSE 7
VII. STORMWATER: ENFORCEMENT RESPONSE 8
VIII. POINTS ASSESSMENT CRITERIA 10
IX. ADMINISTRATIVE FINE SCHEDULE 11
TABLE A 11
TABLE B 12

I. PURPOSE

The ERP is intended to enforce the Flagstaff City Code in an equitable and consistent manner as follows:

- To ensure compliance with Title 7, Chapter 1; Title 7, Chapter 2; Title 7, Chapter 3; and Title 12, Chapter 3 of City Code and the Small Municipal Separate Storm Sewer System (MS4) General Permit and to protect public health and safety;
- To provide guidance in enforcement responses that are appropriate to the nature and severity of the violation;
- To establish guidelines that encourage fair and uniform application of enforcement responses to varying types of violations;
- To describe the mechanism to review the appropriateness of responses; and
- Assign points to violations based on their nature and severity for which administrative penalties will be assessed.

II. LEGAL AUTHORITY

This Enforcement Response Plan (ERP) specifies how the City of Flagstaff ("City") will investigate and respond to instances of noncompliance with the following Articles of the Flagstaff City Code:

Title 7, Chapter 1:	Water Services
Title 7, Chapter 2:	Wastewater Regulations
Title 7, Chapter 3:	City Water System Regulations
Title 12, Chapter 3:	Illicit Discharge Detection and Elimination

This ERP was developed in accordance with 40 CFR Section 403.8(f)(5); Flagstaff City Code, Title 7, Chapter 1, Water Services; Title 12, Chapter 3, Illicit Discharge Detection and Elimination and with the requirements of AZPDES General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) to Water of The United States, Permit No. AZG2016-002.

III. DEFINITIONS

In this Enforcement Response Plan, the following words and phrases shall have the following meanings, unless the context otherwise requires:

AO or Administrative Order: A consent order, a compliance order, or a cease and desist order issued by the City of Flagstaff.

ADEQ: Arizona Department of Environmental Quality.

ARS: Arizona Revised Statutes.

***AZPDES*:** Arizona Pollutant Discharge Elimination System.

BMP: Best Management Practices.

Administrative Enforcement: Legal, independently enforceable orders issued directly by Flagstaff officials that define the violation, provide evidence of the violation, impose Administrative Fines and/or require the RP to take corrective action within a specified time period.

Administrative Fine: Civil penalty assessed through Administrative Enforcement.

CFR: Code of Federal Regulations.

Due Date: Date by which report or action is to be completed.

EPA: U.S. Environmental Protection Agency.

Harm Caused: POTW process upset/inhibition/disruption of normal operation and/or adverse change in POTW effluent, adverse change in POTW sludge (bio-solids) characteristics/concentrations; a discharge into the MS4 which results in a violation of the AZPDES Stormwater Permit; and/or adverse impact on the environment.

IDDE: Illicit Discharge Detection and Elimination.

MS4: Municipal Separate Storm Sewer System

NOV: Notice of Violation *or* Notification of Violation issued to the responsible property and/or business owner.

Person: An individual, corporation, entity, or organization.

POTW: Publicly Owned Treatment Works.

RP: Responsible Party; the owner and/or operator of the property where a violation occurs.

Show Cause Hearing: A formal meeting requiring the RP to appear, explain noncompliance, a show cause why more severe enforcement actions against the RP should not go forward. The meeting may also serve as a forum to discuss corrective action and compliance schedules

SNC or Significant Non-Compliance: (a) In order to comply with the public participation requirements of 40 CFR Part 25 in the enforcement of National Pretreatment Standards, for nondomestic users permitted to discharge wastewater, the definition of significant non-compliance shall have the same meaning as set forth by 40 CFR 403.8(f)(2)(viii) and Section 7-02-001-0020 of the Flagstaff City Code; (b) For Violations of Title 12, Chapter 3, Illicit Discharge Detection and Elimination; and Title 7, Chapter 02, Wastewater Regulations, the RP shall be determined to be in SNC if the RP accumulates four or more points at any time during the previous six (6) months preceding the end of a quarter.

Significant Violation: A Significant Violation is defined as a violation with an assessed value of 4 points as defined in Section IX of this ERP.

SWPPP: Stormwater Pollution Prevention Plan

WL: Warning Letter.

Violation: Non-compliance with the Flagstaff City Code.

IV. DESCRIPTION OF ENFORCEMENT ACTIONS

The following criteria will be considered when determining enforcement:

- Type of violation: minor, significant
- Severity of the violation: the duration, quality, and quantity of pollutants, and effect on public safety and the environment
- Apparent good faith of the site operator
- The potential deterrent value of the enforcement action

INFORMAL NOTICE

1. **Inspection Report**

   Responsible City Authority – Pretreatment Inspector or Watershed Specialist Timeframe – At time of inspection or within a maximum of five (5) business days of inspection

   An Inspection Report is prepared by the Pretreatment Inspector or Watershed Specialist after a site visit. The report can include recommendations and education materials to address minor issues, before they become violations, as deemed necessary by the inspector. Educational handouts and additional documented verbal instructions may be provided with the Inspection Report.

2. **Warning Letter**

   Responsible City Authority – Pretreatment Inspector or Watershed Specialist

   Timeframe – At time of inspection or within a maximum of five (5) business days of inspection

   The Warning Letter is the initial documentation to address minor violations. A Warning Letter may be issued by the inspector to the on-site representative at the time of the inspection or can be used after the inspection to follow-up on minor issued addressed in the Inspection Report. No enforcement action is typically taken if the issues listed in the Warning Letter are corrected immediately or within a timeframe deemed appropriate by the inspector.

ESCALATING ENFORCEMENT

1. **Notice of Violation or Corrective Action**

   Responsible City Authority – Regulatory Compliance Manager or Stormwater Manager

   Timeframe – Decision to issue within 10 business days of discovery

   A written NOV or Corrective Action may be issued if the RP fails to comply with a Warning Letter or if there is a significant violation of City Code. The NOV or Corrective Action will include a written notice on specific violations to City Code and include a timeline for correction. If the RP has corrected the violation(s) in the timeframe specified in the NOV or Corrective Action the NOV or Corrective Action will be closed. Enforcement response will be escalated if the RP has not been in contact with Flagstaff Water Services to develop an alternative, mutually acceptable plan to reach compliance or if the NOV or Corrective Action conditions have not been met. Closure of an NOV or Corrective Action shall not preclude the City from taking further enforcement action if additional information regarding the alleged violations is discovered, or if further violations occur.

2. **Administrative Order**

   Responsible City Authority – Water Services Director

   An Administrative Order is an enforcement document to direct the RP to undertake and/or cease specified activities by specified deadlines. The Administrative Order may incorporate a Cease and Desist or Stop Work Order, revocation of City issued permit, or a Show Cause Hearing. At its sole discretion, the City may also correct the deficiency or hire a contractor to correct the deficiency and require reimbursement from the RP to the City for all costs incurred in correcting the violation. The City may also assess an Administrative Fine or Civil Penalty in the Administrative Order for instances of continued noncompliance as directed in this ERP.

3. **Administrative Fines/Civil Penalties**

   Responsible City Authority – Water Services Director

   Civil penalties are punitive monetary charges assessed by the City rather than a court. The purpose of the penalty is to recover the economic benefit of noncompliance and to deter future violations. When assessing a civil penalty, the following factors are considered:

   a. Type and severity of the violation
   b. Number of violations cited
   c. Duration of noncompliance
   d. Impact of the violation on the receiving water, sludge quality, and POTW operation
   e. Whether the violation threatened public health
   f. Economic benefit or savings the RP gained from the noncompliance
   g. Compliance history of the RP
   h. Whether the RP is making a good faith effort to comply

4. **Civil Litigation**

   Responsible City Authority – City Attorney

   Civil litigation is the formal process whereby the City files a lawsuit against the RP to secure court ordered action to correct violations and to secure penalties for the violations including recovery of costs for the noncompliance. Civil litigation also includes enforcement measures which require involvement or approval of the court, such as injunctive relief.

In emergency situations caused by violations, including imminent danger to the public health, safety, or welfare, and endangerment to City personnel or the environment, the Stormwater Manager or Regulatory Compliance Manager may escalate directly to a NOV, and recommend to the Water Services Director to go directly to an Administrative Order or Civil Litigation Action. Any violations deemed as significant will be published in the largest local newspaper, in accordance with City Code.

V. CROSS CONNECTION CONTROL: ENFORCEMENT RESPONSE

Investigation of noncompliance will be conducted by the Industrial Pretreatment Inspectors and/or the Industrial Pretreatment Supervisor. The methods used to investigate and to determine noncompliance may include, but are not limited to:

1. Respond to complaints received from the public;
2. On-site inspections of the nondomestic user, including scheduled and unscheduled visits;
3. Scheduled and unscheduled testing of nondomestic users' backflow assemblies;
4. Maintain database of City approved certified backflow testers;
5. Conduct surveillance of testers to verify test procedures are being followed;
6. Review water purchase records and use of water of nondomestic users;
7. Review backflow assembly test results.
8. REQUIRE THAT THE TESTER SHALL PROVIDE A COPY OF THE TEST REPORT TO THE CUSTOMER AND TO THE CITY OF FLAGSTAFF INDUSTRIAL PRETREATMENT SECTION WITHIN FIVE (5) WORKING DAYS FROM THE DATE OF THE TEST AND SHALL MAINTAIN A COPY FOR THEIR RECORDS FOR AT LEAST THREE (3) YEARS.

The City will respond to inspections and violations of Title 7, Chapter 3, Section 001-0015, as follows:

1. Inspection Report
   a. Contact by inspector;
   b. Provide educational material of BMPs and Flagstaff City Code requirements and/or prohibitions;
2. Warning letter;
3. NOV;
4. Administrative Orders;
5. Administrative Fines;
6. Civil enforcement action, including injunctive relief and criminal prosecution.

VI. PRETREATMENT: ENFORCEMENT RESPONSE

The City will respond to violations of Title 7, Chapters 1, 2 and 3, as follows:

1. Inspection Report (7-02-001-0016)
   a. Contact by inspector;
   b. Provide educational material of BMP and Flagstaff City Code requirements and/or prohibitions;
2. Warning letter;
3. NOV (7-01-001-0012);
4. Administrative Orders (7-01-001-0013), which may include:
   a. Modification of wastewater discharge permits;
   b. Affirmative obligations, such as increased monitoring;
   c. Prohibited actions or obligations to cease and desist;
   d. Suspension of access to the City Collection System (7-02-001-0021);
   e. Revocation of permit (7-01-001-0012.E);
5. Administrative Fines (7-01-001-0018);
6. Civil enforcement action, including injunctive relief and criminal prosecution (7- 01-001-0019).

VII. STORMWATER: ENFORCEMENT RESPONSE

The City will use City Code, permits, and penalties to enforce stormwater violations. The City has separated stormwater into four general categories for violations: construction sites; illicit discharges or connections to the City's MS4; grading/drainage; and post-construction. Potential RPs for violations include property owners, contractors, developers, businesses, industries, private citizens, and other governmental agencies. The general categories for stormwater violations are:

1. **Construction Site Stormwater Control**
   Developers and contractors working in the City are required to obtain all required permits and adhere to City development processes. Under the Small MS4 General Permit, the City is required to assure all construction sites control and contain sediment and construction site materials, debris, and wastes on the construction site using stormwater control measures or BMPs, as applicable. Construction sites that disturb over one acre, as well construction sites under one acre that construction activity is part of a larger common plan of development or sale that would disturb one acre or more, are required to submit an Erosion Control Plan (ECP) that outlines which types of BMPs will be installed and where. These sites are required to install their BMPs and have the Watershed Specialist or Stormwater Project Manager inspect and approve the site prior to earthwork commencing; and must maintain BMPs through the life of the project.

2. **Illicit Discharges/Illicit Connections**
   City Code prohibits the discharge of contaminated stormwater, wastes, or wastewater to enter storm drains or receiving waters through illicit discharges or illegal connections to the storm sewer system. The purpose of this is to provide for public health and safety as required under federal and state law. An illicit discharge is defined as any discharge to a MS4 that is not composed entirely of stormwater, with the exception of allowable non-stormwater discharges and separately permitted discharges. Illicit connections are defined as any man-made conveyance that connects an illicit discharge directly to the MS4. The City is required to implement a program to minimize, detect, investigate, and eliminate illicit discharges and connections, including unauthorized non-stormwater discharges and spills, into the MS4 system.

3. **Grading/Drainage Violations**
   There are stormwater requirements for new development and redevelopment projects. Depending upon the stormwater requirements for a specific project, volume and peak flow controls must be installed prior to increasing horizontal impervious surface on a site. These projects are required to have a Rough Grading Certification signed by the Engineer of Record, Grading Contractor, Geotechnical Engineer, and Surveyor, as applicable and approved by the City prior to installing impervious surface on a site. The certification affirms that rough grading substantially performs in accordance with the approved grading plan and that the SWPPP and/or ECP measures are in place per the approved plans. Work observed includes but is not limited to: all disturbed areas, locations that will be paved; cut and fill slopes; channels, swales, Low Impact Development (LID) features, terraces, berms, all drainage facilities as indicated on the plan(s), detention basins including the completed associated outlet structure(s). Projects are also required to submit, and have approved by

the City, a Final Grading Certificate and As-Built Plans prior to receiving Certificate of Occupancy.

4. **Post-Construction Best Management Practices (BMPs)/Facilities**
   The City of Flagstaff Stormwater Design Manual requires detention LID to mitigate stormwater impacts from new development and redevelopment based on certain criteria. Per the Stormwater Design Manual: "Maintenance of local on-site detention facilities shall be the responsibility of the property owner or homeowner's association. The City shall reserve the right to periodically inspect any detention facilities to verify that regular maintenance activities are being performed."

The City will respond to inspections and violations of Title 12, Chapter 03, as follows:

1. Inspection Report:
   a. Contact by Watershed Specialist and/or Stormwater Project Manager;
   b. Provide educational material of BMP and Flagstaff City Code requirements and/or prohibitions;
2. Warning letter;
3. Corrective Action Letter;
4. Issuance of Administrative Order, which may include:
   a. Cease and Desist or Stop Work Order (SWO);
   b. Any means necessary to abate an incident to protect the public health, safety or the environment and charging all costs of such abatement to the violator;
   c. Written order to immediately remove pollutant or pollutant source or potential pollutant sources from MS4 and to restore City of Flagstaff property to conditions acceptable to the Water Services Director or his delegated representative;
   d. Affirmative obligations; i.e., increased sweeping or track out pad maintenance,
5. Administrative Fines;

VIII. POINTS ASSESSMENT CRITERIA

INTRODUCTION

In order to apply enforcement in an equitable and consistent manner, violation points have been developed for each classification of violation, minor or significant as determined by the Inspector or Watershed Specialist. (See Table B.) Points for violations have been assigned depending upon the severity of the violation; the potential for environmental, public, or employee harm; or facility damage that may result from a violation, and the cost of the violation to the City and its operations. Each violation by an RP shall result in points being assigned to that RP.

When an RP's total points in any two consecutive quarters equals or exceeds 4.0 points, Administrative Fines will be assessed against the RP. The fines will be assessed in the amounts specified on Table A.

ASSESSMENT OF POINTS

1. When violations are discovered, the assessed points shall be applied to the RP.
2. Significant Non-Compliance is calculated at the end of every quarter for the six (6) months preceding the end of the quarter:

Compliance Review Date(s)	Period of Review
April	October 1 of previous year through March 31 of current year
July	January 1 through June 30 of current year
October	April 1 through September 30 of current year
January	July 1 through December 31 of previous year

3. When the total number of points equals or exceeds four (4) points in one quarter and equals or exceeds four (4) points in a consecutive quarter, the Water Services Director or his delegated representative shall assess Administrative Fines or Civil Penalties consistent with this ERP and determine other appropriate enforcement actions which may include revocation of the Permit, if applicable; publication of those in significant noncompliance; and/or termination of service or cease and desist orders.
4. If a permit or property is conveyed, points associated with that permit or property do not convey to the new permit holder or owner unless the new holder/owner is related to the previous holder/owner or unless it appears that the conveyance is an attempt to avoid enforcement.
5. A single operational upset or activity, which leads to simultaneous violations of more than one pollutant parameter, may be treated as a single violation for point assessment, provided there is no Harm Caused.

IX. ADMINISTRATIVE FINE SCHEDULE

ADMINISTRATIVE FINES FOR POINTS ASSESSED

As a result of significant noncompliance (SNC) determined by the Stormwater Manager or Regulatory Compliance Manager, when an RP is assessed four (4) or more points in one quarter and assessed four (4) or more points during any consecutive quarter, the Water Services Director in conjunction with the City Attorney will assess an Administrative Fine with a base value of $2500.

In addition to the base Administrative Fine, each quarter (0.25) point assessed in excess of 4 points shall be assigned a value of $156.25. For each quarter point, the following values will be applied:

TABLE A

0.25	0.50	0.75	1.0	1.25	1.50	1.75	2.0
$156.25	$312.50	$468.75	$625.00	$781.25	$937.50	$1,093.75	$1,250.00
2.25	2.50	2.75	3.0	3.25	3.50	3.75	4.0
$1,406.25	$1,562.50	$1,718.75	$1,875.00	$2,031.25	$2,187.50	$2,343.75	$2,500.00

Following an SNC and the imposition of the base fine, each subsequent violation during the same consecutive two-quarter period shall be assessed a fine based on the quarter-point increment schedule. For subsequent violations, all points assessed during the two-quarter period are used to determine whether a penalty will be assessed, but the amount of the penalties are only assessed on points for which penalties were not previously assigned; i.e., no double billing for points assessed. At any time the accumulated points total less than four points for any consecutive two-quarter period, fines will not be assessed for that period.

Data used to determine compliance shall be maintained in accordance with the City's record retention policy and applicable state or federal regulations.

RECONSIDERATION OF THE FINE

If the RP desires to dispute an assessed Administrative Fine, the RP must file a written request for the Water Services Director to reconsider the Administrative Fine along with full payment of the Administrative Fine within 15 days of being notified of the fine.

PUBLICATION OF RP IN SIGNIFICANT NONCOMPLIANCE

The Water Services Director shall publish at least annually in a newspaper of general circulation a list of RPs which, at any time since the list was last published, were in Significant Non-Compliance.

Industrial Users found to be in Significant Non-Compliance shall be published in accordance with 40 CFR 403.8(f)(2)(viii)(A-H).

TABLE B

Any violation of ordinance not specified in Table B may be awarded points at the discretion of the Water Services Director.

The description of the violation is for ease of reference only. For the specific violation, consult the corresponding ordinance section cited.

Table B, Part 1: Cross Connection Control Violations

Code	Violation	Points	Enforcement Response	Code Reference
CC-1	Incorrect installation of assembly	0.5	WL, NOV	§7-3-1-45.C.4 and F.3
CC-2	Incorrect size of assembly installed	1.0	WL, NOV	§7-3-1-45.C.4 and F.2
CC-3	Installation of by-pass or tampering with assembly	2.0	WL, NOV	§7-3-1-45.F.11
CC-4	Incorrect type of assembly and/or valves installed	1.0	WL, NOV	§7-3-1-45.E
CC-5	Installation of a non-approved assembly	1.0	WL, NOV	§7-3-1-45.D
CC-6	Failure to install assembly after notification issued – 1st occurrence	1.0	WL, NOV	§7-3-1-45.C.3 and F.12
CC-7	Failure to install assembly after notification issued – 2nd occurrence	2.0	WL, NOV	§7-3-1-45.C.3 and F.12
CC-8	Failure to install assembly after notification issued – 3rd occurrence, discontinuance of service	4.0	WL, NOV, AO	§7-3-1-45.C.3 and F.12
CC-9	Failure to maintain records of tests and/or repair	1.0	WL, NOV	§7-3-1-45.C.3 and J.9
CC-10	Failure to conduct annual testing - 1st occurrence	1.0	WL, NOV	§7-3-1-45.C.3 and J.1
CC-11	Failure to conduct annual testing - 2nd occurrence	2.0	WL, NOV	§7-3-1-45.C.3 and J.1
CC-12	Failure to conduct annual testing – 3rd occurrence	3.0	NOV	§7-3-1-45.C.3 and J.1
CC-13	Failure to notify of removal	1.0	WL, NOV	§7-3-1-45.F.6
CC-14	Failure to conduct initial test	1.0	WL, NOV	§7-3-1-45.C.5
CC-15	Failure to conduct test by certified tester	1.0	WL, NOV	§7-3-1-45.J.4
CC-16	Failure to re-test after repair, etc., of assembly	2.0	WL, NOV	§7-3-1-45.J.3
CC-17	Failure to maintain system open for inspection	2.0	WL, NOV	§7-3-1-45.H.1
CC-18	Failure to notify after repair, relocation or replacement	2.0	WL, NOV	§7-3-1-45.F.3

Table B, Part 2: Pretreatment Violations

Code	Violation	Points	Enforcement Response	Code Reference
P-1	Allow a prohibited discharge into the POTW which causes pass through or interference – 1st occurrence.	2.0	WL, NOV	§7-2-1-7.B.1
P-2	Allow a prohibited discharge into the POTW which causes pass through or interference – 2nd occurrence within any two consecutive quarters.	4.0	WL, NOV	§7-2-1-7.B.1
P-3	Allow a prohibited discharge into the POTW – 1st occurrence.	2.0	WL, NOV	§7-2-1-7.B
P-4	Allow a prohibited discharge into the POTW – 2nd occurrence within any two consecutive quarters.	4.0	WL, NOV	§7-2-1-7.B
P-5	Discharge from nondomestic source without a permit.	2.0	WL, NOV	§7-2-1-49
P-6	Discharge from nondomestic source without a permit – 2nd occurrence within any two consecutive quarters.	4.0	WL, NOV	§7-2-1-49
P-7	No warning of possible connection or entry point for a hazardous and/or prohibited substance to the permittee's plumbing or drainage system.	2.0	WL, NOV	§7-2-1-51.C
P-8	Violation of Local or Categorical limit - 1st occurrence.	1.0	WL, NOV	§7-2-1-8.B
P-9	Violation of Local or Categorical limit - 2nd occurrence within any two consecutive quarters.	2.0	NOV	§7-2-1-8.B
P-10	Violation of Local or Categorical limit - 3rd occurrence within any two consecutive quarters.	4.0	NOV	§7-2-1-8.B
P-11	Use of dilution to meet a standard or local limit – 1st occurrence.	2.0	NOV, AO	§7-2-1-8.E
P-12	Use of dilution to meet a standard or local limit – 2nd occurrence within any two consecutive quarters.	4.0	NOV, AO	§7-2-1-8.E
P-13	Tamper, damage, or destroy monitoring equipment.	4.0	NOV, AO Revocation of permit	§7-2-1-3
P-14	Tamper with manhole or unauthorized entry into POTW.	2.0	NOV, AO, CEASE and DESIST	§7-2-1-3
P-15	Tamper with manhole or unauthorized entry into POTW – 2nd occurrence within any two consecutive quarters.	4.0	NOV, AO, CEASE and DESIST	§7-2-1-3
P-16	Tamper with pretreatment device – 1st occurrence.	2.0	NOV, AO, CEASE and DESIST	§7-2-1-3
P-17	Tamper with pretreatment device – 2nd occurrence within any two consecutive quarters.	4.0	NOV, AO, CEASE and DESIST	§7-2-1-3
P-18	Failure to provide pretreatment facilities.	1.0	WL, NOV	§7-2-1-08.G
P-19	Failure to properly maintain pretreatment equipment – 1st occurrence.	1.0	WL, NOV	§7-2-1-08.G
P-20	Failure to properly maintain pretreatment equipment – 2nd occurrence in any two consecutive quarters.	2.0	WL, NOV	§7-2-1-08.G
P-21	Failure to properly maintain pretreatment equipment – 3rd occurrence in any two consecutive quarters.	4.0	WL, NOV	§7-2-1-08.G
P-22	Failure to maintain cleaning and maintenance records – 1st occurrence.	1.0	WL, NOV	§7-2-1-4.I

P-23	Failure to maintain cleaning and maintenance records – 2nd occurrence within any two consecutive quarters.	2.0	WL, NOV	§7-2-1-4.I
P-24	Failure to maintain cleaning and maintenance records – 3rd occurrence within any two consecutive quarters.	4.0	WL, NOV	§7-2-1-4.I
P-25	Failure to develop and/or implement accidental discharge/slug control plan – 1st occurrence.	0.5	WL	40 CFR § 403.8(f)(2)(vi)
P-26	Failure to develop and/or implement accidental discharge/slug control plan – 2nd occurrence within any two consecutive quarters.	2.0	WL, NOV	40 CFR § 403.8(f)(2)(vi)
P-27	Failure to develop and/or implement accidental discharge/slug control plan – 3rd occurrence within any two consecutive quarters.	4.0	WL, NOV	40 CFR § 403.8(f)(2)(vi)
P-28	Discharge of hauled waste into POTW without discharge permit – 1st occurrence.	4.0	NOV, AO, CEASE and DESIST	§7-2-1-42.B
P-29	Illegal disposal of pretreatment sludge and other material.	4.0	NOV, AO, CEASE and DESIST	§7-2-1-6
P-30	Failure to submit sampling results to the City before the last day of a respective quarter – 1st occurrence.	1.0	WL, NOV	§7-2-1-10.B
P-31	Failure to submit sampling results to the City before the last day of a respective quarter – 2nd occurrence within any two consecutive quarters.	2.0	WL, NOV	§7-2-1-10.B
P-32	Failure to submit sampling results to the City before the last day of a respective quarter – 3rd occurrence within any two consecutive quarters.	4.0	WL, NOV	§7-2-1-10.B
P-33	Failure to obtain wastewater discharge permit - discharge occurring.	2.0	WL, NOV	§7-2-1-49
P-34	Failure to notify Water Services Director of significant changes to wastewater prior to changed discharge.	4.0	NOV, AO, Revocation of permit	§7-2-1-11.D
P-35	Failure to provide prior notification to the Water Services Director of changed conditions.	4.0	NOV, AO, Revocation of permit	§7-2-1-11.D
P-36	Misrepresentation or failure to fully disclose all relevant facts in wastewater discharge permit application.	4.0	NOV, AO, Revocation of permit	§7-2-1-50.C
P-37	Falsifying self-monitoring reports.	4.0	NOV, AO, Revocation of permit	§7-2-1-19
P-38	Refusing to allow the Water Services Director timely access to the facility premises and records.	4.0	NOV, AO, Revocation of permit	§7-2-1-16.A
P-39	Failure to immediately notify of potential problems.	1.0	WL, NOV	§7-2-1-11.B
P-40	Failure to submit detailed written report within 5 days following discharge violation.	1.0	WL, NOV	§7-2-1-11.C
P-41	Failure to post notification information of POTW in the event of an accidental discharge, non-routine discharge, or slug load which may impact the POTW.	2.0	WL, NOV	§7-2-1-11.B
P-42	Failure to notify Water Services Director within 24 hours of becoming aware of violation – 1st occurrence.	1.0	WL, NOV	§7-2-1-11.E
P-43	Failure to notify Water Services Director within 24 hours of becoming aware of violation – 2nd occurrence within any two consecutive quarters.	2.0	WL, NOV	§7-2-1-11.E

P-44	Failure to notify Water Services Director within 24 hours of becoming aware of violation – 3rd occurrence within any two consecutive quarters.	4.0	NOV, AO	§7-2-1-11.E
P-45	Failure to notify of discharge of hazardous waste.	2.0	WL, NOV	§7-2-1-11.G
P-46	Improper test method conducted – 1st occurrence.	0.50	WL, NOV	§7-2-1-10.E
P-47	Improper test method conducted – 2nd occurrence within any two consecutive quarters.	1.0	WL, NOV	§7-2-1-10.E
P-48	Improper test method conducted – 3rd occurrence within any two consecutive quarters.	2.0	WL, NOV	§7-2-1-10.E
P-49	Failure to apply for renewal of discharge permit within 90 days of permit expiration.	2.0	WL, NOV	§7-2-1-50.B
P-50	Failure to apply for renewal of discharge permit within 90 days of permit expiration – 2nd notice.	4.0	WL. NOV, AO	§7-2-1-50.B

Table B, Part 3: Stormwater Violations

Code	Violation	Points	Enforcement Response	Code Reference
SW-1	Discharging any substance to the public right-of- way and/or the public storm drain system that is not composed entirely of storm water – 1st occurrence (non-domestic).	2.0	WL, NOV	§12-03-001-0007
SW-2	Discharging any substance to the public right-of- way and/or the public storm drain system that is not composed entirely of storm water – 2nd or greater occurrence (non-domestic).	4.0	WL, NOV	§12-03-001-0007
SW-3	Discharging any substance to the public right-of- way and/or the public storm drain system that is not composed entirely of storm water (domestic) – 1st occurrence.	2.0	Provide BMP pamphlet, WL, NOV	§12-03-001-0007
SW-4	Discharging any substance to the public right-of- way and/or the public storm drain system that is not composed entirely of storm water (domestic) – 2nd or greater occurrence within any two consecutive quarters	4.0	NOV, AO	§12-03-001-0007
SW-5	Improper use, storage, spill, dump of material in a manner which could cause or contribute to the addition of pollutants to the storm system – 1st occurrence.	2.0	WL, NOV	§12-03-001-0007
SW-6	Improper use, storage, spill, dump of material from a commercial/industrial activity in a manner which could cause or contribute to the addition of pollutants to the storm system – 2nd or greater occurrence within any two consecutive quarters.	4.0	NOV, AO	§12-03-001-0007
SW-7	Establishment, use, maintenance, or continuance of any connection to the public storm sewer system which has caused or will likely cause a violation.	1.0	WL, NOV	§12-03-001-0009
SW-8	Failure to remove any connection to the public storm drain system.	2.0	AO	§12-03-001-0009
SW-9	Failure to clean up any release or discharge which may result in pollutant(s) entering the public storm drain system.	1.0	WL, NOV	§12-03-001-0014
SW-10	Failure to notify the City of discharge or release of pollutant into the public storm drain system.	2.0	WL, NOV	§12-03-001-0014
SW-11	Failure to implement or maintain BMP(s) (non-construction).	1.0	WL, NOV	Flagstaff Stormwater Management Design Manual
SW-12	Failure to implement or maintain BMP(s) (construction).	2.0	WL, NOV, AO	Flagstaff Stormwater Management Design Manual
SW-13	Discharge of exempt discharges that are determined to be a significant source of pollutants or could place the City in violation with its AZPDES Permit.	2.0	WL, NOV	§12-03-001-0007

13. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Justyna Costa
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Approval of Contract: Agreement for Option to Lease City-owned real estate located at 1700 East Sixth Avenue for the purpose of developing permanently affordable housing.

STAFF RECOMMENDED ACTION:

Approve the lease option agreement with Housing Solutions of Northern Arizona.

Executive Summary:

This option to lease City-owned real estate located at 1700 East Sixth Avenue (Assessor Parcel Number 109-11-151D), in the area of Colanthe Ave and N Izabel St, provides Housing Solutions of Northern Arizona with an option to lease the property on the condition of receiving funding for a permanently affordable housing project. It is important to note that this parcel of land does not include The Basin / BMX Track park immediately adjacent to the south. Should Housing Solutions of Northern Arizona receive funding for the project, this option obligates the City to lease the property for a term not less than 99 years. With successful funding, Housing Solutions of Northern Arizona intends to construct eleven (11) three-bedroom apartments on the property. The existing community gardens on the site will be relocated and incorporated within the adjacent parcel. Securing site control for funding applications is a critical component to the successful grant funding of projects. Entering into this lease option with Housing Solutions of Northern Arizona will provide the best opportunity to make this project a reality.

Financial Impact:

In consideration of the option, Housing Solutions of Northern Arizona will pay the City $30 each year the agreement is in place. Should the option result in a lease, the City will lease the land for $100 per year for the life of the lease.

Policy Impact:

As stated in the 10-Year Housing Plan, which was approved at the January 27, 2022, Housing Commission and is scheduled for Council consideration and approval on February 15, 2022, the lack of affordable housing is a community problem that has collective consequences that negatively impact Flagstaff. The consequences of failing to create, preserve, and provide access to affordable housing in Flagstaff is linked to lasting negative effects on our neighborhoods, health, children, environment, and jobs. This project would utilize City-owned property to construct 11 3-bedroom apartment units, contributing to the overall goal of the housing plan to reduce the current affordable need in our

community by half over the next ten years through unit creation or subsidization for at least 6,000 low-to-moderate Flagstaff residents.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Livable Community:

- Support the development of attainable and accessible housing

Regional Plan

- NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
  - Policy NH.1.1. Preserve and enhance existing neighborhoods.
- NH.3. Make available a variety of housing types at different price points,to provide housing opportunity for all economic sectors.
  - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population..
  - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
  - Policy NH.3.5. Encourage and incentivize affordable housing.
- LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.
- LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Has There Been Previous Council Decision on This:

There have been several Council decisions regarding this property, as detailed in the background/history. None regarding the current lease option to Housing Solutions of Northern Arizona.

Background/History:

On July 7, 2017, the City Council approved the Housing Section's Request for Proposals for the development of three City owned parcels for multi-family affordable housing, including this parcel. On September 12, 2017, the City Council provided direction to staff to pursue a Concept Zoning Map Amendment on the parcel to rezone from Public Facility zone to Medium Density Residential zone for the purpose of developing multi-family affordable housing.

On January 2, 2018 City Council approved the zoning map amendment request with conditions. As the most successful respondent to the request for proposals, on March 6, 2018, City Council approved a purchase agreement with Brinshore Development to purchase City-owned property at 1700 East Sixth Avenue to develop permanently affordable housing, among other sites.

City staff required that, as a part of the developer's Site Plan application, a neighborhood meeting be held. The developer held neighborhood meetings for the site on November 15, 2018.

City staff also required that the IDS approved Site Plan application be approved by the City Council for the site. These measures allowed the community an opportunity to review the proposed building design, exterior building elevations, parking layout, outdoor lighting, and site landscaping prior to approval, as these elements are not required to be part of the concept rezoning process. The Purchase Agreement also required Council to approve the site plan.

City Council approved the site plan for the property on May 7, 2019.

Brinshore was unable to meet construction deadlines for Low Income Housing Tax Credits awarded. As a result, the sale did not proceed as to this property. Brinshore has since donated all development plans associated to the site to Housing Solutions of Northern Arizona. Housing Solutions of Northern Arizona intends to utilize these existing plans to develop the City-owned property for affordable housing as intended. However, this effort is reliant on grant funding. This option to lease provides evidence of site control to grant funding agencies, improving the competitiveness of the project.

Community Involvement:

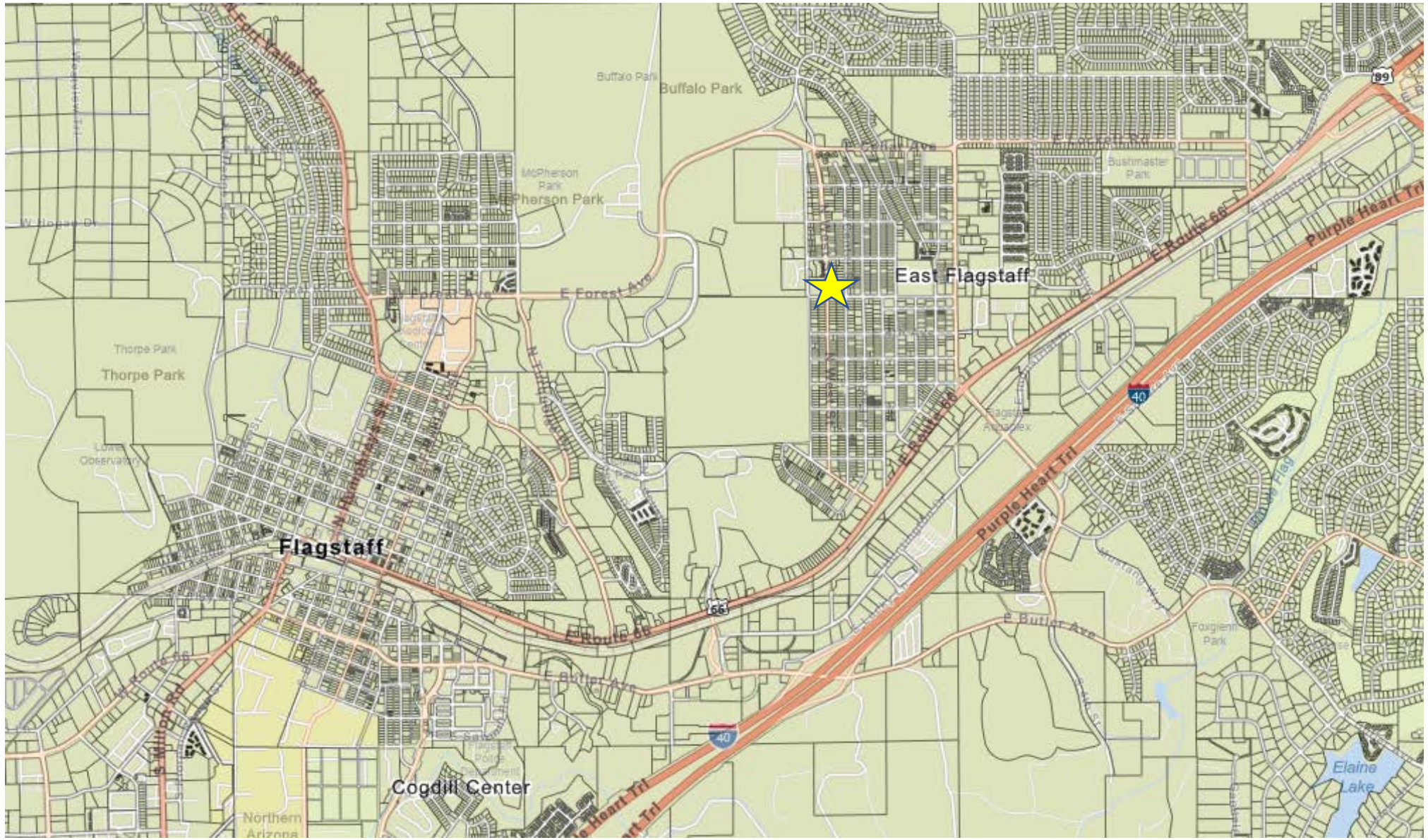
Neighborhood meetings were conducted on October 23, 2017, to discuss the rezoning requests with the public. Public hearings before the Planning and Zoning Commission and the City Council were conducted in conjunction with the rezoning request. As a condition of the rezoning, the developer held another neighborhood meeting on November 15, 2018.

Attachments: Presentation
Lease Option

Lease Option Agreement on 1700 E Sixth Ave

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Vicinity Map



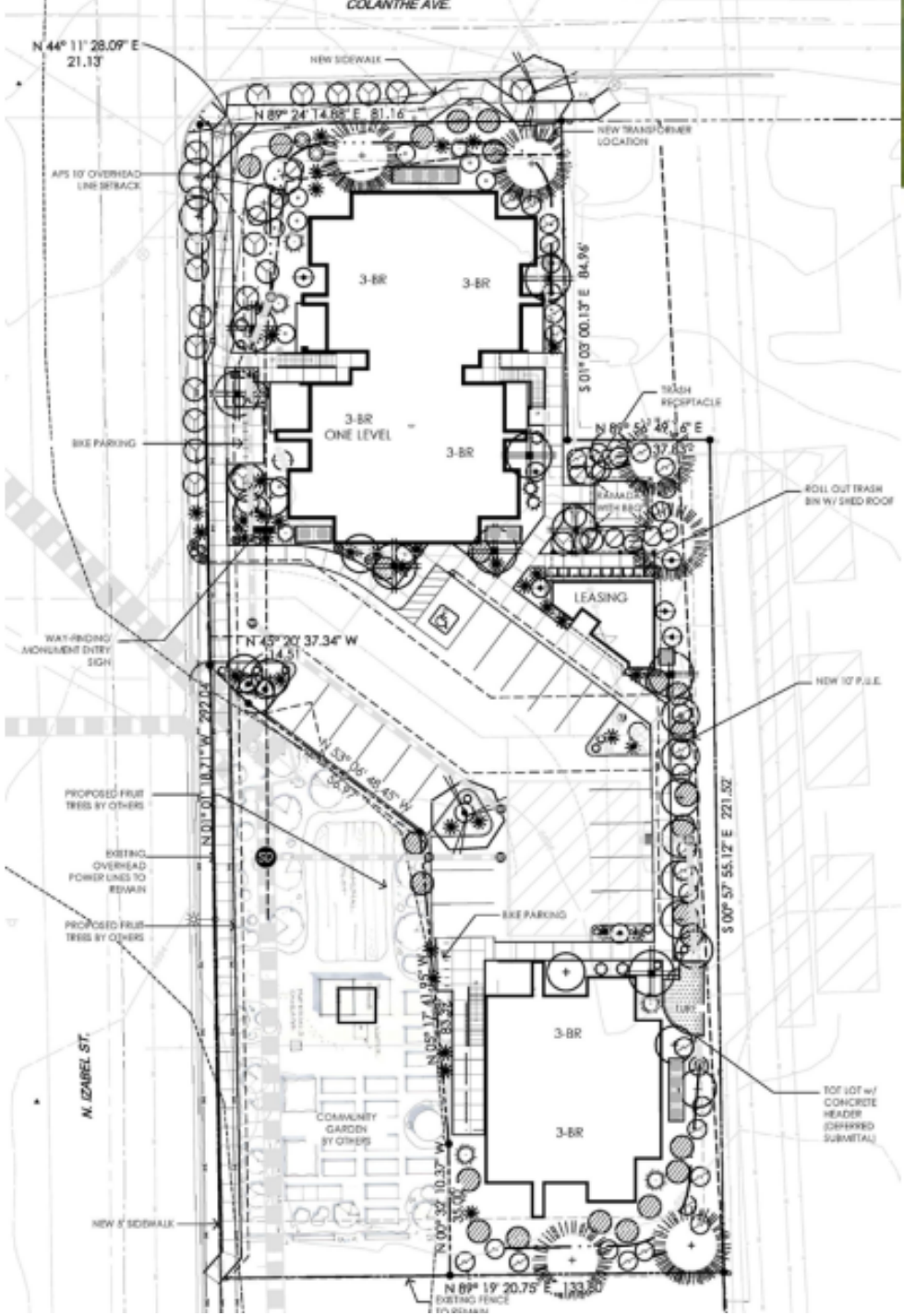
Option to Lease

- Option to Lease contingent on grant funding award
- 99 year lease
- Utilize existing plans to the greatest extent possible.
- Plans initially approved at the site plan level (will need to be resubmitted)

Site Plan Approval

Landscape Plan:

- Coordination with Community Garden
- Area to be protected during construction



Questions
or
Discussion?

AGREEMENT FOR OPTION TO LEASE REAL ESTATE

This Agreement for an Option to Lease Real Estate (this "Agreement") is entered into this _____ day of February, 2022 between the City of Flagstaff, a political subdivision of the State of Arizona (the "Optionor"), and Housing Solutions of Northern Arizona, a non-profit organization (the "Optionee"). Optionor and Optionee may be referred to individually in this Agreement as a Party or jointly as the Parties.

RECITALS

A. Optionor owns real estate located at 1700 East Sixth Avenue in Flagstaff, AZ, as more specifically described in Exhibit A, that has been set aside by Optionor for the development of affordable housing (the "Property").

B. Optionor intends to develop, or work with a partner organization to develop, affordable housing on the Property to further address the housing emergency in Flagstaff, as declared by the Flagstaff City Council on December 1, 2020, through the Council's adoption of Resolution No. 2020-66.

C. The new housing units will provide needed safe, decent, and affordable housing opportunities for all residents of the City of Flagstaff.

D. In 2018, Optionor worked with a private developer on a plan to develop affordable housing on multiple properties owned by Optionor, including the Property.

E. Despite the best efforts of Optionor and developer, the multi-site development project never came to fruition; however, construction plans for an eleven-unit affordable housing development on the Property were completed by the prior developer.

F. Optionee is a Flagstaff non-profit housing organization whose mission is to build opportunities for sustainable, affordable housing in northern Arizona.

G. Optionee has obtained the plans that were previously drafted for the Property and is currently in the process of applying for funding opportunities to construct the development (the "Project").

H. If Optionee is able to obtain funding to construct the Project, Optionor is willing to enter into a long-term ground lease with Optionee that will allow Optionee to construct the Project on the Property and manage the affordable units.

I. In order to meet the prerequisites for certain funding opportunities, Optionee must demonstrate that it has sufficient site control over the land on which the proposed project will be constructed.

J. Optionor and Optionee wish to enter into this Agreement to memorialize their mutual intention to enter into a long-term lease of the Property if Optionee obtains adequate funding to construct the Project.

AGREEMENT

In consideration of the promises and mutual covenants set forth herein, the Parties hereto, with the intent to be legally bound hereby, agree as follows:

1. Option to Lease Property. During the Term (as defined in Paragraph 3 below), Optionee shall have the exclusive right and option (the "Option") to lease the Property from the Optionor, upon the terms and conditions set forth herein. The Option shall be exercisable by written notice from Optionee to Optionor at any time before the termination of this Agreement. In the event that Optionee exercises the Option, Optionor and Optionee shall execute and deliver a lease in a form to be agreed upon by Optionor and Optionee (the "Lease").

2. Option Price. Optionee shall pay to Optionor the sum of Thirty ($30.00) Dollars each year that this Agreement is in place.

3. Term. This Agreement shall commence as of the date written above and terminate on June I, 2023, unless sooner terminated as provided herein (the "Term"). Optionee may request two one-year extensions of this Agreement. Upon termination of this Agreement as provided herein, neither party shall have any further rights or obligations hereunder.

4. Title. At the Closing (as defined in Paragraph 9 below), Optionor shall furnish to Optionee evidence of good, marketable, and insurable title to the Property.

5. Lease. If Optionee exercises the Option, then Optionor and Optionee shall enter into the Lease in a form mutually agreed upon by the Parties. The Lease shall convey a leasehold interest in the Property to Optionee for a term not less than 99 years. Unless otherwise agreed at the time of execution of the Lease, base rent shall be $100 per year. Such Lease shall include those terms, conditions, covenants and other provisions that are usual and customary and normally required by prudent parties engaged in similar transactions. Upon executing the Lease, Optionor may be required to execute a Declaration of Affirmative Land Use and Restrictive Covenants Agreement (a "LURA") in relation to the Property. If the Parties do not consummate an acceptable Lease within 120 days after Optionee exercises its Option, then this Agreement shall terminate. The 120-day Lease negotiation period may be extended by the mutual written consent of the Parties.

6. Conditions Precedent to Performance by the Optionee. Optionee shall be obligated to complete the transaction and to consummate the Lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by the Optionee:

a. Optionor is duly authorized to consummate the Lease;

b. Optionor shall be able to convey good, marketable, and insurable leasehold interest in the Property; and

c. Optionee shall have all required approvals from its funding provider, lender(s), and any investor(s) as to the form of Lease and the Project.

7. Conditions Precedent to Performance by the Optionor. Optionor shall be obligated to complete the transaction and to consummate the Lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by Optionor:

a. The representations and warranties of Optionee contained in this Agreement shall be true and correct in all respects on the date hereof and on the date of Closing as though such representations and warranties were made on each such date;

b. Optionee shall have obtained any and all government, funding provider, investor and lender approvals, licenses, permits and other approvals necessary for the consummation of the transaction contemplated by this Agreement;

c. Optionee shall have received the necessary funding for the Project; and

d. If necessary, Optionor shall have received on or before the date of Closing, HUD's approval of the disposition of the Property and the form of the Lease.

8. Representations and Warranties of the Optionee and Optionor. The Optionee hereby represents, warrants, and covenants to the Optionor that:

a. The Optionee is duly organized, validly existing, and in good standing under the laws of the State of Arizona; and

b. The Optionee has the right, power, legal capacity and authority to execute, deliver and perform this Agreement.

The Optionor hereby represents, warrants and covenants to the Optionee that:

a. the Optionor has the right, power, legal capacity and authority to execute, deliver and perform this Agreement.

9. Closing. The closing shall occur within 120 days after the date of written notice from the Optionee to the Optionor of the Optionee's exercise of the Option (the "Closing"), unless the parties are unable to consummate an acceptable Lease, in which case this Agreement will

terminate pursuant to Paragraph 5. The Closing date may be extended by the mutual written consent of the parties. At the Closing, each of the parties shall deliver such other documents and perform such other conditions as are required of them by the terms of this Agreement or which may reasonably be required in order to complete the transaction.

10. Event of Default. The failure of the other party to perform any of its duties and obligations set forth in this Agreement shall constitute an event of default.

11. Remedies. Upon the occurrence and during the continuation of an event of default, the non-defaulting party may, at its option, elect to enforce the terms of this Agreement, including specific performance, or demand and be entitled to, full termination of this Agreement.

12. Notices. All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed received three days after being sent by registered or certified mail, return receipt requested, postage prepaid; or one day after being sent by a nationally recognized, receipted overnight delivery service, addressed as follows:

If to Optionee:

Housing Solutions of
of Northern Arizona
2304 N. 3rd Street
Flagstaff, AZ 86004
Attn: President

If to Optionor:

Flagstaff Housing Authority
3481 North Fanning Drive
Flagstaff, AZ 86004
Attn: Housing Director

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: City Attorney
Attn: City Clerk

13. No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of Optionor or Optionee, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving Optionorand Optionee.

14. Cancellation for Conflict of Interest. This Agreement may be terminated pursuant to the provisions of A.R.S. 38-511.

15. Assignment. Optionee may not assign, pledge or otherwise transfer its interest in this Agreement without the prior written consent of Optionor.

16. Modifications. No modification of this Agreement shall be effective unless set forth in writing and signed by both Parties.

17. Further Assurances. Each Party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

20. Paragraph Heading. Captions at the beginning of each paragraph of this Agreement are solely for the convenience of the parties and are not part of this Agreement.

21. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

23. Interpretation and Governing Law. This Agreement shall be construed as though prepared by both Parties. This Agreement has been made and entered into and shall be construed, interpreted, and governed by the law of the State of Arizona. Any litigation regarding this Agreement or the Property shall be brought in the state courts located in Coconino County, Arizona.

24. Severability. If any portion of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Agreement.

25. Certification Regarding Debarment, Etc. By executing this Agreement, Optionee certifies to the Optionor, and in addition agrees that in any proposal submitted to Optionor in connection with this Agreement Optionee shall further certify to the Optionor, that neither Optionee nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department or agency and further agrees to comply with the requirements of2 C.F.R. Part 2424.

26. Other Laws, Rules Regulations and Directives. Optionee, and any of its subcontractors, shall comply with all other applicable federal, state or local laws, rules, regulations, orders and directives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first set forth above.

CITY OF FLAGSTAFF, ARIZONA

_____ _____

Greg Clifton, City Manager Date

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Sterling Solomon, City Attorney

HOUSING SOLUTIONS
OF NORTHERN ARIZONA

_____ _____

President Date

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

13. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Leah Bloom, Housing Project Manager
Date:	02/09/2022
Meeting Date:	02/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-03: A resolution adopting Flagstaff's 10-Year Housing Plan

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-03 by title only
2) City Clerk reads Resolution No. 2022-03 by title only (if approved above)
3) Adopt Resolution No. 2022-03

Executive Summary:

There is a strong and growing movement among Flagstaff community members, housing advocates, and City Council to ensure all Flagstaff residents have access to affordable housing. On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members. Although the City has several Housing planning documents, when declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the City's immediate and long-term needs and strategies to improve housing affordability.

The current Housing Emergency in Flagstaff has deep roots, with no single root cause. There is no single solution to addressing the Housing Emergency, but rather multiple strategies that will work together in providing residents with additional housing stability. Flagstaff residents' responses to the Housing survey illustrated that the Housing Emergency is causing residents to leave our community. A little over 58% of Flagstaff residents stated that they were either "nearly certain" to "somewhat likely" going to relocate due to housing costs. The question we must ask ourselves is what would Flagstaff become if 58% of our population moved?

The intent of this Plan is to help individuals and families achieve housing affordability for those who want to continue to call Flagstaff their home.

This Plan defines the Housing Emergency, provides one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this Plan. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff, and private, public, and nonprofit partnerships.

The single overarching goal of the Plan is to:

Reduce the current affordable housing need in our community by half over the next ten years.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.

As the City implements the 10-Year Housing Plan, the goal is to substantially increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

Financial Impact:

Funding is imperative for the implementation of the 10-Year Housing Plan's goal, policy initiatives and strategies. Funding sources include the City budget, agency grants, private, public and nonprofit community partners and new sources such as general obligation bonds.

Policy Impact:

This policy document is a framework for action: it outlines thirteen (13) robust policy initiatives and fifty-eight (58) comprehensive strategies to accomplish the goal to substantially increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels. The policy initiatives and strategies provide a foundational framework for establishing housing programs, prioritizing staff work and allocating necessary funding for implementation. The Four policy categories are create, connect, preserve, and protect.

The thirteen (13) policy initiatives are as follows.

Create housing options for households at all income levels and family sizes occupied by local residents.

Create 1: Incentivize the creation of affordable units through various programs and mechanisms.
Create 2: Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.
Create 3: Create a dedicated funding source for affordable housing in Flagstaff.
Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
Create 5: Explore regulatory efficiency and cost-saving practices.

Connect people to equitable housing solutions.

Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies and programs.
Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.

Preserve affordable housing,

Preserve 1: Encourage the adaptive reuse of buildings.
Preserve 2: Expand efforts to preserve existing housing stock.

Protect people from housing discrimination and remove housing barriers.

Protect 1: Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.
Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address

disparate impact as part of any development or redevelopment.
Protect 3: City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.

For the fifty-eight (58) comprehensive strategies of the Plan, refer to the Detailed List of Flagstaff's 10-Year Housing Plan's Policy Initiatives and Strategies on page 52.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Flagstaff's 10-Year Housing Plan has linkages in all the Priority Based Budget categories. These categories are:

- High Performing Governance
- Safe & Healthy Community
- Inclusive & Engaged Infrastructure
- Robust Resilient Economy
- Livable Community
- Environmental Stewardship

Carbon Neutrality Plan

The 10-Year Housing Plan will assist the Carbon Neutrality Plan's goal to **CNP-2 Lead to reduced greenhouse gas emission in the community** through the following strategies.

- Community Resilience
    - CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- Equitable Systems
    - ES-3: Design targeted climate policies and programs to serve vulnerable communities first.
- Decreased Dependence on Cars
    - DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Regional Plan

Regional Plan

- NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
    - Policy NH.1.1. Preserve and enhance existing neighborhoods.
- NH.3. Make available a variety of housing types at different price points,to provide housing opportunity for all economic sectors.
    - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
    - Policy NH.3.2. Promote accessory dwelling units, where appropriate.
    - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
    - Policy NH.3.4. Reuse former brownfield, vacant buildings, and commercial buildings to provide new mixed-use and/or housing options.
    - Policy NH.3.5. Encourage and incentivize affordable housing.
- LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

- LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Has There Been Previous Council Decision on This:

- On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members.
- On June 8, 2021 City Council received an update regarding Flagstaff's 10-Year Housing Plan's progress and Public Participation Plan.
- On September 28, 2021 City Council received an update on the Draft Housing Plan, it;s overarch goal and draft policy initiatives and strategies.

Options and Alternatives:

- Option A. Adopt Resolution 2022-03 as submitted and adopt the 10-Year Housing Plan.
- Option B. Recommend changes to Resolution 2022-03.
- Option C. Not adopt Resolution 2022-03 and adopt the 10-Year Housing Plan.

Background/History:

On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent and affordable housing opportunities for all community members. When declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the City's immediate and long-term needs and strategies to improving housing affordability.

Key Considerations:

The stories we hear from residents and local reports verify that a lack of affordable housing is not just an individual problem, but rather a community problem that has collective consequences that negatively impact Flagstaff. This Plan demonstrates how the consequences of failing to create, preserve and provide access to affordable housing in Flagstaff is linked to lasting negative effects on our neighborhoods, health, children, environment, and jobs.

The City of Flagstaff's Carbon Neutrality Plan notes that Flagstaff faces a multitude of community challenges and competing priorities which must be met with open dialogue, innovative thinking, and good faith that we can find creative solutions that move us forward towards a healthier, more inclusive community. Partnerships across the City organization and the community at large are vital for addressing the Housing Emergency and creating a healthier, more resilient Flagstaff.

Expanded Financial Considerations:

Policy initiatives and strategies in the Plan that have financial implications, these policy initiatives and strategies will still be subject to review and approval through the regular budget process in the future.

Community Benefits and Considerations:

The housing gap analysis informal working group found that 12,072 lower income Flagstaff households are living in less-than-ideal housing situations such as paying too much in rent and unable to advance through the housing continuum, while remaining 7,976 market rate houses are needed to free up pressure on the Flagstaff's housing stock and catch up with population growth. This Plan provides a path forward for the next ten years and solutions to reducing Flagstaff’s Housing Emergency.

This Plan establishes one overarching goal to reduce the current affordable housing need in our

community by half over the next ten years. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

Community Involvement:

Extensive and inclusive public participation has occurred from the beginning to the completion of the Plan. Community involvement starting with informal working group meetings, four Housing Commission meetings, three Council Meetings and the City of Flagstaff's Housing Survey. These interactions have resulted in the creation of Flagstaff's 10-Year Housing Plan.

Informal working groups convened on the topics of housing and health, neighborhood and equity, housing and sustainability, and zoning and land use. Informal working groups were composed of City staff, Housing Commissioners, and community experts. The working groups grew into more than 80 volunteers and 1,000 volunteer hours. The informal working groups discussed how mutually connected housing is to all the above topics. The groups defined housing barriers and challenges for residents and created policies initiatives and strategies to address the Housing Emergency and advance housing opportunities for all.

The 10-Year Housing Plan Survey collected data from Flagstaff residents on local living conditions, the cost of housing, and household goals. The survey was shared with Flagstaff businesses, multifamily developments, community members, and the service provider network known as the Continuum of Care. The City shared the survey via social media, Housing Authority program participant newsletters, Flagstaff’s Community Forum, and clients of emergency shelters and transitional housing. The survey was available online via Survey Monkey and in print at local libraries and with various service providers. Both English and Spanish surveys were available. 2,949 responses were collected.

In September the draft 10-Year Housing Plan was released to the public for a 30-day public comment period. The draft Plan was shared via public meetings, stakeholder meetings and the Community Forum Survey. During the 30-day comment period, staff received over 400 comments from over 400 individuals and organizations. The virtual community forum garnered 327 responses with an estimated 16.4 hours of public comment. Each comment was then read and split into multiple rows based on distinct and differentiable content within the comment, resulting in over 600 rows of content. Refer to the attached document titled "Response to Public Comment" for details on how public comments were incorporated into the final Plan. Provided below is a timeline of the Plan's Public Participation Plan.

- January 28, 2021 - Housing Commission Meeting, Consideration of Informal Working Groups, Public Participation Plan and Project Timeline
- January - April - Informal Working Group Meetings
- May 27, 2021 - Housing Commission Meeting, Discussion and Input: Update regarding Plan
- June 8, 2021 - City Council Meeting, Discussion and Input: Update regarding Plan
- May - August, 2021 - Creation of Draft Plan
- August 26, 2021 - Housing Commission Meeting, Consideration and Approval of Draft Policy Initiatives and Strategies
- September 23, 2021 - Housing Commission Meeting, Establish Goal and Approve draft 10-Year Housing Plan
- September 28, 2021 - City Council Meeting, Update and Review of Flagstaff's Draft 10-Year Housing Plan
- Sept. 29 – Nov. 2, 2021 – Public Comment Period & Community Forum Survey
- October 5, 2021 – Economic Collaborative of Northern Arizona
- October 7, 2021 – Northern Arizona Association of Realtors
- October 7, 2021 – Virtual Public Outreach – City of Flagstaff Commissioners
- October 19, 2021 – Friend of Flagstaff’s Future

- October 21, 2021 – Flagstaff Chamber of Commerce
- October 27, 2021 – Virtual Public Outreach
- November 2, 2021– Continuum of Care
- November 9, 2021 - Coconino County
- November 2021 - January 2022 - Reviewed Public Comment and incorporated Plan Updates
- January 27, 2022 – Housing Commission Meeting for consideration of approval of Final Plan
- February 15, 2022 – City Council Consideration of adoption of Final 10 Year Housing Plan

---

Attachments: Res. 2022-03
Flagstaff's 10-Year Housing Plan
10-Year Housing Plan Response to Public Comment
Council Presentation

RESOLUTION NO. 2022-03

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE CITY OF FLAGSTAFF'S 10 – YEAR HOUSING PLAN

RECITALS:

WHEREAS, the City Council has set an Affordable Housing goal to "Support development and increase the inventory of public and private affordable housing for renters and homeowners"; and

WHEREAS, the Regional Plan includes goal NH.3. "Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors"; and

WHEREAS, in July 2019, Flagstaff adopted Ordinance 2019-25 creating a Housing Commission with the goal to "make recommendations with respect to housing policies, needs and programs in Flagstaff"; and

WHEREAS, in response to a citizen's petition, in December 2020, Flagstaff City Council adopted Resolution 2020-66 endorsing a Declaration of Housing Emergency for the City of Flagstaff, prioritizing affordable housing with City operations to create safe, decent and affordable housing opportunities for all community members; and

WHEREAS, when declaring a Housing Emergency, City Council directed staff to create a single, comprehensive, community-facing document to summarize the City's immediate and long-term needs and strategies to improving housing affordability; and

WHEREAS, Flagstaff's 10 - Year Housing Plan establishes one overarching goal to address the Housing Emergency, which is supported by two fundamental elements that together will significantly impact housing attainability:

Goal: Reduce the current affordable housing need in our community by half over the next ten years.

> Element one: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.
>
> Element two: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision .

ENACTMENTS:

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

The City of Flagstaff hereby adopts Flagstaff's 10 – Year Housing Plan, attached hereto as Exhibit A.

SECTION 2: That the Mayor and City Council hereby commit to implementation of the policy

initiatives and strategies detailed in Flagstaff's 10 – Year Housing Plan, acknowledging that policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

SECTION 3: The Housing Commission will provide recommendations to City Council on the implementation of this Plan. The Flagstaff City Council will have oversight responsibility for this Plan and will make policy decisions and budgetary appropriations that will facilitate implementation.

SECTION 4: Implementation of this Plan, a living document, will evolve with market conditions, community housing needs and budgetary status. The City of Flagstaff will ensure accountability through consistent and transparent annual reporting to the community and the Housing Commission.

SECTION 5: Flagstaff's 10 - Year Housing Plan outlines how the City of Flagstaff will respond to the housing emergency. The success of this Plan is contingent on the Flagstaff City Council continuing its leadership and support for advancing housing affordability. Creating, preserving and providing access to affordable housing will positively impact equity, neighborhoods, health, environment, and jobs in the Flagstaff community and will protect and enhance the quality of life for all its residents.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of February, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Flagstaff's 10-Year Housing Plan

HOMES FOR ALL FLAGSTAFF RESIDENTS

10-YEAR HOUSING PLAN

CREATE. CONNECT. PRESERVE. PROTECT.

City of Flagstaff | Housing Section | flagstaff.az.gov

Table of Contents

Table of Contents 2

Note from the Housing Commission 3

Housing is a Collective Benefit 4

Addressing Flagstaff's Housing Emergency 5

Flagstaff's Vision 6

Forging Ahead for Housing Advancement 8

Action Needed 8

Accountability 9

Local Housing Data & Needs Assessment 11

Flagstaff's Area Median Income Levels 11

Flagstaff Is Increasingly Unaffordable 12

Flagstaff's Housing Cost Burden 13

Important Topics in Housing 17

Flagstaff's Housing Gap Analysis - Quantitative Results 24

Affordable and Subsidized Housing Gap Analysis 26

Market Rate Housing Gap Analysis 31

Flagstaff Housing Survey – Qualitative Results 37

Housing is Flagstaff's Infrastructure 42

Flagstaff's Interconnected Challenges and Shared Solutions 42

Housing and Healthcare 43

Housing, Neighborhoods & Equity 44

Housing and Sustainability 46

Zoning and Land Use 48

Housing and Economic Opportunity 50

Conclusion 51

Detailed List of 10-Year Housing Plan's Housing Policy Initiatives & Strategies 52

Key Terms 63

THANK YOU 67

Note from the Housing Commission

To the Flagstaff Community,

Those of us who choose to call Flagstaff home are part of a unique shared story. We are a city of innovation, a cultural hub for northern Arizona, a beautiful blend of distinctive neighborhoods and a shared culture of "unity in community." As we grow, we strive to remain dedicated to our City's mission to "protect and enhance the quality of life for all." In that lofty ideal we recognize that our growth presents several challenges to our community. Whether new to our community or a generational resident, we must face these challenges united.

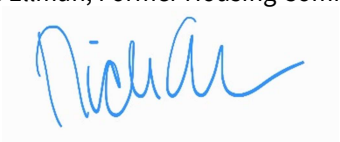
Our affordable housing challenges are not unique to Flagstaff. Homelessness, the number of cost-burdened households, and a shortage of affordable housing units increases every year, creating more need. Arizona is fourth in the nation for shortage of affordable housing, according to a recent report from the National Low Income Housing Coalition. Our unique mountain town is not unique in facing these challenges. The uniqueness we enjoy in the character and culture of our mountain town does not extend to facing these same challenges.

As a community, Flagstaff expressed its commitment to ensuring all members of our community have access to safe, decent, and affordable housing by declaring a Housing Emergency. This declaration inspired a dedication to setting ambitious, equitable, and community-driven housing goals set forth in this 10-year plan.

We welcome you, as our neighbors, allies, and community champions, to join us in facing the challenge of housing together, to help us address the needs of all members of our community, and to live out our shared community mission of protecting and enhancing the quality of life for all who choose to call Flagstaff home.

Sincerely,

Nicole Ellman, Former Housing Commission Chair



Khara House, Current Housing Commission Chair

In Support,

Paul Deasy, City of Flagstaff Mayor

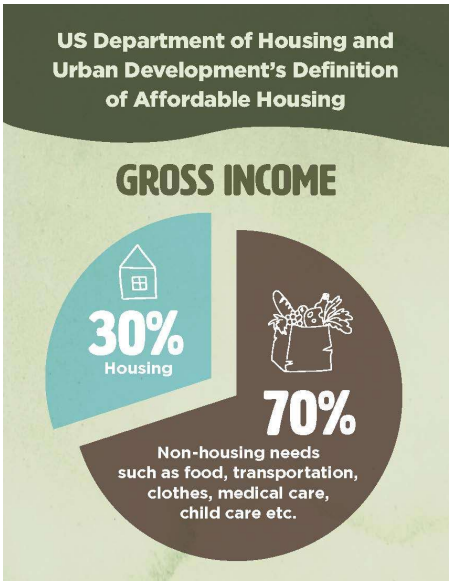
Becky Daggett, City of Flagstaff Vice Mayor and Housing Commission Council Liaison

HOUSING IS A COLLECTIVE BENEFIT

There is a strong and growing movement among Flagstaff community members, housing advocates and City Council to ensure all Flagstaff residents have access to affordable housing. On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent and affordable housing opportunities for all community members.

This Plan will begin with the basics, defining what affordable housing means and how affordable, accessible and decent housing is of critical importance to our community's overall health and viability.

The United States Department of Housing and Urban Development (HUD) defines affordable housing as spending no more than 30% of monthly gross income towards housing costs. Households that spend more than 30% on rent or mortgage costs are considered "housing cost burdened;" households spending more than 50% are "severely housing cost burdened". Throughout this Plan, "affordable housing" will be defined as households paying 30% or less of monthly gross income towards the home in which they reside, using HUD's definition.



In an expensive housing market like Flagstaff's, some form of subsidy is necessary for housing to be affordable for many lower income households. Housing subsidies come in many forms. Housing subsidy types include rental assistance, eviction prevention and down payment assistance. Other forms include non-profit affordable housing, public housing, voucher programs and some forms of co-operative and private sector housing. Throughout this Plan the term "housing subsidy" is defined as any form of financial assistance aimed towards decreasing housing costs.

The stories we hear from residents and local reports verify that a lack of affordable housing is not just an individual problem, but rather a community problem that has collective consequences that negatively impact Flagstaff. This Plan demonstrates how the consequences of failing to create, preserve and provide access to affordable housing in Flagstaff is linked to lasting negative effects on our neighborhoods[1,2,3], health, children[4,5], environment[6] and jobs.[7] This Plan provides a path forward for the next ten years and solutions to reducing Flagstaff's Housing Emergency.

---

[1] La Plaza Vieja Neighborhood Specific Plan, City of Flagstaff, November 2015
[2] Southside Community Specific Plan, City of Flagstaff, September 2020
[3] Flagstaff's Lived Black Experience Strategic Plan: A Forgotten People Forging a Path Forward, The Lived Black Experience CommUnity Coalition, 2020
[4] Community Needs Assessment, Coconino County Arizona – January 2021
[5] City of Flagstaff Five-Year Consolidate Plan. May 2021
[6] The Flagstaff Carbon Neutrality Plan, City of Flagstaff, June 2021
[7] Housing Attainability for the Flagstaff Workforce, Economic Collaborative of Northern Arizona, November 2017

Addressing Flagstaff's Housing Emergency

Although the City has several Housing planning documents, when declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the city's immediate and long-term needs and strategies to improving housing affordability.

The current Housing Emergency in Flagstaff has deep roots, with no single root cause. There is no single solution to addressing the Housing Emergency, but rather multiple strategies that will work together in providing residents with additional housing stability. Flagstaff residents' responses to the Housing survey illustrated that the Housing Emergency is causing residents to leave our community. A little over 58% of Flagstaff resident stated that they were either "nearly certain" to "somewhat likely" going to relocate due to housing costs. The question we must ask ourselves is what would Flagstaff become if 58% of our population moved?

The intent of this Plan is to help individuals and families achieve housing affordability for those who want to continue to call Flagstaff their home.

This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies that the City will implement to address the Housing Emergency. As the City implements the 10-Year Housing Plan, the goal is to substantially to increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

The City of Flagstaff's Carbon Neutrality Plan notes that Flagstaff faces a multitude of community challenges and competing priorities which must be met with open dialogue, innovative thinking, and good faith that we can find creative solutions that move us forward towards a healthier, more inclusive community. Partnerships across the City organization and the community at large are vital for addressing the Housing Emergency and creating a healthier, more resilient Flagstaff.

Flagstaff's Vision

Flagstaff's 10-Year Housing Plan's vision is to create a vibrant and more livable community through increased housing options for residents at all income levels and family sizes.

This document is a framework for action: it outlines a single overarching goal with thirteen (13) robust policy initiatives and fifty-eight (58)) comprehensive strategies. The policy initiatives and strategies provide a foundational framework for establishing housing programs, prioritizing staff work and allocating necessary funding for implementation.

- Create
- Connect
- Preserve
- Protect

OVERARCHING GOAL

Reduce the current affordable housing need in our community by half over the next ten years.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

This Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

POLICY INITIATIVES

Create housing options for households at all income levels and family sizes occupied by local residents.

Create 1: Incentivize the creation of affordable units through various programs and mechanisms.

Create 2: Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.

Create 3: Create a dedicated funding source for affordable housing in Flagstaff.

Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Create 5: Explore regulatory efficiency and cost-saving practices.

Connect people to equitable housing solutions.

Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.

Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies and programs.

Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.

Preserve affordable housing,

Preserve 1: Encourage the adaptive reuse of buildings.

Preserve 2: Expand efforts to preserve existing housing stock.

Protect people from housing discrimination and remove housing barriers.

Protect 1: Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.

Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Protect 3: City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.

Refer to the Detailed List of Policy Initiatives and Strategies on page 52.

FORGING AHEAD FOR HOUSING ADVANCEMENT

Action Needed

FLAGSTAFF CITY COUNCIL & HOUSING COMMISSION

The success of this Plan is contingent on the Flagstaff City Council continuing its leadership and support for advancing housing affordability. Implementation of the Plan relies on funding, the creation and preservation of affordable housing, increasing housing subsidies and continued public support for affordable housing.

The Flagstaff City Council will have oversight responsibility for this Plan and will make policy decisions and budgetary appropriations. The Housing Commission will provide recommendations to City Council on the implementation of this Plan. Council and the community will receive an annual update on the progress of Plan implementation.

The Flagstaff City Council will:

- Prioritize policy initiatives and strategies for the upcoming City Council term that will support Plan implementation.
- Identify City Council budget priorities and funding to support Plan implementation.
- Identify state and federal legislative priorities that support the policy initiatives and strategies of the Plan and enable implementation of Plan actions.
- Provide leadership in community conversations around housing and the competing priorities.

Actions specific to the Flagstaff Housing Commission: *These actions are detailed in Resolution 2020-66, which created the Housing Commission.*

- Examine funding sources available for housing in Flagstaff, make recommendations to the City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
- Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.
- Make recommendations regarding the prioritization of the community's housing needs.
- Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City code as well as other potential solutions.
- Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.
- Explore alternative models of housing and make recommendations to Council.
- Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.
- Upon request, serve as a resource on implementation of housing policy and programs.

FLAGSTAFF CITY LEADERSHIP

To address the Housing Emergency, it is critical that every part of the municipal organization is involved in the implementation of this Plan. From the City Manager's Office and the Leadership Team to individual Sections, Team Flagstaff must proactively consider housing affordability when conducting City operations. Refer to the Detailed List of Policy Initiatives and Strategies on page 52 for division involvement for each strategy.

The City Manager's Office will actively support the Council's commitment to advance housing affordability by requiring the involvement of all appropriate City divisions in implementation of this Plan. Opportunities to incorporate affordable housing policy initiatives and strategies into internal decision-making processes include:

- The budget process
- Procurement decisions
- Division strategic planning
- City operations
- State and Federal Policy Priorities
- Community engagement and education

COCONINO COUNTY LEADERSHIP

While this is a policy Plan for the City of Flagstaff, data, Plan reporting, along with strategy implementation and program advancement will be shared with Coconino County. In addition, where appropriate, the City of Flagstaff will partner with Coconino County during Plan implementation.

Accountability

The City of Flagstaff will ensure accountability through consistent and transparent annual reporting to the community and the Housing Commission, which will monitor and report on the Plan's implementation progress.

LEGAL BARRIERS TO ADOPTING AFFORDABLE HOUSING POLICIES

Several widely used policies can increase access to and the affordability of housing. However, many of these tools are preempted or limited by Arizona law. These tools include inclusionary zoning, rent control/rent stabilization, short-term rental regulation, and financing structures that can increase the supply of affordable housing, provide stabilization for the market, and add additional units.[8] Refer to Arizona State University, Morrison Institute for Policy brief titled “State-Level Legal Barriers to Adopting

[8] State-Level Legal Barriers to Adopting Affordable Housing Policies in Arizona, Arizona State University, Morrison Institute of Public Policy, November 2021

Affordable Housing Policies in Arizona". The refenced document will give an overview of these policies, discuss their legality in Arizona, summarize the pros and cons, and offer potential solutions to existing legal barriers.

A LIVING DOCUMENT

This Plan is a living document that will evolve with market conditions, community housing needs and budgetary status. This section presents a structure for ongoing monitoring, evaluation and reporting on the Plan's goal and progress. Investing in data collection and consistent reporting increases transparency and is a key aspect of implementation.

PLAN FLEXIBILITY

The 10-Year Housing Plan must be a living document – grounded with a clear scope of work but flexible in its approach. Many strategies are conceptual and will require future work that includes research and data, staff time and external collaboration. Implementation of strategies may also require public outreach and Flagstaff City Council's consideration.

To reflect changing market conditions and an expanding knowledge base, the Plan is a framework for action, which provides conceptual strategies the City will undertake to address the community's Housing Emergency. While many strategies will be accomplished promptly, additional strategies may be incorporated during the life of this Plan.

EVALUATION & REPORTING

Regular reporting will ensure transparency and continued progress. Updates will be provided by City staff at Housing Commission meetings. City staff will measure progress on key performance indicators and will report to the Flagstaff City Council, Housing Commission, Planning and Zoning Commission and community annually regarding policy initiatives and strategy development. Refer to the Detailed List of Policy Initiatives and Strategies on page 52 for the anticipated term lengths for each strategy. On an annual basis, City staff will provide a Plan update that includes:

- Progress towards achieving the Plan's goal and implementation status of policy initiatives and strategies.
- Relevant developments in market conditions, resources and community efforts.

FUNDING

Funding is imperative for the implementation of the 10-Year Housing Plan's goal, policy initiatives and strategies. Funding sources include the City budget, agency grants, private, public and nonprofit community partners and new sources such as general obligation bonds.

LOCAL HOUSING DATA & NEEDS ASSESSMENT

Flagstaff's Housing Emergency is a result of multiple factors and has been a documented need for 100 years.[9] In order to effectively address the Housing Emergency in Flagstaff, we must first understand local housing data. In partnership with Housing Solutions of Northern Arizona, the City of Flagstaff's Housing Section co-created an infographic titled "Affordable Housing Needs Assessment for the Flagstaff Community". Infographics from the needs assessment are shared throughout the Plan. Refer to the Survey and Methodology Document for the Affordable Housing Needs Assessment.

Flagstaff's Area Median Income Levels

The Department of Housing and Urban Development (HUD) publishes Area Median Income (AMI) data for Flagstaff Metropolitan Statistical Area on an annual basis. The calculation takes into consideration a family's income level based on their household size. The Area Median Income is the midpoint of an area's income distribution, meaning that half of households in an area earn more than the median and half earn less than the median. A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions. For a three-person household (the average household size in Flagstaff), their 100% Area Median Income is $69,200 annual gross income.

HUD Flagstaff Area Median Income (AMI) Limits | 2021

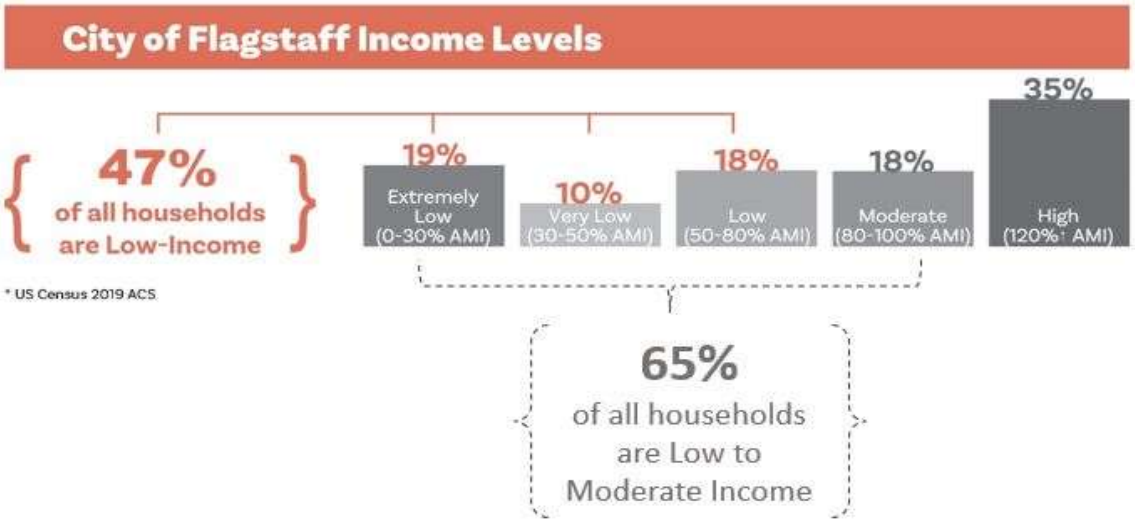
Income Category	AMI %	AMI Income Ranges*
Extremely Low	0 - 30%	$0 - $21,960
Very Low	30 - 50%	$21,961 - $34,600
Low	50 - 80%	$34,601 - $55,350
Low to Moderate	80 - 120%	$55,351 - $83,040
Moderate to High	120% >	$83,041 >

** Income ranges based on three person household*

Area Median Income (AMI) limits are another key factor to understanding the funding availability for affordable housing programs because it determines eligibility for many housing subsidies. Federal, State and local housing subsidy programs such as the Community Development Block Grant (CDBG), Low-Income Tax Credit Housing (LIHTC), Public Housing and Section 8 Housing Choice Vouchers have different income eligibility requirements that restricts eligibility to 60% - 80% AMI for a household depending on the program. These programs are available citywide and have limited funding.

[9] History of Housing Racial Equity and Housing Insecurity in Six Arizona Counties, Arizona State University, Morrison Institute of Public Policy, November 2021

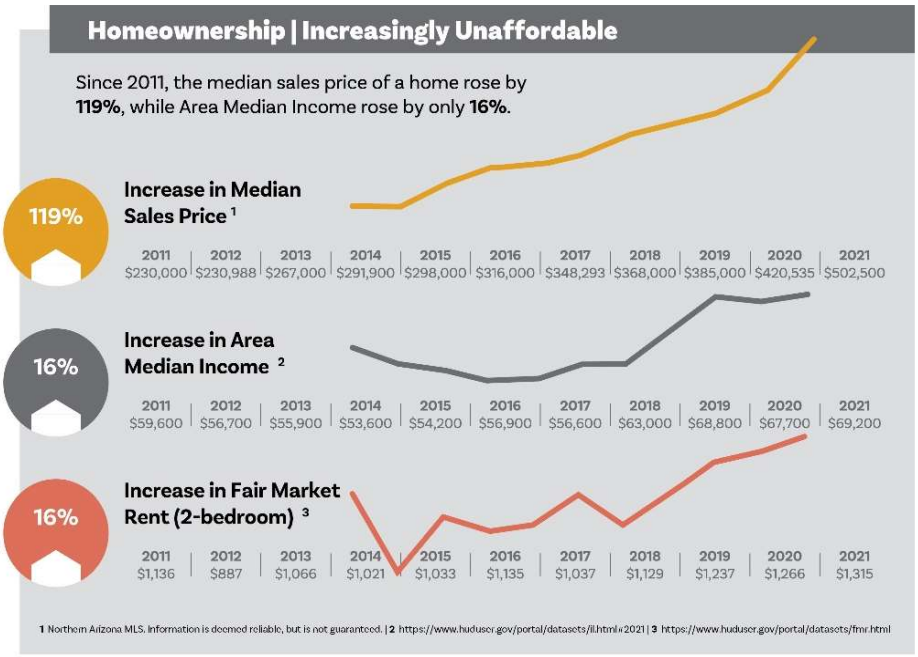
Nearly half (47%) of Flagstaff residents are low-income, earning no more than $55,350 annually. In Flagstaff's current housing market, 65% of households that fall within or below the moderate-income level could benefit from some form of subsidy to achieve housing that is considered affordable.



Flagstaff Is Increasingly Unaffordable

Over the past half-century, Flagstaff's households have seen a dramatic shift in their budgets. Rents have risen, home prices have increased, and incomes have not kept pace. As a result, households are spending a growing portion of their income on housing. The costs to rent or own a home continue to rise and are outpacing local incomes.

Since 2011, the median sales price of a home rose by 119%, while the Area Median Income rose by only 16%. In Flagstaff's current housing market, the median sales price of a home is $502,500 and the median annual gross income is $69,200. Consequently, many local residents need some form of a housing subsidy to achieve affordable homeownership.

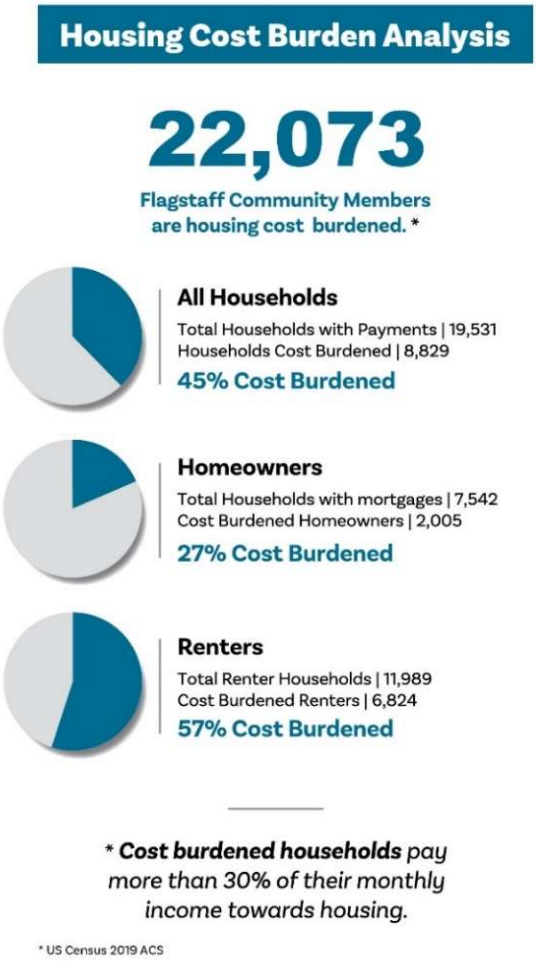


Flagstaff's Housing Cost Burden

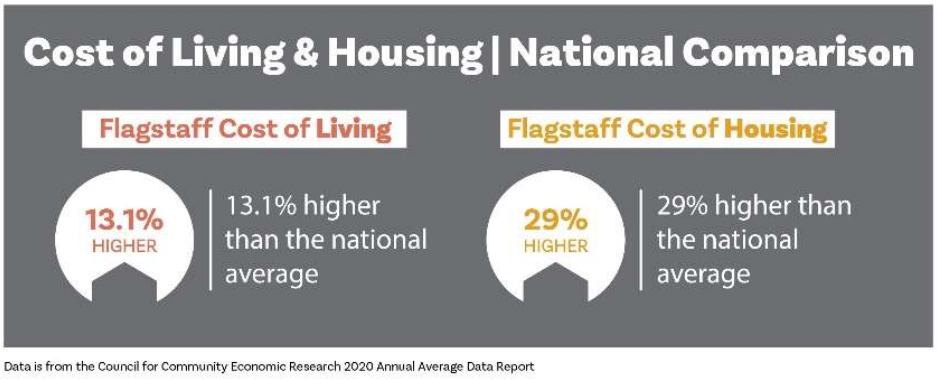
According to HUD, cost burdened households pay more than 30% of their monthly income towards housing.

Currently, 27% of homeowners and 57% of renters are housing cost burdened, meaning that 22,073 Flagstaff community members are living with a housing cost burden.

Cost burden helps us understand how much strain housing costs can place on a household's overall financial position. The lower your income, the more likely you are to be cost burdened. Households that are housing cost burdened have little money to cover other basic necessities, such as food, childcare, transportation, clothing and health care, leaving the households in a precarious financial situation and making it harder to achieve economic mobility and housing advancement.[10] Renters that are housing cost burdened are less likely to be able to save up for a down payment required for accomplishing homeownership.



Flagstaff is a community where 45% of all households are living in a housing cost burdened situation, the cost of living is 13% higher and housing is 29% higher than the national average. It is therefore imperative to create and preserve more housing options and to establish more funding for programs that help residents attain housing that is affordable.



[10] Homeownership Is Affordable Housing, Housing Finance Policy Center, Urban Institute, Mike Loftin, May 2021

RACIAL DISPARITIES AND HOUSING JUSTICE

The Fair Housing Act has historically protected people from adverse treatment in any housing transaction based upon seven protected classes: race, color, national origin, religion, sex, disability, and familial status. In June of 2020, The United States Supreme Court ruled in Bostock v. Clayton County that the statutory protection against sex discrimination in the employment context includes protection from discrimination on the basis of gender identity and sexual orientation. In January of 2021 President Biden issued an Executive Order applying the Court's reasoning to other federal statutes, including the Fair Housing Act, .[11] The City of Flagstaff has consistently supported the provision of fair housing for all residents without limitation to those classes protected by the Fair Housing Act.[12]

While this Plan focuses on income levels and housing situations for Flagstaff residents, we also must consider racial and ethnic compositions when discussing housing stability. Decades of structural racism have created tremendous racial and ethnic disparities in housing, and that legacy continues to shape the present landscape. Racial disparities in housing manifest in several ways from affordability, quality, segregation, homelessness, and wealth building.[13]

Owning a home is a primary way to build wealth in America and because of the legacy of racist housing policies, people of color have been denied wealth building opportunities that were given to whites. The racial homeownership gap is worse today than it was in 1960 when housing discrimination based on race was legal.[14] Black Americans have the lowest rate of homeownership in the US at a rate of 47%, compared to 76% for White Americans. The rate for Hispanic homeownership is 51.4% and Asian, Native Hawaiian and Pacific Islanders, 61.4% (2020 US Census Data). In Flagstaff, white households significantly have higher access to homeownership then households of other races and ethnicities. In fact, 62% of White households are homeowners compared to 24% of Black and African American households and 32% American Indian or Alaska Native.

The U.S. Department of Housing and Urban Development (HUD) receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. This data, known as the CHAS data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low-income households. The CHAS data for the recently released 2014-2018 period shows there are disparities between race and ethnic groups when it comes to housing cost-burden. The housing cost-burden figures quoted in the above section of this document come from the 2020 American Community Survey (ACS), which shows that housing cost-burden has increased since 2018. However, it is not possible to estimate racial and ethnic disparities from the publicly available ACS data, so this section relies on and quotes from the older CHAS data. The terms used in this section are consistent with HUD's racial and ethnicity terminology.

The nation's White alone (non-Hispanic) and Asian alone (non-Hispanic) households spent notably less of their incomes on rent. and are therefore least likely to experience rent burden in comparison to other racial

---

[11] Executive Order on Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation, January 20, 2021, The White House
[12] City of Flagstaff, Fair Housing webpage
[13] Racial Inequities in Housing, Opportunity Starts at Home
[14] Urban Institute, Housing Finance Policy Center, Reducing the Racial Homeownership Gap

and ethnic groups. .[15] In Flagstaff, Asian alone (non-Hispanic) households are most likely to experience housing cost-burdened in comparison to other racial and ethnic groups, with the highest racial/ethnic disparity of households living in housing cost burden in Flagstaff. This contrasts with national trends where Asian alone (non-Hispanic) households are the least likely to be housing cost burdened. White alone (non-Hispanic) households are least likely to experience housing cost burden, and this is consistent with national trends.

Underlying this disparity is differences in homeownership rates between racial and ethnic groups. Homeownership rates are important because renter-occupied households are far more likely than owner-occupied households to be housing cost burden. White alone (non-Hispanic) households are the most likely to own their home, and thus are the least likely to be housing cost-burdened.

Flagstaff's Percentage of Households Living Housing Cost Burdened by Racial and Ethnic Composition

Race/Ethnicity	Percent of All Households Cost Burdened	Percent of Renter Households	Percent of Homeowner Households
White alone, non-Hispanic	30.7%	38.1%	61.9%
American Indian or Alaska Native alone, non-Hispanic	38.4%	67.9%	32.1%
Hispanic, any race	34.2%	50.9%	49.1%
other (including multiple races, non-Hispanic)	40.8%	51.1%	48.9%
Black or African-American alone, non-Hispanic	39.5%	75.8%	24.2%
Asian alone, non-Hispanic	55.8%	60.5%	39.5%

[15] Joint Center For Housing Studies of Harvard University, Renter Cost Burdens by Race and Ethnicity

When considering the totality of past injustices, it is unfortunately not surprising that people of color are more likely to experience housing instability and homelessness. Applying Homeless Management Information System (HMIS) data[16], the Flagstaff area shows there are disparities between race and ethnic groups when it comes to risk of homelessness. Residents of Flagstaff who are American Indian or Alaska Native alone (non-Hispanic) disproportionately experience homelessness, making up 10% of Flagstaff's population but 38% of its homeless population. Residents who are Black or African American (non-Hispanic) or multiracial also disproportionately experience homelessness however Flagstaff's population for the above noted racial and ethnic groups is lower than White alone or American Indian or Alaska Native.

Flagstaff's Percentage of Individuals Experiencing Homelessness by Racial and Ethnic Composition

Race/Ethnicity	Percent of Population	Percent of HMIS Population
White alone, non-Hispanic	59.9%	38.6%
American Indian or Alaska Native alone, non-Hispanic	10.4%	38.4%
Hispanic, any race	19.7%	12.7%
other (including multiple races, non-Hispanic)	5.3%	6.6%
Black or African-American alone, non-Hispanic	1.9%	3.1%
Asian alone, non-Hispanic	2.5%	0.4%
Pacific Islander alone, non-Hispanic	0.3%	0.2%

The City of Flagstaff is dedicated to continuing to examine how different racial and ethnic groups will likely be affected by proposed funding decisions, processes, programs, and policies. The City of Flagstaff is committed to examining solutions that will eradicate the racial and ethnic disparities in housing outcomes and homelessness.

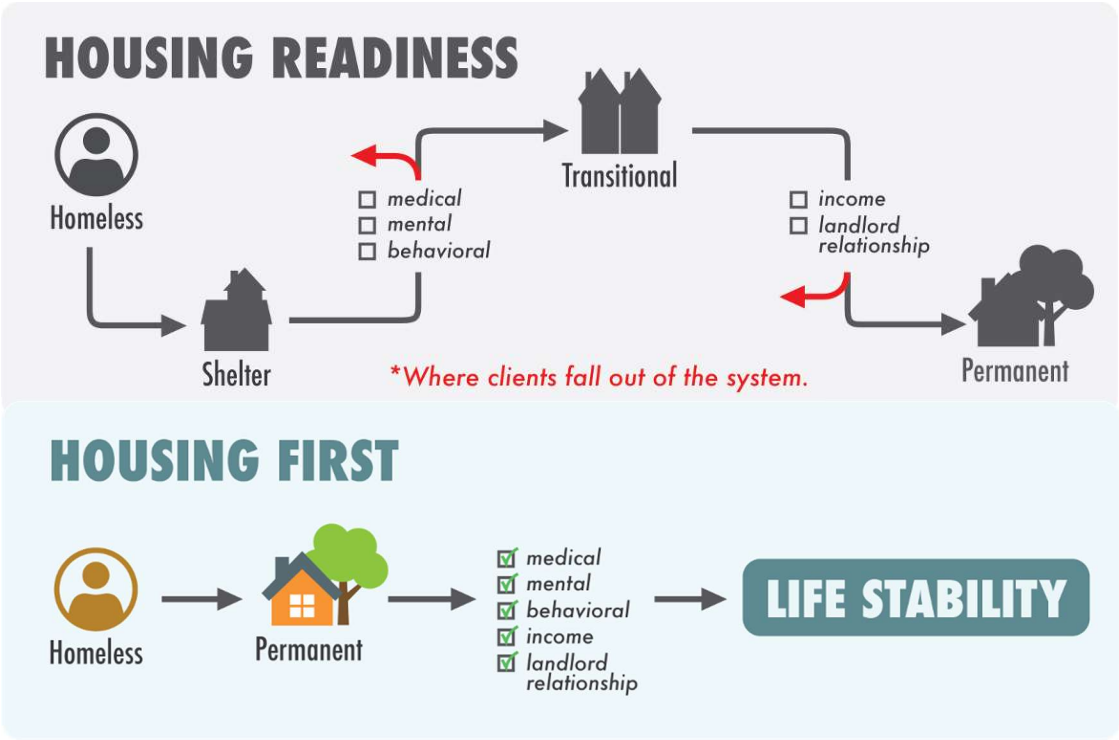
[16]HMIS is a local data information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of becoming homeless.

Important Topics in Housing

WHAT IS HOUSING FIRST?

Housing First is an approach that prioritizes providing permanent housing to people experiencing homelessness and individuals with any degree of service need, thus ending their housing instability, and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything other critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

The flexible and responsive nature of a Housing First approach allows it to be tailored to help anyone. As such, a Housing First approach can be applied to help end homelessness for a household who became homeless due to a temporary personal or financial crisis and has limited-service needs, only needing help accessing and securing permanent housing. [17]



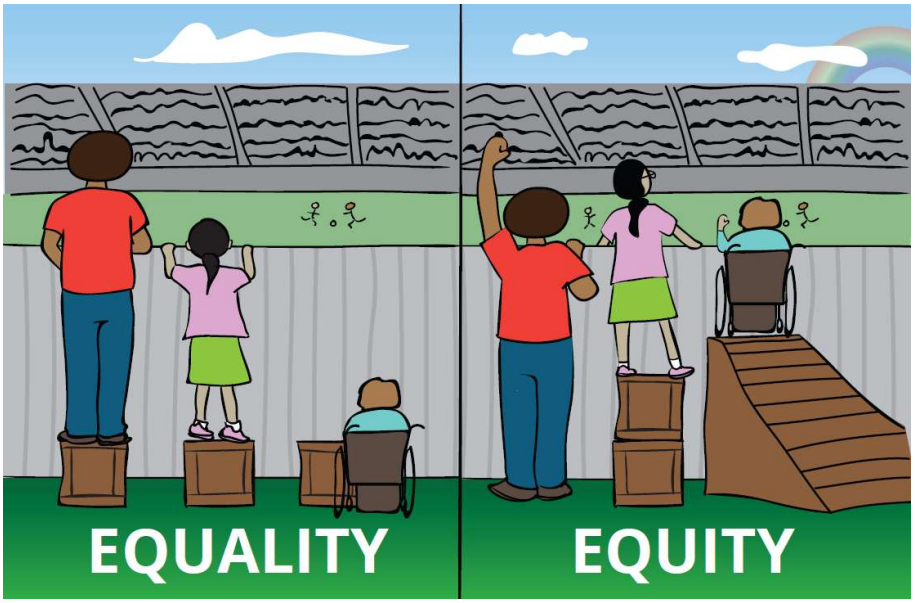
Housing First, Marin County

[17] National Alliance to End Homelessness, "What is Housing First?", - April 2016 Publication, https://endhomelessness.org/resource/housing-first/

HOUSING EQUITY

Housing equity is central to this Plan. Equity is different from the concept of equality. Equality is defined as treating everyone the same and giving everyone access to the same opportunities, under the assumption that everyone will benefit from the same support and services. Some groups are situated differently because of historical and current discrimination against them. Equity addresses those differences. Equality is about sameness, focusing on making sure everyone gets the same thing, while equity is about fairness, ensuring that each person gets what the person or population needs. Policies that aim to achieve equity may result in an unequal distribution of resources but will lead to more equitable outcomes for everyone.[18]

Source: Equity Tool



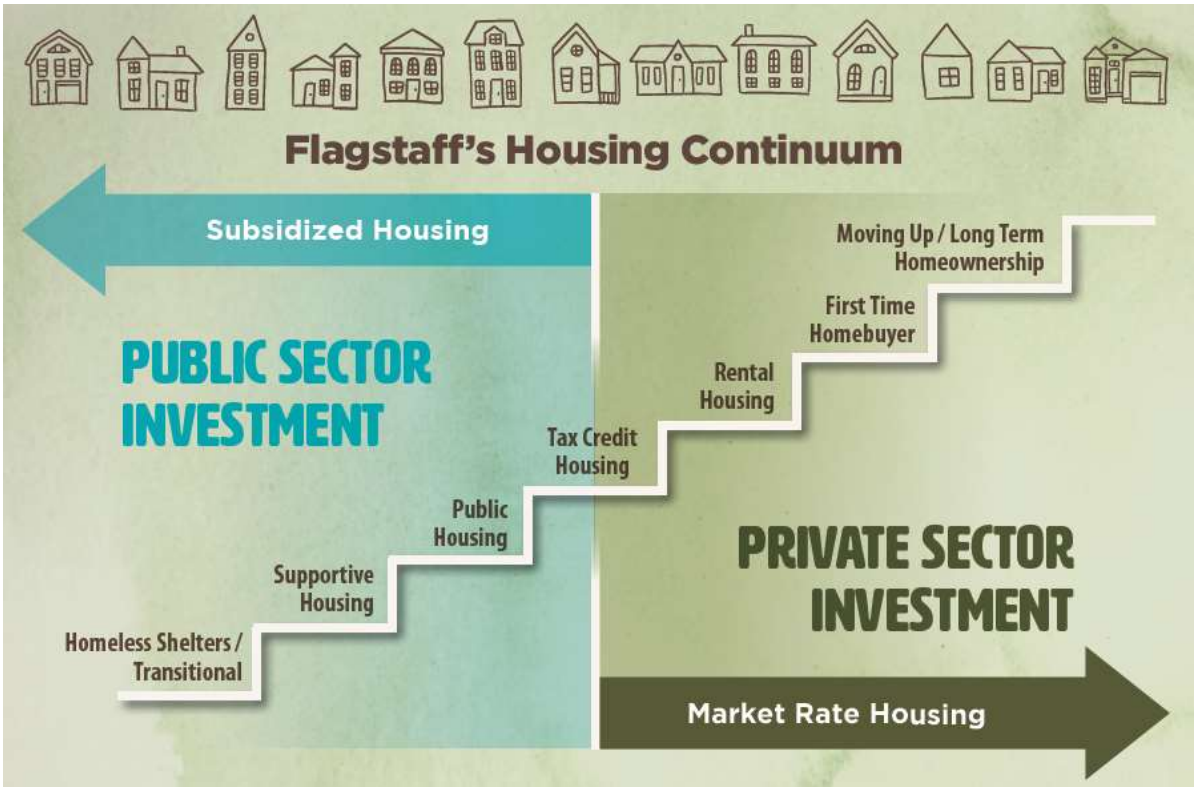
[18] Homeless System Response: Part1: Equity as the Foundation, Department of Housing and Urban Development

FLAGSTAFF'S HOUSING CONTINUUM

The housing continuum is a strategy that represents a variety of housing types available for households at all income levels. It indicates that households with different levels of income require different levels of subsidy to move up or advance through the housing continuum. For the purpose of this Plan, we will use the housing continuum as a method to communicate possible housing solutions for households at all income levels.

For example, an extremely low-income, three-person household earning less than $21,960 (30% AMI) annually will require a greater levels of housing subsidy (such as move-in assistance and public housing). This household would fall lower on the housing continuum compared to a low-income, three-person household earning less than $55,350 (80% AMI), who may need a smaller housing subsidy (such as assistance paying for their rental deposit).

Addressing the Housing Emergency will require adequate funding for programs such as eviction prevention, down payment assistance and employer assisted housing programs. It will also require the creation and preservation of affordable rental and ownership opportunities. These bold steps must be accomplished in partnership across the housing sector, including all levels of government, non-profit housing providers, private industry, and housing advocacy from our community at large. Housing types such as accessory dwelling units, tiny homes or co-housing communities are not specifically shown on the basic housing continuum, however they are a vital part of potential housing options and will be taken into consideration during the Plan's implementation.



FORMS OF HOUSING

Since the middle of the 20th century, housing production has focused mostly on the low- and higher-density extremes – detached single-family homes and mid to high-rise apartment buildings. For Flagstaff to obtain affordability along the housing continuum it will likely need to broaden housing development to include "Missing Middle Housing," a term that describes a range of multi-unit or clustered housing types that are more compatible in scale with single-family homes and neighborhoods. Missing middle building types include duplexes, triplexes, fourplexes, townhomes, live/work, cohousing, accessory dwelling units, and courtyard buildings. These building types are called "missing" because although historically they have played an instrumental role in providing housing choices and affordable options in many cities across the country, they have typically been difficult to build under land-use laws in many cities since the mid-1940s. The term "middle" refers to building types that sit in the middle of the density and affordability spectrum. Missing middle building types have delivered attainable choices to families with a range of incomes and have the potential to play a significant role in achieving attainable rental and ownership housing options across the housing continuum in Flagstaff. Their perceived density – similar in form to single-family homes – is also more compatible with established neighborhoods where the scale of development is important to local residents. The images below visualize the various missing middle building types:

Missing middle housing not only affects affordability but can also lower our community's carbon footprint by increasing the walkability of our neighborhoods. Higher density housing development with a mix of other land uses within close-proximity – such as retail and recreation – encourages walking, biking, and transit use instead of the predominantly car-dependent nature of single-family neighborhoods.

Transitioning from car-dependent development to more walkable, pedestrian-oriented development is also integral to achieving the City of Flagstaff's carbon neutrality goals. When a variety of missing middle building types are combined in a neighborhood (often with detached single-family homes), this helps to provide enough households within walking distance to support local businesses, such as grocery, and public transit. Missing middle housing can also provide a walkable transition area from low-density single-family neighborhoods to high-density apartment, retail, and office districts. Over the last 50-years walkable development has focused on mid/high-rise buildings that offer many units within close-proximity of amenities but often lack the independence and sense of community that many households and individuals are looking for. Missing middle housing can increase density and sustainable development patterns while maintaining a sense of community that is attractive to a variety of households.

How is Market Rate Housing Funded?

Funding for the construction and sale of market rate homes most often utilizes borrowed funds and therefore is based on risk – the lower the risk, the more funding that is available and vice versa. Lenders and other financing institutions look at numerous factors such as market trends and housing supply/demand in determining how much they will lend and at what interest rate for the construction of new housing, thus the availability of funds and what gets built with the funds is highly influenced by the lending and housing market. At the same time, homebuyers access market rate housing primarily through loans that take the households income, credit and debt to income ratios into account when determining the purchasing power of the household. Therefore, monitoring housing, construction and market conditions / trends is essential when implementing the 10-Year Housing Plan because they will impact the viability of the 10-Year Housing Plan's policy initiatives and strategies. Refer to the following section regarding what Flagstaff families can afford when it comes to housing in today's market.

WHAT CAN FLAGSTAFF FAMILIES AFFORD?

What Can Flagstaff Families Afford?

Household Type	Retiree on Fixed Income	Service Industry Worker @ $15/hr.	Single Parent with 2 children	Family of 4 people	Young married couple
Number in Household	1	1	3	4	2
Estimated Household Income	$16,140	$31,200	$55,350	$76,800	$73,800
% of Area Median Income	30%	58%	80%	100%	120%
Max **Rent** They Can Afford	$404	$780	$1,384	$1,920	$1,845
Max **Home Purchase Price** They Can Afford *	$49,000	$125,000	$248,000	$359,000	$343,000
$ Needed for **Downpayment & Closing Costs** *	$3,185	$8,125	$16,120	$23,335	$22,295

** 4.0% interest rate; 30-year term with 3.5% down payment. Assumes 30% housing ratio and that household debt does not impact affordability. Insurance = $50/mo. Taxes = $120/mo. No HOA payment. Monthly MI @0.28%.*

Image & below text provided by Housing Solutions of Northern Arizona

The image above, created by Housing Solutions of Northern Arizona and the City's Housing Section, provides a visual of households that fall within extremely low income, very low income, low income, median income and moderate- income categories. This image presents these household situations and the maximum rent and maximum mortgage that each household can tolerate in order to obtain an affordable housing situation. For details on the methodology used, please refer to the Survey and Methodology Document.

Summary for What Families in Our Community Can Afford:

- Very low-income households, including those on fixed incomes, cannot afford to purchase a home in our community. They struggle to find a rental they can afford, as extremely few studios or 1-bedroom units are available for $404 per month.
- In general, minimum-wage workers cannot afford to purchase a home in our community. These families also struggle to find decent rentals even with a higher monthly budget for rent. While a few units with rent below $780 per month may be found, a household is hard pressed to find a rental that is not a studio or a single room at that price.
- 80% AMI households can likely rent a market rate unit, although they possibly may pay more than an "affordable" portion of their monthly income. They struggle to find a house to purchase, with buying power around $250,000. In September of 2021, Flagstaff's Multiple Listing Service (MLS) had three homes in that price range on the market. Of those homes, all three are two bedrooms or less. Homes in this price range are often condos with Home Owner Association (HOA) fees, increasing the monthly cost of housing.

- Households in the 100% to 120% AMI range can likely find a rental for their families and can potentially afford a mortgage that allows them to purchase a home in the Flagstaff market. Down payment and up-front loan costs are often barriers to homeownership for these families because it is very difficult to save the necessary amount when households are rental-cost-burdened and home prices in Flagstaff continue to rapidly increase. If we assume a family is using FHA financing (which has one of the lowest down payment requirements a minimum of 3.5%), this family would need to have a minimum of $20,000 in cash available for their home purchase.

Homeownership in Flagstaff

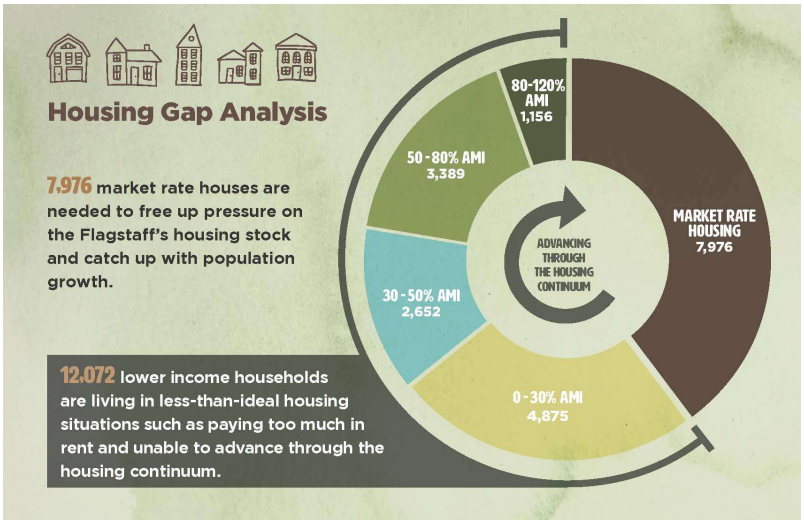
The American Dream of homeownership is slipping away for families in Flagstaff. Our community continues to see home price appreciation exceed wage increases, creating a larger and larger gap between home sales prices and what Flagstaff residents can afford. In the first half of 2021, Multiple Listing Services (MLS) data showed that the median home sales price in Flagstaff exceeded $500,000 for the first time. Homeownership is now attainable for wealthy families in Flagstaff, but a distant dream for our workforce. The consequences of home price increases are dire, as more and more members of our workforce look to leave Flagstaff's high-cost housing market and relocate to other communities where housing is within reach. Over one in four survey respondents (26.7%) indicated that they were either very likely or nearly certain to leave Flagstaff due to housing costs. Right now, homeownership barriers include the lack of lower-priced inventory and the need to have more money for down payment and closing costs. In 2021, we are fortunate to have continued low interest rates, but if and when mortgage interest rates increase, buying power will be reduced and the challenge will be even greater.

FLAGSTAFF'S HOUSING GAP ANALYSIS - QUANTITATIVE RESULTS

This Plan seeks to understand the gap between available housing and Flagstaff's housing needs. City staff, Housing Commission members and community experts created an Informal Working Group that performed a housing gap analysis to determine both Flagstaff's current housing needs and its available housing stock. To determine the affordable housing need a methodology from the Joint Center for Housing Studies of Harvard University19, Montgomery County Interagency Commission on Homelessness20, and Freddie Mac Housing and Economic Research[21] division was applied. The housing gap analysis reveals the estimated number of affordable housing units needed based on local income levels and bedroom sizes.

To define the City's need for market rate housing, the team used a proxy figure: the gap in housing supply from declines in housing construction and conversion from long-term housing to short-term rentals (STRs) since 2000. Other influential elements that also impact Flagstaff's overall housing supply include the decrease in average household size, an increase in second homes in Flagstaff, an increase in university student population and limited developable land in Flagstaff.

The housing gap analysis found that Flagstaff currently has an undersupply of 7,976 housing units and 12,072 households with an affordable housing need.



[19] Joint Center for Housing Studies of Harvard University, *Estimating the Gap in Affordable and Available Rental Units For Families*, Witney Airgood-Obrycki, Jennifer Molinsky, April2, 2019

[20] Montgomery County Interagency Commission on Homelessness, Appendix Four: Housing Demand and Supply

[21] Freddie Mac, Insight Report, The Housing Supply Shortage: State of the States, February 27, 2020

Importantly, Flagstaff's undersupply of housing does not alone mean that our community has 20,048 households living without a place to call home. It means, that 12,072 lower income households are living in less-than-ideal housing situations such as paying too much in rent and unable to advance through the housing continuum, while the remaining 7,976 market rate houses are needed to free up pressure on the Flagstaff's housing stock and catch up with population growth.

This Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

Goal: Reduce the current affordable housing need in Flagstaff by half.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

In a market without enough homes and without adequate subsidies, the people who lose out are Flagstaff's low- to moderate-income residents: 47% of our population. This Plan's policy initiatives and strategies include increasing both the subsidies that provide targeted assistance to households in need and the number of housing units. . Both elements above are mutually interchangeable and will require bold action to address the Housing Emergency.

Affordable and Subsidized Housing Gap Analysis

Flagstaff is faced with demand for housing that far exceeds supply. To capture the demand and supply imbalance, the City analyzed the distribution of household size and income ranges from the 2019 American Community Survey, Census data and the Coconino County Assessor's office. These figures identify and highlight the types of housing units that are under- or over-supplied in the Flagstaff city limits, including communities in the 86004 and 86005 zip codes like Doney Park, Kachina Village and Mountainaire.

12,072 lower income households are living in less-than-ideal housing situations such as paying too much in rent and unable to advance through the housing.

This housing gap analysis found there is not enough affordable-priced housing or subsidies available for households earning less than $66,400 (0-80% AMI) per year.

- For extremely low- to low-income households, Flagstaff currently has 10,916 households living in less than ideal housing situations. Of those households, 7,335 are living in one- and two-bedroom homes. These low income (0-80% AMI) households make up 47% of Flagstaff's population and require substantial subsidies to achieve housing that is defined as affordable at their income level.

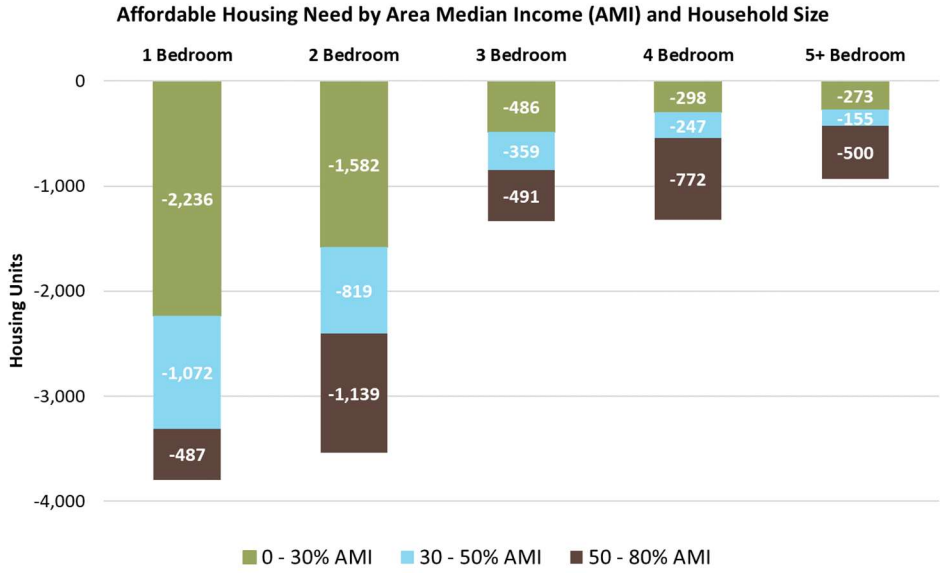
For low- to moderate-income households earning between $66,400 and $101,520 (80- 120%), the affordable housing gap analysis found that while these households have a slightly higher advantage in finding affordable housing, 1,156 households are living in less than ideal housing situations.

- Of those 1,156 households, 1,037 are living in four-and five-bedroom units. These low- to moderate-income households make up 18% of Flagstaff's population and require some amount of subsidy to achieve housing that is defined as affordable at their income level, especially for larger households.

12,072 Households in Need of an Affordable Housing Subsidy or Unit

	Income & Household Size					
	AMI Range	1 Person	2 Person	3 Person	4 Person	5+ Person	
Extremely low to low Income	0 - 30%	-2,236	-1,582	-486	-298	-273	10,916 Households
	30 - 50%	-1,072	-819	-359	-247	-155	
	50 - 80%	-487	-1,139	-491	-772	-500	
Low to Moderate Income	80 - 100%	212	248	114	-366	-311	1,156 Households
	100 - 120%	-119	1,206	2,708	247	-360	
	> 120%	-1,261	-4,514	6,366	4,562	392	

The results above indicate that a large portion of Flagstaff's households are paying more than 30% of their household income on housing; are "doubling up" or living in smaller than ideal units (defined as greater than two persons per bedroom). The chart below shows subsidies and housing need by bedroom size for those households living in 0-80% of the Area Median Income range. For 2021 Area Median Income Limits for Flagstaff refer to the Survey and Methodology Document.



SERVING LOCAL RESIDENTS THROUGH CITY OF FLAGSTAFF HOUSING PROGRAMS

The mission of the Housing Section is to develop a viable urban community by providing decent and adequate housing, a suitable living environment, and expanded economic opportunities for the Flagstaff community, especially for low- and moderate-income persons.

The City of Flagstaff's housing programs serve local residents living and working in the Flagstaff community by requiring owner occupancy. Programs require income verification and serve residents primarily living in the 0-80% area median income range, other City programs serve up to 125% AMI, but resources are limited.

Housing is an important community issue in Flagstaff. The limited supply of housing for low- and moderate-income residents affects our quality of life and our ability to grow and develop economically. The City of Flagstaff Housing Section works to address the shortage with a number of programs and tools designed to:

- Coordinate with community partners for crisis housing
- Assist low-income households with affordable rental resources
- Increase housing inventory and availability
- Economically stabilize lower income families through the benefits of homeownership
- Support efforts for safe and adequate homes
- Revitalize community neighborhoods

The City of Flagstaff Housing Section includes a variety of programs to serve families and individuals throughout the housing continuum of homelessness to homeownership. Many programs are delivered in collaboration with community partners and other agencies. For a detailed list of local housing programs, visit the Housing Sections webpage.

City of Flagstaff Land Designated for Affordable Housing

There are a total of 41.3 acres of vacant City owned land dedicated to affordable housing. This acreage is spread across nine different properties of varying sizes and land use designations. Six of the properties are already zoned for multi-family use, the other three are not and would require rezoning. Over the years several plans for affordable housing on City of Flagstaff's properties were created, but for several reasons – community opposition, financing issues, and changing market conditions – the units were not constructed. If the units from each of those prior plans and additional affordable units from the remaining properties were totaled, an estimated 254 affordable units could be built on City of Flagstaff property designated for housing. It's important to note that actual unit counts will vary depending on development partners, the site planning processes, and perhaps most significantly, neighborhood input.

In the next 10 years, the City of Flagstaff will endeavor to construct 254 affordable housing units on vacant City owned property, currently designated for affordable housing. While this number is nowhere near the Plan's goal of 7,976 units, the use of vacant City owned land is only one of the multiple strategies in this Plan that seek to create additional units. The responsibility of delivering affordable units in the community must be shared among private and public landholders, developers, non-profits and public agencies.

City of Flagstaff Housing Authority and Possibilities

The City of Flagstaff Housing Authority (CFHA) is a section within the City that manages the City's public housing. The City owns and manages 265 public housing units, of which 100 units are located in Siler Homes and 127 units are located in Brannen Homes. The remaining 38 units are scattered throughout the City. All properties are a part of HUD's Public Housing program and are currently subject to restrictions set forth in Declarations of Trust.

The Department of Housing and Urban Development (HUD) has developed a voluntary Rental Assistance Demonstration (RAD) program. RAD seeks to preserve public housing by providing Public Housing Agencies (PHAs) with access to more stable funding to make needed improvements to properties.

Public Housing Agencies and owners of other HUD-assisted properties are able to convert units from their original sources of HUD financing to project-based Section 8 contracts. The primary benefit of RAD is that properties that convert under this process are no longer restricted from securing private sources of capital financing and the owners are therefore able to address deferred maintenance and/or redevelop. Additional information about RAD can be found online at HUD's Rental Assistance Demonstration Website. In addition to RAD, the City is interested in other repositioning options including, but not limited to, Section 18, Voluntary Conversion, in conjunction with Low Income Housing Tax Credits (LIHTC), and other financing advantageous for each project. Through this process, all current residents of public housing have the right to return to the redeveloped units, thus no one who currently lives in Public Housing will be permanently displaced.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's vision is to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units. The City shall maintain ownership control and management of all properties in accordance with Federal regulations and subject to HUD approval.

Additional information about the location and number of future affordable housing units will be available as the City of Flagstaff pursues its Rental Assistance Demonstration (RAD) partnership with an experienced affordable housing developer.

Building Unity in the Community

Building support around the development of affordable housing is a key component for the success of this Plan and its implementation. In fact, community opposition has proven to create challenges and barriers to the City's success in creating additional affordable housing. Community support is imperative when addressing the Housing Emergency.

This means providing affordable housing opportunities for our firefighters, police officers, teachers, sanitation workers, construction workers, young professionals, small business owners and other working families - those who rescue us in times of need, keep our streets clean and safe, educate our children, and stock our grocery stores, among other critical functions. It means providing housing opportunities for our service industry and healthcare workers who fuel our economy and care for us and our loved ones. It means providing housing opportunities for our veterans who have served our country and fought for our freedom. It means providing housing opportunities for young adults and young families, who are our future, as well as existing residents who have fueled our economic growth. It also means enabling our seniors and legacy residents to remain in the city that they helped build.[22]

Affordable housing builds community and character. Ensuring that affordable housing incorporates the principles of good design and that it is well-integrated into the neighborhood, within walking distance to public transportation, schools, medical facilities, and grocery stores is key to building a healthier more livable Flagstaff. Below are images of local housing developments that are well-designed and have deed restricted affordable units that Flagstaff local residents can call home.

The above developments from left to right show 1.) Flagstaff Senior Meadows, serving seniors up to 60% AMI with 60 rental units. 2.) High Country Estates, serving up to 60% AMI with 44 rental units 3.) Rio Homes Land Trust, serving up to 124% AMI with 21 ownership opportunities.

[22] Housing Phoenix, Creating a Stronger and more Vibrant Phoenix Through Increased Housing Options For All, 2020

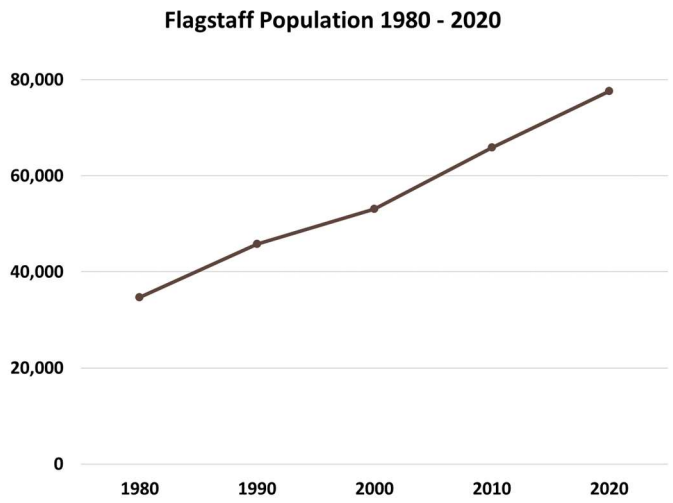
Market Rate Housing Gap Analysis

The Gap Analysis Informal Working Group worked to perform a gap analysis for market rate housing. This group estimated the market rate housing needs through the use of US Census data for the Western Region and short-term rental (STR) data from LodgingRevs, a STR compliance database. Other measurements used for the market rate housing gap analysis were population growth, changes to the average household size, second home numbers and Northern Arizona's university student population.

POPULATION GROWTH

Flagstaff is a growing city, drawing in new residents year after year with our strong economy, high quality of life, and cultural attractions.

Since 2000, Flagstaff's population has grown by 47% to 29,060 households and 77,590 people.



Growing population sectors include the elderly, university students, single-parent households, and non-family households. These community members need diverse housing options within proximity to jobs, schools, and services.

As our population grows, more of our residents experience challenges finding housing within an affordable price range. Flagstaff's household demographics are changing in multiple ways: while more people are moving here, household sizes are decreasing. Both of these factors impact market demands.

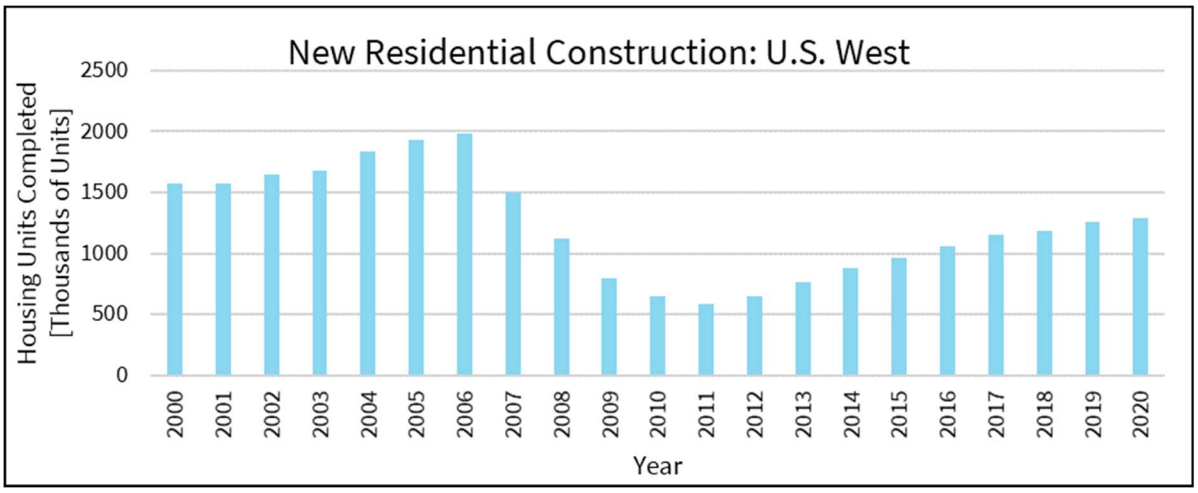
Decrease in Average Household Size

Housing demand is closely related to population and household size. Flagstaff's demographics have seen significant shifts: our population is aging, and household sizes are shrinking.

- Growth in the 65-year-old age group and over population has created new demands for affordable, accessible housing. As this older population is aging in place and needs smaller homes, we want to help our older residents stay in Flagstaff.
- Flagstaff's families are having fewer children and single parent households are rising. These changes increase the need for housing types that fit smaller families.

In conclusion, Flagstaff's average household size has declined from 2.80 in 1990 to 2.67 in 2019. This shift means that more homes are needed for the same population of people, exacerbating Flagstaff's housing gaps.

HOUSING PRODUCTION



US Census New Residential Construction, Western Geographic

While Flagstaff has experienced consistent population growth over the last 20 years, the regional housing supply has not grown at the same rate. For example, new residential housing construction in the Western United States was strong in 2006, and then declined in 2007-2011. Housing construction slowly increased after the Great Recession, but still has not returned to 2006 production levels. This regional trend has been replicated in Flagstaff with the decline in homebuilding, all while Flagstaff's population grew by 25,046 people since 2000.

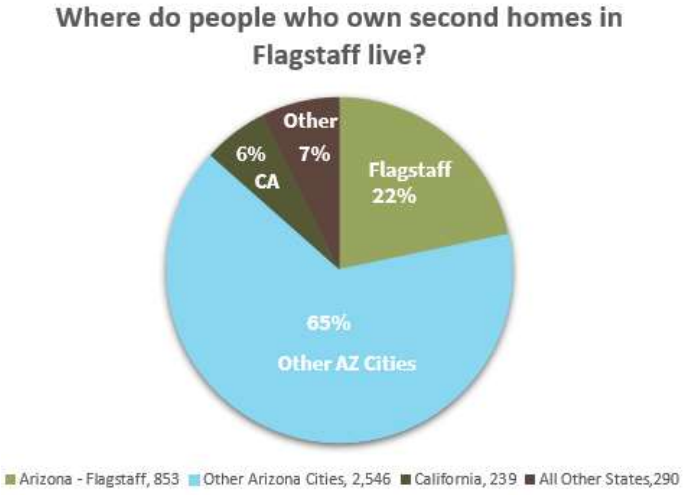
Based on Flagstaff's share of population in the region the market underproduced housing by approximately 7,936 units.

This housing underproduction is complemented by other local household demographics and limited developable land. Housing trends such as second homes and the university student population also exacerbate market rate housing supply.

SECOND HOMES IN FLAGSTAFF

Another community characteristic impacting market rate housing supply is the large number of second homes in Flagstaff. Second homes are defined as properties that are not used as a primary residence. Flagstaff is a popular choice for second homeowners. Highly impacted by seasonal migration, second homeowners look to Flagstaff to escape the desert heat of lower-lying regions in the summer in Arizona and beyond, visit Arizona's prime mountain town in the winter, and have a home for year-round recreational amenities.

One of climate change's most significant impacts in Flagstaff will be an increase in visitation, migration, and population, resulting in an increase in demand for housing. The Phoenix area – one of the country's fastest growing and largest metro areas, now exceeding five million people – will begin to see hotter and hotter summers, with 24 more days of dangerous heat and temperatures regularly exceeding 120 degrees Fahrenheit.[23] Due to these changes, we can expect visitation and migration to Flagstaff to increase, as many Phoenix-area residents look to escape hotter and hotter temperatures during the summer through weekend visitation, season-long visits, or second homes.



In addition, with its temperate climate, Flagstaff is likely to become a climate refuge destination that attracts people from beyond Arizona, as dramatic migration shifts occur across the country. [24] These downstream effects of climate change result in more people in Flagstaff competing for a limited supply of housing, with domino effects on Flagstaff's housing market and land use. We can expect that climate change will dramatically exacerbate Flagstaff's housing problems, making the current crisis worse by increasing the demand for more full-time housing units as well as second homes.

Flagstaff has 3,928 second homes within city limits. This number amounts to 22% of all Flagstaff parcels, significantly affecting the overall housing supply and primary residents' ability to attain housing.[25] Many of second homes in Flagstaff are larger luxury homes, with an average assessed value that is $30,000 higher than owner-occupied homes. Approximately 853 of those second homes are owned by full- time Flagstaff residents. 2,546 are owned by residents of other cities in Arizona and 529 are owned by residents of other states.

The prevalence of second homes, which are often vacant, eliminates housing options for local residents - especially the four- to five-bedroom homes as noted in the above Affordable and Subsidized Needs

[23] Understanding climate change from a global analysis of city analogues, July 2019
[24] The Flagstaff Carbon Neutrality Plan, City of Flagstaff, June 2021
[25] Coconino County Assessor Office, 2021 data

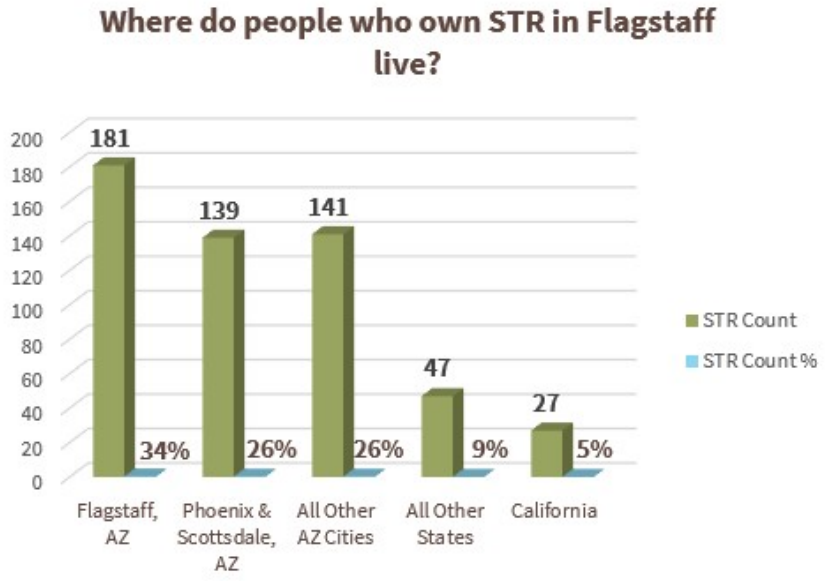
Assessment. On the other hand, even though these larger homes are not occupied year-round, their homeowners are part-time residents contributing to the local economy and taxes.

SHORT-TERM RENTALS (STR) AND VACATION RENTALS

Arizona law restricts local governments from enacting meaningful short-term rental regulations or limitations. Without a state preemption, local governments would have flexibility to regulate the number, location, and uses of short-term rentals in addition to limiting the number of short-term units per owner.[26] There are arguments both for and against the preemption currently impacting potential legislation and there are possible legal implications as well.

Short-term rentals (STRs) have become very popular in Flagstaff. STRs increase pressure on the local housing market by removing approximately 535 housing units from residential use.[27] According to Harvard Law and Policy Review[28], short-term rentals likely reduce the affordable housing supply by distorting the housing market in two interconnected mechanisms. The first such mechanism is one of simple conversion: any housing unit that was previously occupied by a Flagstaff resident, but is now listed as a short-term rental year-round, is a unit that has been removed from the rental market and has essentially been added to the community's supply of hotel rooms. This leads to a real, but likely mild, increase in citywide rents, an effect that is concentrated in affluent or gentrifying neighborhoods.

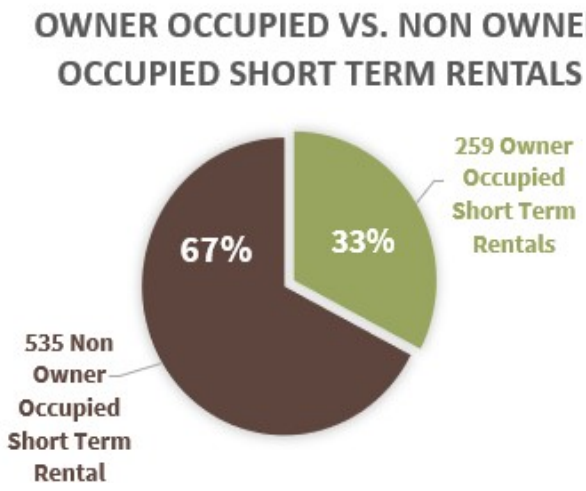
Today Flagstaff is short 535 housing units due to short-term rental conversion. Of these 535 non-owner-occupied short-term rentals, the majority are owned by residents from Flagstaff or other major cities in Arizona; 74 (9. 3%) owners are from out-of-state.



[26] State-Level Legal Barriers to Adopting Affordable Housing Policies in Arizona, Arizona State University, Morrison Institute of Public Policy, November 2021
[27] LODGINGRevs, City of Flagstaff Data
[28] How Airbnb Short-Term Rentals Exacerbate Los Angeles's Affordable Housing Crisis: Analysis and Policy Recommendations, Dayne Lee

“Hotelization” is the second mechanism of housing market distortion, according to the Harvard Law and Policy Review study. So long as a property owner or leaseholder can rent out a room on Airbnb (or another short-term rental service) for cheaper than the price of a hotel room, while earning a substantial premium over the residential market, there is an overpowering incentive to list each unit in a building on Airbnb rather than rent to [Flagstaff] residents, thereby creating "cottage hotels". This decreases the supply of housing and spurs displacement, gentrification, and segregation.

While approximately 259 owner-occupied short-term rentals exist within Flagstaff city limits, the Informal Working Group did not count these owner-occupied, single bedroom short-term rentals in the gap analysis. This active income from owner-occupied STRs provide additional income that owners can utilize in paying their mortgage and possibly removes their household from living housing cost burdened. Perhaps more importantly, because the owner still occupies the home while renting out a room, the home is still housing a full-time resident of Flagstaff and so is not taken out of the housing market.



NORTHERN ARIZONA UNIVERSITY STUDENT POPULATION AND ON CAMPUS HOUSING PRODUCTION

Founded in Flagstaff in 1899, Northern Arizona University (NAU) is a growing university with its main campus located in the heart of Flagstaff. NAU students currently make up approximately twenty six percent (26%) of Flagstaff's population. University students are a valued part of our community, yet their continued demand for housing impacts cost and availability of housing for permanent residents. This results in a higher demand and less supply, mostly for multi-family housing.

NAU's Flagstaff-based undergraduate enrollment increased 51% from 2000 to 2020, rising from an enrollment of 13,546 students to 20,433 on campus students. Over the same period, NAU increased its on-campus housing capacity by 38%, from a capacity of 6,283 students to 10,144 students. NAU takes pride in ranking in the top 1% nationally for on-campus housing capacity per student. NAU housed 44% or 8,951 of its Flagstaff-based students in 2020, which was down significantly from previous years due to the university's COVID-19 mitigation strategy. [29] On-campus student housing occupancy at NAU typically runs at or near full-capacity.

NAU has aggressively built on-campus student housing, but approximately 11,480 university students still lived off campus in 2020. Since 2011, several private off-campus student-specific developments have been constructed. The Jack, The Standard at Flagstaff, Fremont Station, The Grove, and most recently the Uncommon all provide a student-focused residential experience but allow for housing of anyone who qualifies. Combined, these developments provide 3,531 beds. The above noted developments are examples of developers purchasing privately owned property in locations already zoned to accommodate multifamily housing. In cases like these, the City of Flagstaff applies the rules and regulations for development at the time of application which limits the discretion of the City of Flagstaff. . Furthermore, the City of Flagstaff does not have authority in controlling construction on the NAU campus nor student enrollment.

While most of the remaining NAU students compete with other Flagstaff residents for housing, either renting apartments or rooms in single family homes, many of these students are likely cost-burdened as the estimated annual cost of attendance (Tuition and Fees + Books, Housing, Meals, Transportation and Personal expenses) is $28,430 at NAU for Arizona residents living off campus, $33,755 for students from one of the Western Undergraduate Exchange member states or $43,176 for other non-resident students. [30] For the 2020-21 Academic Year, 60% of full-time undergraduate students received financial aid. On average, need-based financial aid covered 65.1% of those students' cost of attendance meaning many students are required to take on unsubsidized or private student loans, find a job, or rely on family contributions to meet their needs.[31]

---

[29] Northern Arizona University, Intuitional Research and Analysis, Fall 2020 Fast Facts and Data provided by NAU

[30] Northern Arizona University, Tuition and Expenses

[31] Northern Arizona University, Common Data Set 2020-2021

FLAGSTAFF HOUSING SURVEY – QUALITATIVE RESULTS

The 10-Year Housing Plan Survey collected data from Flagstaff residents on local living conditions, the cost of housing, and household goals. This survey builds on Economic Collaborative of Northern Arizona's (ECoNA's) Housing Attainability for the Flagstaff Workforce report.[32] Survey questions were reviewed by working group participants. The resulting data reinforced housing burden tensions for both homeowners and renters, while also generating a wealth of personal comments about Flagstaff's residents housing situations.

The survey was shared with Flagstaff businesses, multifamily developments, community members and the service provider network known as the Coconino County Continuum of Care. The City shared the survey via social media, Housing Authority program participant newsletters, Flagstaff's Community Forum and clients of emergency shelters and transitional housing. The survey was available online via Survey Monkey and in print at local libraries and with various service providers. Both English and Spanish surveys were available. refer to the Survey and Methodology Document to view the full survey and analysis.

Responses were collected between April 22, 2021 and June 15, 2021. With 2,949 responses, the results were compared with previously available data from the US Census and the Department of Housing and Urban Development . Data included responses from:

- 1,833 owners (62.2% of respondents),
- 943 renters (32.0% of respondents), and
- 81 people experiencing homelessness (2.7% of respondents).
- 78 of 85 Flagstaff neighborhoods or 91.8% of neighborhoods with at least one response,
- 896 (30.4%) provided some additional comment out of 2,949 responses.
- More than one in four respondents (28.3%) reported having lived in Flagstaff for ten years or more.

Survey responses highlight a wealth of strong opinions related to the housing market. The results reinforce the need to address housing attainability by illuminating the diverse, personal narratives of Flagstaff residents and bring the housing crisis to life. To reiterate from the previous chapter: In a market without subsidies, the people who lose out are Flagstaff's low- to moderate-income residents, which comprise 47% of our community.

[32] Housing Attainability for the Flagstaff Workforce, Economic Collaborative of Northern Arizona, November 2017

HOUSING BURDENED SURVEY RESULTS

Housing burden is defined as households paying more than 30% of their monthly gross income towards housing. Housing burden calculations were derived from survey respondents that provided income, utility, and monthly housing payment information. Burden calculations assumed a median value when provided a range, such as for income and utilities.

The results show that many households are housing cost burdened.

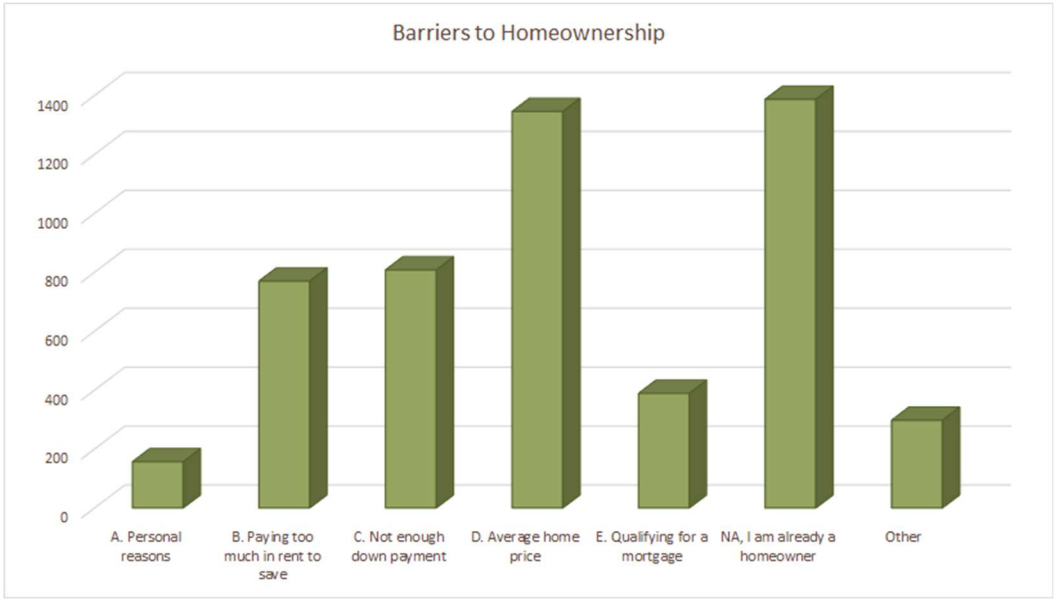
- 35.4% reported being housing burdened.
- Of renter respondents, 50.3% reported being housing burdened.
- Of homeowner respondents, 27.2% homeowner respondents reported being housing burdened.
- 22.8% reported being severely housing burdened, paying 50% or more of their income toward housing costs.

Overall Housing Burden			
Respondents that provided income, utility, and housing payment information			2,041
Respondents housing burdened	875	**Respondents severely burdened**	315
Percentage housing burdened	35.5%	**Percentage severely burdened**	12.8%
Owner Housing Burden		**Renter Housing Burden**	
Owners burdened	396	**Renters burdened**	454
Owners severely burdened	94	**Renters severely burdened**	206
Percentage of owners burdened	27.2%	**Percentage of renters burdened**	50.3%
% of owners severely burdened	8.2%	**% of renters severely burdened**	22.8%

BARRIERS TO HOMEOWNERSHIP

Almost all respondents answered the question "What, if any, do you see as barriers to homeownership in the future?" Respondents could select more than one barrier, resulting in 5,269 barriers from 2,915 respondents. Nearly half of all respondents (46.17%) identified as homeowners. Among respondents that were not already homeowners, almost eight out of nine (88%) cited average home price as a barrier. Over half of the non-homeowners cited paying too much in rent to [be able to] save (50%) or not [having] enough [for] down payment (53%).

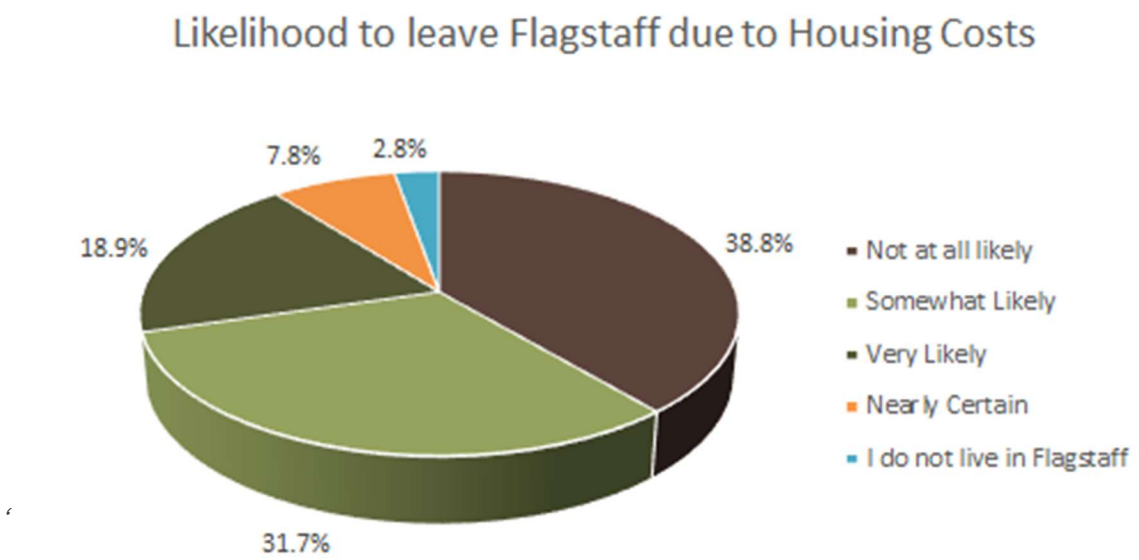
One in four non-homeowner respondents cited qualifying for a mortgage as a barrier (25%) and one in ten cited personal reasons (10%). One in ten of all respondents (10%) included a qualitative response comment. These responses are summarized in the word bubble.



RESPONDENTS CONSIDERING LEAVING

Flagstaff residents' responses to the Housing survey illustrated that the Housing Emergency is causing residents to leave Flagstaff. While nearly two in five respondents (39%) reported that they are "not at all likely" to move from Flagstaff, more than one in four stated they were either "nearly certain" or "very likely" to relocate due to housing costs. These responses are contextualized with later comments citing increasing cost of living, increasing rent, rising home prices, student housing, second homes, investment properties, and complaints about the styles of new construction. One respondent added:

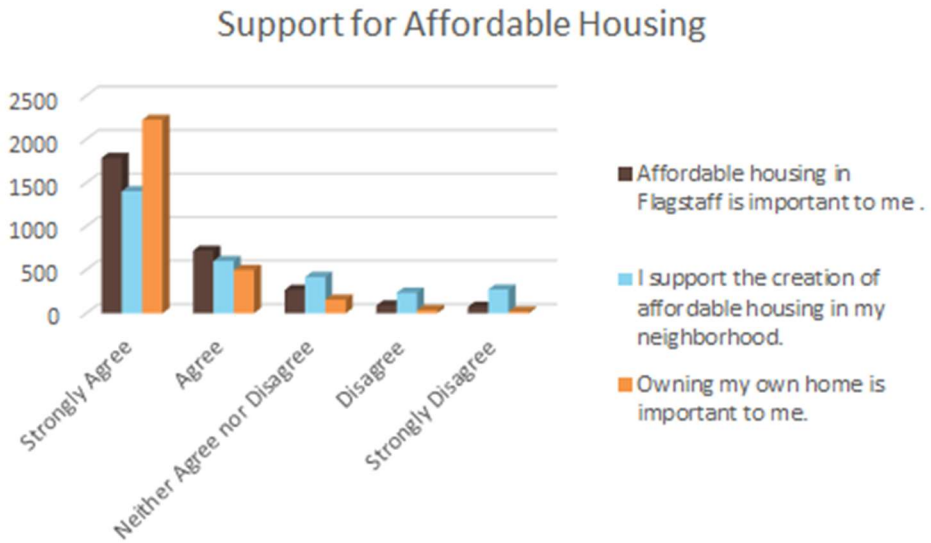
"I'm a 4th generation Flagstaff resident but the only people who seem to be able to afford to live here anymore are rich people [...]. The rest of us are hardworking poor who are being driven out".



SUPPORT OF AFFORDABLE HOUSING DEVELOPMENT

Flagstaff residents strongly supported the development of affordable housing in the survey: 17 out of 20 survey respondents (85%) supported or strongly supported affordable housing development. This includes 60.8% who "strongly agree" and 24.5% who "agree".

When this question is localized to the respondent's neighborhood, support for affordable housing development drops by about one-fifth among both "strongly agree" (47.9%) and "agree" (20.5%) groups. More pronounced than any other trend is that three out of four respondents "strongly agree" (75.8%, 2,224 responses) that owning a home is important to them, and an additional one in six respondents "agree" (16.9%, 497 responses).



This question indicates that community opposition, can impact affordable housing development. While a majority see affordable housing as valuable or even essential, having a development within one's neighborhood reduces overall support for affordable housing. This decrease in support, when widespread, can undermine community support, funding and implementation of affordable housing. When pursuing affordable housing development, community engagement and public participation are key.

PRELIMINARY COMMENT THEMES

Of the 2,949 respondents, 896 provided some form of comments (30.4%). This wealth of information includes personal narratives around housing, calls to action, complaints about home prices and high rent, short-term rental concerns and complaints, stories of relocating, comments on wages, and more. When possible, these responses have been included elsewhere in this document. A summary of the themes is highlighted in the word bubble.

HOUSING IS FLAGSTAFF'S INFRASTRUCTURE

Safe, decent, and affordable housing is a vital part of Flagstaff's infrastructure. Because housing is a basic human need that must come first, every unit counts. Affordable housing improves health and the environment, connects people to neighbors, bolsters housing productivity and economic growth, and supports local job creation.

Flagstaff's Interconnected Challenges and Shared Solutions

Informal working groups convened on the topics of housing and health, neighborhood and equity, housing and sustainability, and zoning and land use. Informal working groups were composed of City staff, Housing Commissioners and community experts. City Housing Section staff and the Economic Vitality Section worked together to discuss the connection between housing and economic growth. The working groups discussed how mutually connected housing is to all of the above topics. The groups defined housing barriers and challenges for residents and created policies initiatives and strategies to address the Housing Emergency and advance housing opportunity for all. Below you will read about Flagstaff's interconnected housing challenges and shared solutions.

Source: Live Well Arizona – Elements of a healthy community

Housing is interconnected to:

- Healthcare
- Neighborhoods and equity
- Sustainability
- Zoning and land use
- Economic opportunity

Housing and Healthcare

According to Enterprise Community Partners Inc., national survey regarding the link between homes and health, more than half of renters surveyed have delayed healthcare because they couldn't afford it. Furthermore, the survey reveals renters who are paying a high percentage of their income for housing are regularly making difficult tradeoffs between rent and health care. [33]

A 2020 University of California- Los Angeles study shows that people experiencing homelessness are two to four times more likely to require critical care and two to three times more likely to die than the general population. Stable housing is a basic, cost-efficient form of healthcare that has the potential to improve physical and behavioral health outcomes among vulnerable individuals and families significantly.

Housing with integrated services can take on a number of forms, but the basic idea is connecting homes, where people live, with health care services, either onsite or in the community. More and more research demonstrating that preventive care couples with stable housing improves people's health, reduces urgent care visits and saves people, taxpayer and health care organizations money. [34]

COVID-19 PANDEMIC

The inextricable link between health and housing, as amplified by the COVID-19 pandemic, has spurred partnerships between healthcare and housing providers in an effort to address housing as a social determinant of health. Such partnerships can leverage additional funding plus the expertise to guide housing experts in addressing the multiple social dimensions of health and social outcomes that contribute to successful affordable housing development. [35]

---

[33] The Link Between Affordable Housing and Healthcare, Tanya Sterling, April 5, 2019
[34] Health in Housing: Exploring the Intersection Between Housing and Health Care, Center for Outcome Research and Education (CORE) in partnership with Enterprise Community Partner, February 2016
[35] Arizona Housing Coalition, Best Practices Toolkit for Municipalities, for Increasing the Supply of Affordable Housing in Arizona

Housing, Neighborhoods & Equity

A child's future should not be determined by the zip code they live in. Unfortunately, educational attainment, employment, upward mobility, and even healthcare can be affected by one's street address and neighborhood. Residing in a home in close proximity to community assets, such as schools, open or green space and healthy foods, encourages interaction with these healthy resources. Likewise, the social environment of a neighborhood impacts health and well-being. Neighborhood context and social dynamics can either reinforce health or determine it. [36]

As noted in Flagstaff's Lived Black Experience Strategic Plan, adopted by City Council on December 1, 2020, Dr. Ricardo Guthrie points out that, Flagstaff has documented history of redlining and other socioeconomic practices and policies which have created a pattern of segregation and discrimination against Blacks and communities of color within the City. He further states that when talking about the exclusion of a particular culture or race in a geographic area, it is important to understand that there are multifaceted aspects to such exclusion. For example, segregation can be at once physical (redlining, blockbusting, etc.), systemic (based in social practices, policies, and processes), and ideological (the idea that certain people do not belong in certain spaces, i. e. community opposition). Spatial racial exclusion consists of historic, institutionalized policies and practices which privilege private interests over the public good; this is the social landscape in which the idea that providing equal and equitable access to the public space of community (housing, parks, education, transportation, etc.) is viewed as threatening to privatized interests. The basic problem facing much of the economic and social development of communities of color throughout the country has been a long-held link between race, place, and power. [37]

For decades, starting at least in the 1930's, low-income and minority communities were intentionally cut off from lending and investment through a system known as redlining. Today, those same neighborhoods suffer not only from reduced wealth and greater poverty, but from lower life expectancy and higher incidence of chronic diseases that are risk factors for poor outcomes from COVID-19. Housing, economic

[36] Housing Phoenix Plan, City of Phoenix, 2020
[37] Flagstaff's Lived Black Experience Strategic Plan: A Forgotten People Forging a Path Forward, The Lived Black Experience CommUnity Coalition, 2020

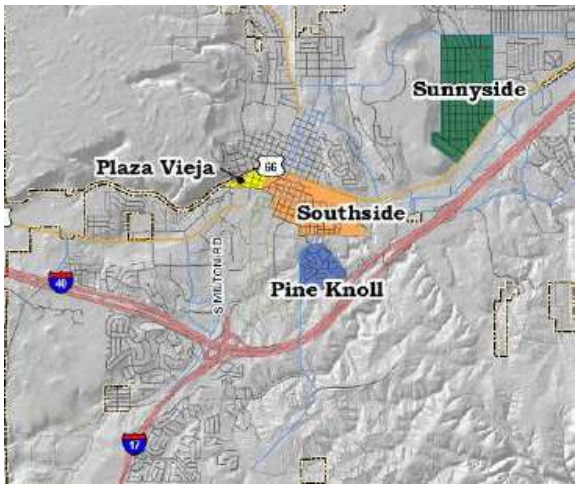
and social policies should aim to eliminate those risks and undo the unfair burdens of structural racism, both past and present. [38]

Research has shown that neighborhoods can be a good predictor of health. Therefore, it is imperative to place housing in areas of opportunity such as, community spaces, open space, quality schools, food, and transportation.

Flagstaff's Four Target Neighborhoods

The City of Flagstaff has identified four target neighborhoods. Target neighborhoods are defined by HUD as those where more than 50% of households have low- to moderate-incomes (80% or less of Flagstaff's Area Median Income).

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4
- Southside - Census Tract 8, Block Group 1 & 2
- Pine Knoll - Census Tract 8, Block Group 3
- La Plaza Vieja - Census Tract 11.02, Block Group 3.



Together the 8,565 people who live in the target neighborhoods have the following characteristics:

- 6,210 are considered low- and moderate-income.
- 33% are Hispanic or Latino.
- 27% are people of color.
- 50% live in family households.
- 21% have a head of household that is 24 years old or younger.
- 24% own the home they occupy.

Three of these neighborhoods have formed a coalition referred to as the "A League of Neighbors". The coalition includes the Sunnyside Neighborhood Association, La Plaza Vieja Neighborhood Association and the Southside Community Association. Associations work hard to improve neighborhoods with grass-roots efforts in safety improvements, beautification, job development, and community spirit. These resident-driven 501(c)3 organizations work collectively and advocate for continual and necessary infrastructure improvements in historic neighborhoods, more local jobs, increasing voter registration, and unity among neighbors.[39]

[38] National Community Reinvestment Coalition website
[39] 2021 Flagstaff Analysis of Impediments to Fair Housing

Housing and Sustainability

Sustainability Section, City of Flagstaff Carbon Neutrality Plan

The Flagstaff community faces urgent challenges from housing and climate change. The City of Flagstaff recognizes that the Housing Emergency and the climate emergency share many common solutions and that advancing housing and advancing climate action are not in conflict with each other. Indeed, implementing shared solutions to both challenges can lead to a stronger, healthier, and more connected Flagstaff.

To reduce emissions and build a stronger community, Flagstaff needs to rethink its housing and transportation systems – what we refer to as 'the Big Shift'. This shift entails building our neighborhoods, so they are more dense, connected and complete, so that residents don't have to travel across town as often. These neighborhoods welcome more neighbors of varying income levels, are stronger because neighbors know and help out one another, and contribute to health, as residents can take active and healthy modes of transportation to get most of what they need nearby. These neighborhoods resemble Flagstaff's oldest, strongest and most lively neighborhoods like Southside and Townsite, which were built before people were dependent on cars. Climate action that creates these lively and strong neighborhoods can increase housing and help solve the Housing Emergency, too.

Climate action can support lower overall costs of living. When considering the high costs of living in Flagstaff, housing is the greatest concern. But transportation contributes significantly to the cost of living in Flagstaff, and often requires smaller changes to realize cost savings. Many carbon neutrality solutions can decrease transportation costs by reducing dependence on cars. Car ownership can often be a burden for low-income families: AAA calculates that in 2020 new car ownership cost $9,561 per year for families, not including significant costs to the overall community and the environment.[40] Transportation costs tend to be lower for those living in neighborhoods where it is safe and accessible to walk, bike, or take transit, and if folks can be car-free, car-lite, or reduce the number of cars in their household, they can significant reduce their cost of living. Many Flagstaff residents already are car-free or rely very little on personal vehicles, instead using the bus, biking, carpooling, and walking to meet their daily needs. Reducing how much residents must use cars can reduce the cost of living and make it so that more people can afford to live in Flagstaff.

[40]AAA, Your Driving Costs, 2020

Housing is critical to community health and overall resilience. As we anticipate changes to Flagstaff's climate and social systems, we know that different groups in Flagstaff have different levels of resilience, or ability to withstand challenges like a power outage, school closure, or a medical emergency. Those who are facing housing insecurity are more vulnerable to the impacts of climate change – and so today's current Housing Emergency means Flagstaff is not as strong a community as it could be. One's financial security and housing security can impact their ability to adjust to both short-term shocks like flooding and long-term shifts like increases in housing prices. Low-income residents, communities of color, and Indigenous individuals are more likely to experience disproportionate impacts from climate change. Improving housing in Flagstaff will mean that more residents can live in healthy homes and are better prepared for the changing climate.

An increasing Flagstaff population does not necessarily lead to an increase in overall greenhouse gas emissions. This is because Flagstaff is not a snow globe: our emissions contribute to the world's greenhouse gas emissions, and emissions increases in Flagstaff can be offset by decreases in emissions elsewhere. Indeed, when residents move to Flagstaff there is an opportunity to actually decrease overall emissions. For instance, when a new resident moves to Flagstaff, they might live in Flagstaff in a home that is energy-efficient and that allows them to walk and bike and bus many places in Flagstaff: this lower-impact living is GOOD for climate if it allows the new resident to use less energy in their home and transportation. Yet when people cannot find housing in Flagstaff, they may choose to live in one of Flagstaff's outlying communities, or even commute from further-flung cities like Williams and Winslow. This may contribute to higher overall greenhouse gas emissions, if this new resident of Northern Arizona now has a long commute to a job in Flagstaff, leading to higher emissions overall. Because Flagstaff and northern Arizona cannot avoid growth, ensuring that that growth is done in a sustainable way is critical to reducing overall greenhouse gas emissions.

Addressing these community-wide issues can create significant opportunity. Yet implementing these community solutions will require rethinking our systems and moving away from today's status quo – a status quo that does not work for many people who struggle to live in Flagstaff and is contributing to global climate change. Shaking up our systems will require courage to move out of our comfort zone, to try new things, and change the way we do business. This will be difficult, but these changes can help Flagstaff create more opportunities and become a more welcoming and inclusive community. Most importantly, climate action and increasing housing supply can allow Flagstaff's residents to access a higher quality of life.

Zoning and Land Use

Arizona Housing Coalition, Best Practices Toolkit for Municipalities, for Increasing the Supply of Affordable Housing in Arizona

Limited land and the current shortage in housing supply, relative to demand, are the primary reasons housing costs are increasing. A significant increase in housing supply is necessary to keep pace with current and projected housing demands. Strategies around affordable housing are incomplete when the focus is solely on increasing supply without giving attention to increasing density, establishing building innovation and cost saving practices, preserving affordable housing stock that already exists in our community and reviewing City codes, processes and fees to determine whether modification, reductions, or elimination would facilitate cost saving housing development strategies.

Zoning has a profound impact on housing location and type, but it can also impact cost and affordability. In addition to regulating where housing can be built, the Flagstaff zoning codes regulate other elements such as lot sizes, number of bedrooms, lot coverage, parking, and setbacks, all of which can impact the cost of development and overall housing supply. Currently, 58% of land in Flagstaff is zoned for Single-family residential (R1, R1N, ER and RR categories), which allows for single-family homes and accessory dwelling units on each property. R1N also allows duplexes. These are low-density zones generally capped between 1 and 7 dwelling units per acre. In addition, 5.6% of land is zoned industrial, 12% is Public Open Space and 10% is Public Facilities. Approximately 14% of the land within the city allows for medium or high-density housing to be constructed, either through the commercial zoning categories as mixed-use or as apartments, condos, etc.[41]

According to Arizona Housing Coalition, Best Practices Toolkit for Municipalities, overregulation of land use can create barriers to affordable housing supply. Zoning regulations, parking requirements, height restrictions, lengthy permitting processes, City codes and community opposition can contribute to increased development costs. Overregulation can restrict the ability of the developer to offer affordable rents and mortgages. Addressing overregulation and reform of land use policy is therefore a vital strategy to addressing housing affordability.

[41] Regional Snapshot, Zoning – How Land is Regulated. City of Flagstaff & Coconino County, October 21, 2021

A prominent barrier to affordable housing development is the State law prohibition on mandatory inclusionary zoning policy. Inclusionary zoning policies are imposed at the local municipal level to require private developers to set aside a certain percentage of their units within new construction projects at an affordable rent. State law determines whether municipal inclusionary housing measures are mandatory or voluntary. In Arizona, as well as Colorado, Idaho, Indiana, Kansas, Texas, Tennessee, and Wisconsin—local governments are prohibited from adopting at least some form of mandatory inclusionary housing (for ownership housing, rental housing, or both). In some cases, courts have determined that statutes limiting rent control also preempt mandatory inclusionary measures for rental housing. Inclusionary housing is a complicated national issue that varies greatly by state, with litigation and new legislation continually shaping the issue.[42] The City of Flagstaff has worked within the confines of state statutes to develop a voluntary program to incentivize the creation of both rental and ownership housing, yet, until such time as our State law is changed, mandatory inclusionary zoning is not a tool available to Arizona's local municipalities for increasing the supply of affordable rental housing. [43]

While municipalities cannot supersede this State law regulation, they may mitigate its effects through the creation of policies that incentivize the inclusion of affordable units. Land use policy reform can be critical to encouraging equitable development in response to the Flagstaff's affordable Housing Emergency.

[42] Inclusionary Housing, Grounded Solution Network, Is inclusionary Zoning Legal?
[43] Best Practice Toolkit for Municipalities, for Increasing the Supply of Affordable Housing in Arizona, Arizona Housing Coalition, Joanna Carr 2020

Housing and Economic Opportunity

Flagstaff Workforce Housing Attainability Report (Economic Collaborative of Northern Arizona - 2017) & Economic Vitality Division, City of Flagstaff

Economic Collaborative of Northern Arizona's Flagstaff Workforce Housing Attainability Report stated in its Executive Summary that "there is nearly universal agreement among large employer stakeholders that high housing costs negatively impact employee retention and recruitment. It continues the lack of workforce housing has two primary negative effects on workforce: hindering recruitment…and employee retention issues. "[44]

The nexus between affordable, attainable housing and the economic well-being of the Flagstaff community has been well documented over the years by studies such as the one listed above and by personal stories from businesses and employees alike. Housing costs keep employee groups out of the local marketplace, and they leave for other opportunities while Flagstaff loses not only members of its community but also employees with skill and talent. This contributes to turnover and recruitment problems for existing businesses, higher training costs, lower productivity and lower efficiency which can then lead to employers following the workforce away. In the current economic sphere, many businesses follow talent and difficulties hiring can lead to relocation or reductions. Additionally, new businesses that may have located to Flagstaff can be deterred by difficulty in relocating their current staff or perceived challenges with recruitment. As talent becomes more difficult to recruit and retain the economic diversity and prosperity of the community suffers.

Not only does the higher cost of housing impact recruitment and retention, but when a large percentage of the population spends more than 30% of their income on housing it limits other spending in the economy. As higher proportions of income go to rents and mortgages this leaves less for spending in local stores and restaurants which slows economic growth and restricts sales tax receipts for local governments.

With remote work likely here to stay, expect housing and economic opportunities to adjust accordingly. What we know now, is that the ability to adequately and affordably house people at all income levels significantly impacts the ability to recruit and retain the workforce needed for a robust and diverse economy. Losing talent and experience to lower priced communities will degrade Flagstaff's ability to

[44] Housing Attainability for the Flagstaff Workforce, Economic Collaborative of Northern Arizona, November 2017

compete for businesses and maintain jobs for those able to live here. Additionally, when people are housing cost burdened, they are less able to participate in the economy than they would be otherwise which further limits prosperity. With stories of high paid professionals leaving the community because they could not find acceptable housing more and more common, it is clear that high housing prices are already impacting Flagstaff's economy in a negative way.

CONCLUSION

Flagstaff residents have made our mountain town the resilient community that it is today. As the City of Flagstaff works to provide equitable solutions to address the Housing Emergency for local residents, we will strive to ensure that affordable housing opportunities and subsidies are available for residents at all income levels and all stages of life.

The City of Flagstaff's mission – to protect and enhance the quality of life for all - directly aligns with the overarching goal of this Plan. Together with funding, partnerships and the community's support, the City of Flagstaff can advance housing options for the full spectrum of residents who call Flagstaff their home.

Reduce the current affordable housing need in our community by half over the next ten years.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

This Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

This Plan’s policy initiatives and strategies will be implemented by the City of Flagstaff through the budget process, collaboration with City staff, and private, public and nonprofit partnerships. For the Detailed List of Policy Initiatives and Strategies that includes scope, term lengths and City collaboration, please see page 52.

Over the next ten years, the City will continue to advance housing opportunities for all Flagstaff residents. Flagstaff's 10-Year Housing Plan is the City's foundational framework for establishing work programs, prioritizing staff work and allocating the necessary funding for its implementation.

Detailed List of Flagstaff's 10-Year Housing Plan's Policy Initiatives & Strategies

Create Connect Preserve Protect		Scope for Strategy				Duration				Collaboration
Scope – Time Commitment & Public Engagement **L - Low** **M- Medium** **H - High time** **Funding Indicator** **ST - Staff Time** **$ - Low = $10,000 +** **$$ - Medium = $100,000 +** **$$$ - High = $1,000,000 +**		**Time Commitment**	**Public Engagement**	**Requires Council Consideration**	**Funding Required**	**Immediate Term (18 Months)**	**Short-Term (1 - 4 Years)**	**Long Term (5-10 Years)**	**Ongoing**	**Division/Section Involvement**
Create housing options for households at all income levels and family sizes occupied by local, residents.										
Create 1: Incentivize the creation of affordable units through various programs and mechanisms.										
Create 1.1	Ensure that modifications to the zoning code improve and maintain the effectiveness of the density incentives for affordable housing.	M	M	Yes	ST				X	Zoning Code, Planning, Housing Section
Create 1.2	Update the City's affordable housing incentive policy to implement the goals and policies of the 10-Year Housing Plan.	H	H	Yes	ST		X			Planning, Housing Section
Create 1.3	Amend the City code to implement the revised affordable housing incentive policy.	H	H	Yes	ST		X			Zoning Code, Building Safety, Planning. Management Services, Flagstaff Fire Department, Housing Section
Create 1.4	Explore implementing reduced fees and waivers to incentivize the development of affordable housing.	H	H	Yes	ST		X			Zoning Code, Building Safety, FPD. Management Services, Flagstaff Fire Department, Water Services, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Create 1: Incentivize the creation of affordable units through various programs and mechanisms. (continued)										
Create 1.5	Explore in-lieu alternatives to providing affordable housing units (e.g. down payment assistance program, donation of finished lots, in-lieu payment, etc.).	H	H	Yes	ST		X			Real Estate, Zoning Code, Building Safety, FFD, Management Services
Create 1.6	Explore expedited review as an incentive to developments that provide affordable housing units.	H	L	Yes	ST		X			Zoning Code, Building Safety, Engineering & Capital Improvements, Planning, Water Services, Housing Section
Create 1.7	Explore ways to incentivize employers to offer Employer Assisted Housing (EAH) programs.	M	H	No	ST				X	Housing Section, Economic Vitality
Create 1.8	Explore the use of the community land trust model and public/private partnerships to incentivize the development of ownership units that are priced significantly below market rate.	M	L	Yes	ST		X			Real Estate Section, Housing Section
Create 2: Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.										
Create 2.1	Update the Regional Plan policies to support increased density related to affordable housing.	H	H	Yes	$$$			X		Sustainability, Planning, Housing Section
Create 2.2	Identify suburban areas to support greater density and intensity of development.	H	H	Yes	$$$			X		Engineering & Capital Improvements, Water Services, Sustainability, Planning, Housing Section
Create 2.3	During the update of the Flagstaff Regional Plan, revise the Community Character chapter for goals and policies to include cost saving methods that reduce the conflict between affordable housing, historic preservation, and urban design.	H	H	Yes	$$$			X		Sustainability, Planning, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Create 3: Create a dedicated funding source for affordable housing in Flagstaff.										
Create 3.1	Present 2022 Bond Measure to Council and Community for consideration for additional funding to be leveraged with local, state and federal dollars.	H	H	Yes	$	X				Management Service, Housing Section
Create 3.2	Create a fund for the purpose of acquiring land/units for affordable housing in order to be able to respond to opportunities as they arise.	L	L	Yes	$$$		X			Real Estate Section, Management Services, Housing Section
Create 3.3	Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first time homebuyers, and affordable housing targeted to these populations.	L	L	Yes	$$$		X			Management Service, Housing Section
Create 3.4	Explore other funding mechanisms for affordable housing developments such as Revitalization District and dedicated sales tax.	M	L	Inform	ST			X		Economic Vitality, Management Services, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.										
Create 4.1	Review and amend the Planned Residential Development (PRD) standards and process to address barriers for infill development and allow for more flexibility in development options, building types, and lot configurations.	H	M	Yes	$$			X		Zoning Code, Building Safety, Planning, Flagstaff Fire Department, Housing Section
Create 4.2	Explore options with appropriate land use and economic studies as necessary that could integrate affordable housing units to be developed in commercial and industrial locations where suitable.	M	L	Yes	$$			X		Economic Vitality, Zoning Code, Building Safety, Planning, Flagstaff Fire Department, Housing Section
Create 4.3	Explore adding affordable housing as an allowed use in the Public Facilities (PF) Zone.	M	M	Yes	ST	X				Zoning Code, Building Safety, Flagstaff Fire Department, Housing Section
Create 4.4	Review parking standards for all residential development with the goal of reducing the cost of development and increasing the number of dwelling units that may be achieved.	M	M	Yes	ST			X		Zoning Code, Building Safety, Sustainability, Planning, Traffic Engineers, Flagstaff Fire Department, Housing Section
Create 4.5	Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial site.	M	M	Yes	ST			X		Zoning Code, Planning, Housing Section
Create 4.6	Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.	M	M	Yes	ST			X		Zoning Code, Planning, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types. (continued)										
Create 4.7	Continue to evaluate and amend the current Accessory Dwelling Unit (ADU) zoning code standards with the goal of increasing supply.	L	M	Yes	ST		X			Zoning Code, Water Services, Housing Section
Create 4.8	Explore allowing additional flexibility for homeowners and landlords to increase density.	M	M	Yes	ST			X		Zoning Code, Building Safety, Planning, Flagstaff Fire Department, Water Services, Housing Section
Create 5: Explore regulatory efficiency and cost saving practices.										
Create 5.1	Hire an independent consultant to review City codes, processes and fees to determine whether modifications, reductions, or eliminations would facilitate cost saving housing development strategies.	H	L	Yes	$$		X			Economic Vitality, Zoning Code, Building Safety, Sustainability, Planning, FPD, Management Services, Flagstaff Fire Department, Water Services, Housing Section
Create 5.2	Explore innovative tools and techniques to limit costs for regional development impacts on individual development projects, such as infrastructure.	H	L	Inform	ST			X		Zoning Code, Planning. Housing Section, Engineering & Capital Improvements, Water Services
Create 5.3	Create a dedicated team within Planning and Development Services specifically for affordable housing projects.	L	L	No	ST		X			Planning, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Create 5: Explore regulatory efficiency and cost saving practices. (continued)										
Create 5.4	Establish a simplified entitlement (i.e. rezoning and conditional use permit) and development review process.	H	L	Yes	ST		X			Zoning Code, Engineering & Capital Improvements, Planning, Water Services
Create 5.5	Explore alternative Engineering and Fire requirements to minimize the cost of development without compromising Fire and Life Safety.	H	L	Yes	ST			X		Building Safety, Engineering & Capital Improvements, Planning, FPD, Flagstaff Fire Department, Water Services, Housing Section
Create 5.6	Make pre-approved standard plans available to property owners to reduce planning and review costs.	M	L	Yes	$$			X		Building Safety, Engineering & Capital Improvements, Planning, Flagstaff Fire Department, Water Services, Housing Section
Create 5.7	Construct and promote net zero or Net Zero Ready affordable housing when funding is available and encourage private developers to do the same.	M	L	Yes	$$$				X	Sustainability, Water Services, Housing Section
Create 5.8	Prioritize Capital Improvement Projects that facilitate affordable housing.	M	L	Yes	ST				X	Engineering & Capital Improvements, Sustainability, Planning. Management Services
Create 5.9	Prioritize the development of City of Flagstaff owned land designated for affordable housing and evaluate other City owned parcels for affordable and mixed-income housing.	H	H	Yes	$$$			X		Housing Section, Real Estate

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Connect people to equitable housing solutions.										
Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.										
Connect 1.1	Explore the feasibility of a one-stop shop for a pre-qualification letter or document that avoids application fees for rentals.	M	H	No	ST			X		Housing Section
Connect 1.2	Create housing navigator or advocate positions to assist both landlords and housing challenged populations in securing and maintaining housing.	M	L	Yes	$$	X				FPD, Housing Section
Connect 1.3	Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health and housing.	M	H	Yes	$				X	Housing Section
Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.										
Connect 2.1	Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens.	M	M	Yes	ST				X	Housing Section
Connect 2.2	Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.	M	H	No	ST				X	Housing Section
Connect 2.3	Explore reviewing member composition of the Housing Commission and Housing Authority Board to ensure racial and economic diversity reflective of the Flagstaff community and present to Council for input.	M	M	Yes	ST		X			Housing Section
Connect 2.4	Utilize City of Flagstaff resources to educate the community about financing and housing opportunity with an emphasis on assisting low- to moderate-income households to advance through the housing continuum and to address past racial disparities.	M	M	No	$				X	Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Connect 3: Integrate healthcare into housing programs and housing into healthcare programs as appropriate										
Connect 3.1	Raise awareness of housing security as a social determinate of health.	M	M	No	ST				X	Housing Section
Connect 3.2	Encourage neighborhoods, housing types and building practices that increase health.	M	M	No	ST				X	Planning, Housing Section
Connect 3.3	Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable.	H	M	No	ST				X	FPD, Housing Section
Preserve affordable housing.										
Preserve 1: Encourage the adaptive reuse of buildings										
Preserve 1.1	Explore the use of Low-Income Housing Tax Credit in conjunction with Historic Preservation Tax Credit for acquisition and rehabilitation affordable housing where appropriate.	M	L	No	ST				X	Economic Vitality, Housing Section
Preserve 1.2	Review the Land Use Goals and Policies in the Regional Plan, Specific Plans, and City code to remove barriers to adaptive reuse for the creation of affordable housing.	H	M	Yes	ST			X		Economic Vitality, Housing Section
Preserve 1.3	The City's Housing Section and the Sustainability Section will partner to seek and administer grants for housing programs and developments that invest in environmentally-friendly retrofits and upgrades.	M	L	Yes	$				X	Sustainability, Management Service, Water Services, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Preserve 2: Expand efforts to preserve existing housing stock										
Preserve 2.1	Continue homeownership rehabilitation program and create an affordable rental rehabilitation program with a focus of establishing safe, decent and sustainable housing.	M	M	Yes	$				X	Housing Section, Water Services
Preserve 2.2	Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.	H	L	Yes	$$$			X		Real Estate Section, Management Services, Housing Section
Protect people from housing discrimination and remove housing barriers.										
Protect 1: City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.										
Protect 1.1	Advocate to the State of Arizona to allow greater local control of vacation rentals and second homes.	M	L	Yes	ST				X	Economic Vitality, Management Services, Housing Section
Protect 1.2	Pursue local and legislative changes that increase the preservation, creation and protection of affordable housing as necessary.	M	L	Yes	ST				X	Housing Section
Protect 1.3	Explore expanding State and local fair housing protected classes to include items such as age and source of income.	M	L	Yes	ST				X	Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.										
Protect 2.1	Create and maintain an Affordable Housing Impact Statement.	H	M	No	ST		X			Housing Section, Planning
Protect 2.2	Encourage diversity in housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.	M	L	No	ST				X	Housing Section
Protect 2.3	Evaluate, better understand, and if necessary, develop strategies to address the disparate impacts of programs like Crime Free Multi-Housing and other relevant programs and policies.	M	H	Yes	ST	X				FPD, Housing Section
Protect 2.4	Implement a public outreach campaign to educate the community about the critical role affordable housing plays in a thriving community, creating a groundswell of support for affordable housing and combat community opposition to housing and affordable housing.	M	H	No	$	X				Sustainability. FPD, Housing Section
Protect 3: Continue Flagstaff's commitments to further Federal and Arizona Fair Housing laws in all housing-related services and programs, support those who seek to reduce barriers to equitable housing opportunities and provide Fair Housing education and resources to the community.										
Protect 3.2	Work with community partners to ease reentry, assess the need for alternative housing models and processes, and create necessary programs that address the systemic and structural barriers to justice-impacted citizens.	M	H	No	ST				X	FPD, Housing Section
Protect 3.3	Examine and update if needed the City of Flagstaff's Housing Limited English Proficiency (LEP) Plan.	M	L	No	ST		X			Management Services, Housing Section

Scope – Time Commitment & Public Engagement L - Low M- Medium H - High time	Funding Indicator ST - Staff Time $ - Low = $10,000 + $$ - Medium = $100,000 + $$$ - High = $1,000,000 +	Time Commitment	Public Engagement	Requires Council Consideration	Funding Required	Immediate Term (18 Months)	Short-Term (1 - 4 Years)	Long Term (5-10 Years)	Ongoing	Division/Section Involvement
Protect 1: Continue Flagstaff's commitments to further Federal and Arizona Fair Housing laws in all housing-related services and programs, support those who seek to reduce barriers to equitable housing opportunities and provide Fair Housing education and resources to the community.										
Protect 3.4	Research ways to provide incentives to landlords who rent to those with any housing voucher or housing barriers such as poor credit, criminal history etc.	M	M	Yes	ST		X			Management Services, Housing Section
Protect 3.5	Support local social service network in establishing a home share program inclusive of features like peer support and conflict resolution.	L	H	No	ST			X		Housing Section

KEY TERMS

Adaptive Re-use: Fixing up and remodeling a building or space and adapting the building or space to fit a new use. Source: Flagstaff Regional Plan 2030

Affordable Housing: Housing for which the occupant is paying no more than 30 percent of their gross income for housing costs, including utilities. Source: HUD

Area Median Income: The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for federal assisted housing programs. HUD also develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. Source: HUD, Office of Policy Development and Research

Commercial: Term collectively defining workplace, office, retail, and lodging functions for the purpose of describing general land use. Source: Flagstaff Zoning Code

Concept Plan: A plan or map that depicts (illustrates, but does not regulate), for example, the streets, lots, buildings, and general landscaping of a proposed development. Source: Flagstaff Regional Plan 2030

Continuum of Care: A community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness. HUD identifies four necessary parts of a continuum:

- Outreach, intake, and assessment in order to identify service and housing needs and provide a link to the appropriate level of both;
- Emergency shelter to provide an immediate and safe alternative to sleeping on the streets, especially for homeless families with children;
- Transitional housing with supportive services to allow for the development of skills that will be needed once permanently housed; and
- Permanent and permanent supportive housing to provide individuals and families with an affordable place to live with services if needed**.**

Density: The number of dwelling units within a standard measure of land area, usually given as units per acre. Source: Flagstaff Zoning Code

Equity: Proportional representation (by race, class, gender, etc.) of opportunities in housing, healthcare, employment, and all indicators of living a healthy life. Equity is about fairness; it ensures that each person gets what the person/population needs. To achieve equity, policies and procedures may result in an unequal distribution of resources but will lead to equitable outcomes for everyone. *Source: HUD Exchange*

Experiencing Homelessness: An individual or family that lacks a fixed, regular and adequate nighttime residence, such as those living in emergency shelter, transitional housing. Persons living in places not meant for human habitation are experiencing homelessness. Source: Phoenix Community Alliance

Key Terms, continued

Gentrification: A shift in an urban community towards wealthier residents and/or businesses and increasing property values, often at the expense of the poorer residents of the community. This is a result of the process of renewal and rebuilding. Source: Flagstaff Regional Plan 2030

High Density: A development with greater than 14 dwelling units per acre. Source: Flagstaff Regional Plan 2030

High Occupancy Housing (HOH): A term developed to describe a particular style of housing in a specific plan. This term has been revised and may be revisited in the Flagstaff Zoning Code. The Flagstaff Zoning Code should be referenced for the most up to date definition.

Homeless Management Information System (HMIS) – A local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Source: HUD Exchange

Historic Building (Property): A building with sufficient age, a relatively high degree of physical integrity, and historical significance that may be eligible for listing on the National Register of Historic Places. Historic buildings may occur within or outside of a historic district and may be protected regardless of their relationship to a historic district. Source: Southside Community Plan

Housing First: A homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life. Source: National Alliance to End Homelessness

Inclusionary Zoning: Local inclusionary housing policies tie the creation of affordable homes for low- and moderate-income households to the construction of market-rate housing or commercial development. Source: Grounded Solutions, Inclusionary Housing

Industrial, Heavy: Construction, manufacturing, transportation, and public utilities, and those uses which have severe potential for negative impact on any uses located relatively close to them. Source: Flagstaff Zoning Code

Infill: Occurs when new buildings are built on vacant parcels within city service boundaries and surrounded by existing development. Source: Flagstaff Regional Plan 2030

Intensity: The mass, bulk, and scale of buildings in commercial, industrial, institutional, and mixed use settings. Typically, intensity is measured by the Floor Area Ratio. Source: Southside Community Plan

Key Terms, continued

Justice Impacted Citizens: Includes those who have been incarcerated or detained in a prison, immigration detention center, local jail, juvenile detention center, or any other carceral setting, those who have been convicted but not incarcerated, those who have been charged but not convicted, and those who have been arrested. Source: Law School Admission Council

Medium Density: A development with 7 to 14 dwelling units per acre. Source: Southside Community Plan

Mixed Use: The development of a single building containing more than one type of land use or a single development of more than one building and use including, but not limited to, residential, office, retail, recreation, public, or entertainment, where the different land use types are in close proximity, planned as a unified complementary whole, and shared pedestrian and vehicular access and parking areas are functionally integrated. Source: Flagstaff Zoning Code

Missing middle housing: a range of multi-family or clustered housing types that are compatible in scale with single-family or transitional neighborhoods. Missing middle building types include duplexes, triplexes, fourplexes, townhomes, live/work, cohousing, accessory dwelling units, cand courtyard buildings. These building types are called "missing" because although historically they have played an instrumental role in providing housing choices and affordable options in many cities across the country, they have typically been difficult to build under city land-use laws since the mid-1940s. The term "middle" refers to building types that sit in the middle of the density and affordability spectrum**.** Source: Parolek, Daniel (2020). Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis. Washington DC: Island Press.

Multi-Family Housing: A residential building comprised of four or more dwelling units. Source: Flagstaff Zoning Code

Neighborhood (place type): Includes both geographic (place-oriented) and social (people-oriented) components and may be an area with similar housing types and market values, or an area surrounding a local institution patronized by residents, such as a church, school, or social agency. Source: Flagstaff Southside Community Plan

Policy: An aspirational statement within the Regional Plan or other City document adopted by resolution, which guides City staff in implementing plans and programs. Source: Flagstaff Regional Plan 2030

Preservation: An endeavor that seeks to preserve, conserve, and protect buildings, objects, landscapes, or other artifacts of historical significance. Source: Flagstaff Regional Plan 2030

Racial Equity: The condition that would be achieved if one's racial identity no longer predicted, in a statistical sense, one's housing, economic, and health outcomes. Racial equity includes addressing root causes of inequities, not just their outcomes. This includes elimination of policies, practices, attitudes, and cultural messages that reinforce differential outcomes by race or otherwise fail to address them. Racial equity is also a process. This means that Black people, Indigenous people, and people of color—those most impacted—are part of the decision-making about funding, policies and programs. *Sources: Center for Assessment and Policy Development and Center for Social Inclusion*

Key Terms, continued

Redevelopment: Is when new development replaces outdated and underutilized development. Source: Flagstaff Regional Plan 2030

Residential: A land use type that is designated to accommodate single-family and multiple-family dwellings. Includes mobile and manufactured homes. Source: Flagstaff Zoning Code

Rezoning: A change to a property's land use, or zoning, designation that requires an update to the Zoning Map. Source: Southside Community Plan

Second home: A property that is not used as a primary residence.

Subsidy: To supplement or offset monthly housing costs for individuals or families to remain in housing. Forms of subsidies include direct housing subsidies, public housing, rent supplement and some types of cooperative housing. Source: Phoenix Community Alliance

Target Neighborhood: A qualified census tract where 51% or more of the households have an income which is 80% or less of Flagstaff's Area Median Income. Source: HUD Exchange

Urban Growth Boundary - The line on a map that is used to mark the separation of urbanizable land from rural land and within which urban growth should be encouraged and contained and outside of which urban development should not occur. Source: Flagstaff Regional Plan 2030

Zoning: The control of the use of land, and of the appearance and use of buildings by the City of Flagstaff. Source: Southside Community Plan

Zoning Code: A set of legally binding provisions adopted by the City Council consistent with state law regulating the use of land or structures, or both, used to implement the goals and policies of the Regional Plan. Source: Flagstaff Regional Plan 2030

THANK YOU

City Council

Mayor Paul Deasy
Vice Mayor Becky Daggett
Councilmember Austin Aslan
Councilmember Jim McCarthy
Councilmember Miranda Sweet
Councilmember Regina Salas
Councilmember Adam Shimoni

Housing Commission

Vice Mayor Becky Baggett
Eric Davis
Tyler Denham
Nicole Ellman, Chair
Karen Flores
Sandi Flores
Khara House, Vice Chair
Chris Kemmerly
Devonna McLaughlin
Moses Milazzo
Erin O'Loughlin
Adrah Parafiniuk
Tad Riggs
Ross Schaefer Altenbaugh
Jo Wheaton

Project Management Team

Sarah Darr, Housing Director
Justyna Costa, Assistant Housing Director
Leah Bloom, Housing Project Manager

Informal Working Group Members

Affordable Housing Gap Analysis
Cora Maxx Phillips, Indigenous Commission
Derek Sonderegger, Ph.D.
Gail Jackson, Economic Collaborative of Northern Arizona
Julie Pastrick, Greater Flagstaff Chamber of Commerce
Tadd Moore, RealtorJosh Maher, Northern Arizona University

Housing and Health
Amanda Guay, North Country HealthCare
Cory Runge, The NARBHA Institute
Denise Cox, Health Choice
Diana Cudeii, Indigenous Commission
Eric Marcus, Health Choice
Lauren Lauder, The Guidance Center
Michele Axlund, Coconino County
Tallerita Rogers, Native Americans for Community Action

Housing and Sustainability
Michele James, Friends of Flagstaff's Future

Neighborhood and Equity
Laura Meyers, La Plaza Vieja
Deborah Harris, League of Neighborhoods
Coral Evans, Northern Arizona Director for Senator Mark Kelly's Office
Juliette Roddy, Northern Arizona University
Roxana Cardiel De Niz, Northern Arizona Interfaith Council
Claire Hardi. MPA
Kristine Conklin, Lender

Zoning and Land Use
David Carpenter, Hope Construction
Guillermo Cortes, Shepard Wesnitzer, Inc.
Rick Lopez, Realtor
Shawna Whitehat, Indigenous Commission
Whitney Weller, Brinshore Development, LLC

City of Flagstaff Staff

Andy Bertelsen, Water Services Director
Adriana Fisher, Housing Specialist
Alaxandra Pucciarelli, Current Planning Manager
Amy Hagen, Building Official
Andres Aguilera, Regional Planning Intern
Bryce Doty, Real Estate Manager
Caleb Alexander, Assistant Housing Director
Christina Rubalcava, Senior Assistant City Attorney
Dan Folke, Community Development Director
Dan Musselman, Police Chief
Daniel Symer, Zoning Code Manager
David McIntire, Community Investment Director
Deborah Beals, Finance Manger
Dione Paul, Administrative Specialist
Erin Young, Water Resource Manager
Gary Miller, Development Engineer
Jack Fitchett, Business Attraction Manager
Jeff Bauman, Traffic Engineer
Jennifer Mickelson, Housing Analyst
Jenny Niemann, Climate Program Manager
Jerry Bills, Deputy Fire Chief
Jessica Huleatt, Customer Service Manager
John Saltonstall, Business Retention and Exp Manager
Jordan Hollinger, Associate Planner Community Development
Kelsea Hundtoft, GIS Analyst
Kristine Pavlik, Housing and Grants Administrator
Mark Reavis, Neighborhood Planner/Heritage Preservation Office
Nicole Antonopoulos, Sustainability Director
Ralph Schmid, Creative Services Manager
Rick Barrett, City Engineer
Rose Toehe, Coordinator for Indigenous Initiatives
Sara Dechter, Comprehensive & Neighborhood Planning Manager
Sarah Langley, Management Analyst
Susan Sletten, Finance Specialist
Tiffany Antol, Planning Development Manager

Organizations

A League of Neighborhoods
Arizona Housing Coalition
Arizona Multihousing Association
Catholic Charities
Coconino Community College
Coconino County
Coconino County Continuum of Care
DNA People's Legal Services
Economic Collaborative of Northern Arizona
Flagstaff Housing Authority
Flagstaff Public Libraries
Flagstaff Shelter Services
Friends of Flagstaff's Future
Greater Flagstaff Chamber of Commerce
Housing Solution of Norther Arizona
League of Neighborhoods
La Plaza Vieja
Northern Arizona Association of Realtors
Northern Arizona University
Northland Family Help Center
Sunnyside Neighborhood
Sunshine Rescue Mission
Southside Neighborhood
The Guidance Center

Response to Draft 10-Year Housing Plan Public Comments

Leah Bloom, Justyna Costa, Sarah Darr, Sarah Dechter, Jordan Hollinger

10-Year Housing Plan Purpose

Affordable, accessible and decent housing is of critical importance to a community's health and viability. Flagstaff's 10-Year Housing Plan is a single, comprehensive community-facing document to summarize the City's immediate and long-term needs and strategies to improving housing affordability. The Plan defines Flagstaff's Housing Emergency, identifies the community's housing needs and compiles research on best practices. Altogether, these components created policy initiatives and strategies that will be implemented by the City of Flagstaff. The policy initiatives and strategies will substantially increase the number of available and affordable housing options for all Flagstaff residents at all income levels and will assist in providing housing subsidies to low- and moderate-income Flagstaff residents. As the City of Flagstaff and community partners work together to implement the 10-Year Housing Plan, the goal is to reduce the current affordable housing need in our community by half over the next ten years.

10-Year Housing Plan Goals

Reduce the current affordable housing need in our community by half over the next ten years.

- Element two: Impact 6000 low-to-moderate Flagstaff residents through a combination of unit creation or subsidy provision.
- Element one: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable to increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

Approach to Comment Analysis and Response

During the 30-day comment period, staff received over 400 comments from over 400 individuals and organizations. The virtual community forum garnered 327 responses with an estimated 16.4 hours of public comment. Survey respondents were asked to prioritize each Policy Initiative and to rate the as favorable or not favorable. Refer to the PDF document titled, "Community Forum and All Written Comments." Housing staff and Comprehensive Planners reviewed and categorized the written comments by applying the methodology below.

In order to understand the breadth and depth of these comments, a bottom-up coding process was used to categorize comments into topics and subtopics. Bottom-up coding is an approach to content analysis where codes (topics and subtopics) are developed as content is analyzed. This is differentiated from top-down coding where the coder applies a predetermined/previously created codebook to the content being analyzed.

Staff began the coding process by organizing all comments in an excel spreadsheet (one comment per row). Each comment was then read and split into multiple rows based on distinct and differentiable content within the comment, resulting in over 600 rows of content. An initial short-description code was applied to the split comments during this process. After reading through all comments, the short-description codes were sorted and organized into groups of similar codes. Each group was assigned an overarching topic category and the short-description codes were further sorted to develop subtopics within each topic. This initial code development phase resulted in 9 topics and 128 subtopics. Using this initial codebook, each comment was then assigned a topic and up to three subtopics in an initial round of coding. After the first round of coding, staff performed a count of all topics and subtopics. Topics and

subtopics that were applied to no comments were removed and those applied to very few comments were combined with other topics and subtopics. Staff also reviewed the codebook for subtopics that could be combined and condensed. This review process resulted in a final codebook that contained 9 topics and 72 subtopics. All comments were recoded using this final codebook. The final topic groups are as follows:

1. Development and Growth
2. Housing use/ownership
3. Economic
4. People
5. Financial
6. Housing Programs
7. Involvement
8. Environment/Sustainability
9. General plan/survey comments

The 10-year Housing Plan has a scope of addressing the need for affordable and sustainable housing for Flagstaff's current and future residents. In order to focus staff's efforts on comments that can improve the achievement of this scope, comments were put in two additional categories, actionable and non-actionable. Non-actionable comments were categorized this way not because they lacked meaning or value but because they:

1. fell out of the scope (e.g. focused on water supply issues),
2. related to other City of Flagstaff projects or strategic documents (e.g. addressed the J. W. Powell area's future development),
3. would be illegal or unconstitutional to implement (e.g. stop all growth and prevent investors from buying property in Flagstaff),
4. were factually inaccurate based on the research of the Housing Commission and project team (e.g. Increasing supply of affordable housing will not help address the Housing Emergency or high density housing produces more traffic then single family homes.), or
5. were general support or opposition to the Plan that did not provide a specific comment on how the document could be improved (e.g. I love this Plan or we shouldn't even be trying to get more affordable housing).

Non-actionable comments were shared with staff working in that subject area. All non-actionable comments were read by staff and will be shared in the comment spreadsheet with the Housing Commission and Flagstaff City Council. Non-actionable comments were not marked non-actionable because they were an opposing view, but because some non-actionable comments would require action outside the scope of the 10-Year Housing Plan. For example, a comment focused on attracting businesses with higher wages would be more appropriate for an economic development plan.

Comments that were marked as actionable provided staff with insights on goals, policies, and strategies of the Plan. In the Response to Comments section of this document, actionable comments are analyzed and the changes to the 10-Year Housing Plan that resulted from them are described for easy reference. If public comments were identified as actionable, the overall theme of the comments were incorporated to the final document, if an actionable comment was not incorporated into the Plan's text, the comments have been reserved for Plan implementation. An example of this is content regarding specific locations for affordable housing and content that addressed all forms of housing such as accessory dwelling units, tiny homes, co-housing and missing middle housing. Another example of this is content regarding specific populations such as those experiencing homelessness, seniors, and people with a disability. Actionable comments noted above will be addressed through implementation of the Plan's policy initiatives and strategies.

The policy initiatives and strategies are the foundational framework for establishing work programs, prioritizing staff work and allocating necessary funding for its implementation. Policy initiatives and strategies were produced by the informal working groups and will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships. Many strategies are conceptual and will require future work that includes research and data, staff time and external collaboration. Implementation of strategies may also require public outreach and City Council consideration. Refer to the Detailed List of Policy Initiatives and Strategies on page 52 of the 10-Year Housing Plan.

Note on reading graphs

Each topic narrative includes a graph of the percent of comments that reference each subtopic. The percentages in these graphs do not always add up to 100 percent as each comment can have up to three subtopics. The pie charts show the percent of comments identified as actionable or non-actionable. These are mutually exclusive categories and therefore the pie charts add up to 100 percent.

Summary of Updates from draft Plan to final 10-Year Housing Plan

Following public comments, updates were incorporated into the final 10-Year Housing Plan. This included language and research additions. Below are subjects that were added to the plan.

1. Note from the Housing Commission, Page 3
2. Addressing Flagstaff's Housing Emergency - Multi-pronged strategies, Page 5
3. Addressing Flagstaff's Housing Emergency - The intent of the Plan is to help individuals and families achieve housing affordability for those who want to continue to call Flagstaff their home., Page 5
4. Coconino County Leadership, Page 9
5. Legal Barriers to Adopting Affordable Housing Policies, Page 9
6. Plan Flexibility, Page 10
7. Evaluation and Reporting – Included Planning and Zoning Commission, Page 10
8. Racial Disparities and Housing Justice, Page 14
9. What is Housing First?, Page 17
10. Forms of Housing, Page 20
11. How is Market Rate Housing Funded?, Page 21
12. Serving Local Residents Through City of Flagstaff Housing Programs, Page 27
13. City of Flagstaff Housing Authority and Possibilities, Page 28
14. Building Unity in Community, Page 30
15. Northern Arizona University Student Population and On Campus Housing Production, Page 36
16. Removed NIMBY language in Plan, Pages 28, 41, 44, 61
17. Zoning and Land Use, Percentage of land use in Flagstaff, Page 48
18. Zoning and Land Use, Inclusionary Zoning, Page 49

Changes to the 10-Year Housing Plan's Policy Initiatives and Strategies are below

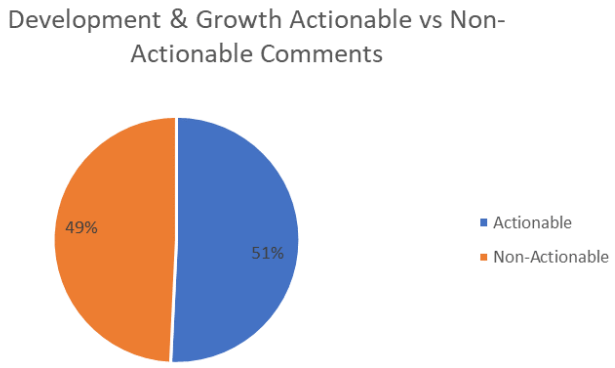
- **Create 5**: Explore ~~building innovations~~ regulatory ~~and~~ efficiency and cost saving practices.
- **Create 2.2**: Identify suburban areas ~~that have the existing infrastructure~~ to support greater density and intensity of development.
- **Protect 2.4**: Implement a public outreach campaign to educate the community about the critical role affordable housing plays in a thriving community, creating a groundswell of support for affordable housing and combat community ~~Not in My Backyard (NIMBY)~~ opposition to housing and affordable housing.
- **Protect 1**: City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.
- **Protect 1.3**: Explore expanding State and local fair housing protected classes to include items such as age and source of income. ~~sexual orientation and gender identity.~~

Response to Comments

Development and Growth

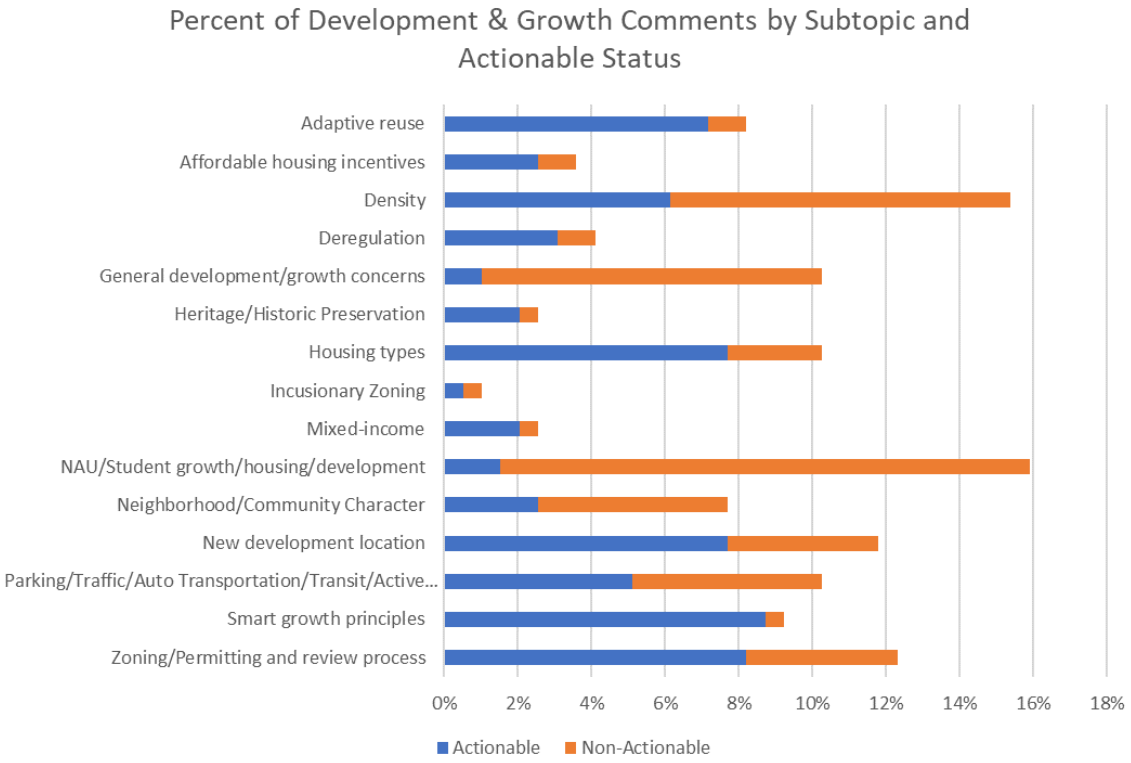
Comments that are related to physical development, development regulations, population growth, and the implications of development/growth on the community.

Actionable v. Non-Actionable



Nearly fifty percent of the comments in this category were non-actionable. The regulation of growth and development and its interconnection with transportation, open space, urban design, public health, and water resources are the focus of other policy documents such as the Flagstaff Regional Plan. Therefore, most of these comments have been shared with the Regional Plan update team. Other comments were non-actionable because they are outside of the City of Flagstaff's authority, such as stopping NAU from growing and never allowing student housing to be developed in the future. Another example are comments which request that the City of Flagstaff remove all multifamily zoning, which is on its face exclusionary and, due to the Private Property Rights Protection Act of 2006, prohibitively costly to do. Other comments support exclusionary zoning and development practices that run counter to the purpose of the 10-year Housing Plan or that are based on factual inaccuracies about the relationships between growth and transportation. This topic also generated many general support and opposition comments. The large percentage of non-actionable comments under this topic demonstrates the need for broader community education and outreach so that the community can participate in sound decision-making about our future.

Subtopics within Growth and Development Comments



Overview & Characterization of Comments

Adaptive Reuse and Historic Preservation

Adaptive reuse comments fell primarily into three categories: (1) support for and concerns about the conversion of buildings to provide more housing, such as converting student housing to workforce housing and hotels to transitional housing and shelters, (2) assessing and identifying empty buildings that could become affordable housing, particularly vacant retail space, and (3) ensuring that adaptive reuse takes advantage of existing infrastructure and as a means of revitalizing older neighborhoods. Within the category of adaptive reuse, commenters expressed some caution of emphasizing historic preservation. A few commenters stated that historic preservation should not be prioritized over new units being constructed and that buildings constructed during the 1960s and 1970s should be exempted from review unless the building is historically significant.

Incentives and Zoning Regulations

The Flagstaff Zoning Code is a document that contains both incentives for affordable housing and regulations that may impede the ability to provide affordable housing. It is, therefore, an important focus of many public comments. Some commenters warned against creating more restrictions on development in the Zoning Code and felt deregulating development was the right path. Others supported incentives that support permanent affordable housing and ensuring that the housing is made available to those who need it most. On the opposite side, some felt incentives and less regulation would not be sufficient to motivate the development of appropriate affordable housing in the community.

Several commenters recommended changes to the Zoning Code that would generate more affordable housing, such as:

1. Upzoning areas of the city proactively,
2. Eliminating single family zoning
3. Reducing resource protection requirements for affordable housing
4. Increasing building heights in the downtown area
5. Simplifying requirements for the Planned Residential Development

Some commenters did not believe the types of code changes noted above would be appropriate and some thought that instead of changing the zoning requirements, the City of Flagstaff should conduct an analysis of the source of underproduction of housing.

Inclusionary zoning

Many non-actionable comments want the City of Flagstaff to look at inclusionary zoning provisions. Local communities in Arizona have been preempted from adopting inclusionary zoning provisions by the State. Removing this restriction will require action by the state legislature. One commenter pointed out that staff should stay knowledgeable on strategies being used in other states that prohibit some or all types of inclusionary zoning (Colorado, Idaho, Indiana, Kansas, Texas, Tennessee, and Wisconsin). Lobbying and continuing to look for other solutions are actionable.

Density and Housing Types

Fifteen percent of the comments referenced density, making it one of the most referenced subtopics under Growth and Development comments. of the comments under this topic. Most comments wanted no more high-density development while some expressed that sensitive increase in development is an important strategy for both carbon neutrality and affordable housing. Some commenters felt all development except for single-family homes was inappropriate in Flagstaff. Many of these comments were not actionable but the sentiments show that there will likely be difficulty in incorporating the recommendations of the Housing Plan related to density.

There were many commenters who wanted to see more diversity in the types of housing provided in Flagstaff. Suggestions included broadening the ability to create manufactured homes, tiny homes, condominiums, transitional housing, accessory dwelling units, co-housing, and clustering units on lots. The goal for many commenters of providing these types of housing was to create a more robust inventory of missing middle housing (between single-family homes and large apartment buildings) in the hope that more efficient use of land will result in per-unit costs becoming more affordable. Other commenters pointed out that efforts to expand the types of housing units in Flagstaff should be accompanied by lobbying for federal programs to support appropriate financing for these types of housing.

Mixed Income Housing and Housing in Existing Neighborhoods

Another important point in the discussion of housing types was the sentiment that affordable housing should be indistinguishable from market rate housing, whenever possible. Another point was that affordable housing can and should be added to all existing neighborhoods. This allows for affordable housing choices throughout the city and promotes inclusive neighborhoods. According to comments, infill of this type should focus on matching the “vibe” of existing neighborhoods with sensitivity to the context of parking and creating multiple lifestyle choices.

Student Housing/NAU

Sixteen percent of the comments referenced Northern Arizona student housing. Commenters wanted the City of Flagstaff to take action to stop student housing and the growth of NAU's student body. The City of Flagstaff lacks the authority to determine where NAU students live and how NAU enrollment grows or doesn't. Actionable comments in this category supported coordination and data collection on the existing student housing vacancy rates and the tracking of trends associated with this market.

Parking

Parking is typically bundled with, and raises, the cost of housing. Comments around parking were largely about needing more, or less, depending on values about carbon neutrality, neighborhood issues, the value of public parking, the durability of cars as a mode of transportation, convenience, and economic impacts. Comments that provided actionable opportunities included unbundling parking from housing, shared parking, creative parking agreements, eliminating minimum parking standards or completely scrapping parking requirements. Increasing parking requirements throughout the city is non-actionable as an affordable housing strategy because it would raise the cost of construction and decrease the efficiency of site planning for all development which would not meet the objective of creating more affordable housing over the next 10 years.

Location and Smart Growth Principles.

Close to twelve percent of the comments refenced locations and smart growth principles. Comments recommended specific locations for affordable housing. Specific locations mentioned were the Thorpe Park Annex and the corner of Schultz Pass and 1-80. Other location-based comments recommended locations designed to provide access to jobs, transit, and services.

Another sentiment was to support affordable housing in all neighborhoods and to oppose the creation of new suburban development patterns that make transportation difficult for those in affordable housing. Likewise, comments that promote walkability, infill, and mixed-use locations also promote access to parks, public health, and affordable transportation. Also, comments pointed to the importance of the aesthetic of buildings and the street with an eye towards walkability as something to not lose sight of. There were also comments in the non-actionable category that opposed all of these things as changes out of character with Flagstaff.

Conditions & Backgrounds

In 2006, Arizona passed the Private Property Rights Protection Act by a State-wide ballot initiative. The Act mandates that state and local governments that enact a land use law which reduces the fair market value of private property must provide just compensation to the owner. The Act establishes a process for filing claims and issuing waivers, but the impact of a land use law on the value of a property can be contested and difficult to ascertain. As a result, making changes to the Zoning Code requires careful consideration of effectiveness given the potential of filed claims and associated costs, if waivers are not issued. Refer to Arizona Proposition 207 for more details.

- *The Private Property Rights Protection Act (2006 ballot Initiative): https://www.azleg.gov/2006_Ballot_Proposition_Analyses/final%20I-21-2006%20%20Private%20Property%20Rights%20Protection%20Act.pdf*
- *Regional Plan Snapshots, Zoning, Published September 2021: https://flagstaff-regional-plan-2045-flagstaff.hub.arcgis.com/documents/zoning-regional-snapshot-paper/explore*

Fifty-eight percent of land in Flagstaff is zoned for single-family residential (R1, R1N, ER and RR zone categories), which allows for single-family homes and accessory dwelling units on each property. R1N zone also allows duplexes. These are low-density zones generally capped between 1 and 7 dwelling units per acre. In addition, 5.6% of land in Flagstaff is zoned industrial, 12% is Public Open Space zone and 10% is Public Facilities zone. Approximately 14% of the land within city limits allows for medium or high-density housing to be constructed, either through the commercial zoning categories as mixed-use or as apartments, condos, etc.

Where is this topic addressed in the 10-Year Housing Plan?

The Plan discusses information regarding student housing in the section titled, "Northern Arizona University Student Population and On Campus Housing"

The Zoning and Land Use section of the Plan discusses strategies around affordable housing.

What Changes were made in the 10-Year Housing Plan based off public comments?

The Plan now includes a section titled "Legal Barriers to Adopting Affordable Housing Policies". The updated content provides a reference to legal barriers to adopting affordable housing policies in Arizona.

Student data was updated to include off-campus housing. Refer to section titled, "Northern Arizona Student Population and On Campus Housing Production."

Refer to the Section titled "Zoning and Land Use" for additional information about zoning and its impact on housing location and type. Language regarding percentage of land zoned for residential use, public space and public facilities has been updated. Additionally, State law determines whether municipal inclusionary housing measures are mandatory or voluntary. In Arizona, as well as Colorado, Idaho, Indiana, Kansas, Texas, Tennessee, and Wisconsin—local governments are prohibited from adopting at least some form of mandatory inclusionary housing (for ownership housing, rental housing, or both). Refer to the above noted section of the Plan to find specifics regarding inclusionary housing.

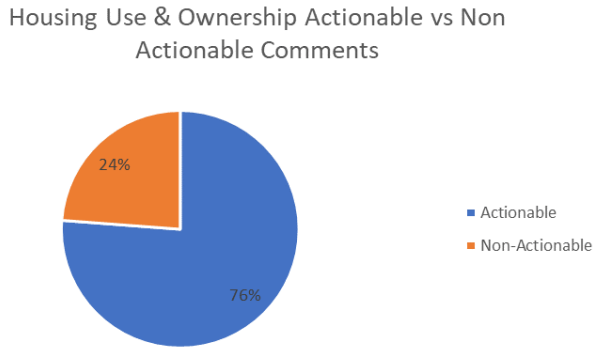
The Plan has a new section titled "Building Unity in the Community". This section discusses the importance of community support around the development of affordable housing and community character.

Housing Use and Ownership

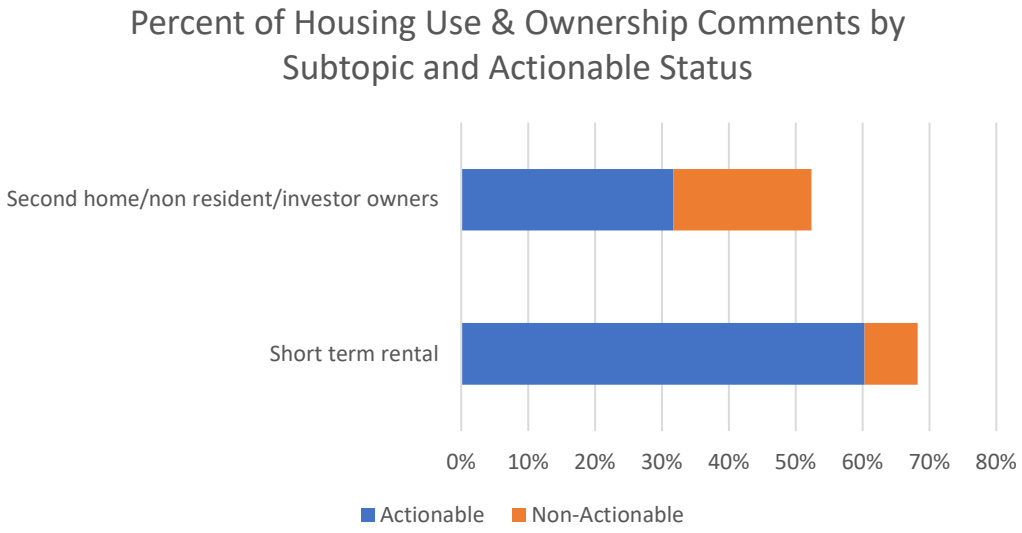
Comments that refer to existing housing uses and ownership types, as well as regulations regarding the use and ownership of housing.

Actionable v. Non-Actionable

Of the sixty-three comments included in the Housing Use/Ownership topic group, seventy-six percent were identified as actionable. The non-actionable comments were noted as such because Arizona state law preempts local governments from adopting any additional regulations on short-term rentals. Other non-actionable comments centered around limiting the amount of vacation homes in Flagstaff.



Subtopics within Housing Use & Ownership Comments



Overview & Characterization of Comments

Close to seventy percent of the comments in this category focused on short term rentals, second homes and investment properties negatively impacting residents from being able to purchase a primary home, while other comments concentrated on the importance of serving residents that are currently residing in Flagstaff. Citizens are concerned that these units are being used as hotels instead of housing for residents and are negatively affecting neighborhood character.

Suggestions for resolving these issues included increasing regulating and/or to increase property taxes on investment properties such as short-term rentals and second homes and to create options that discourage non-primary residences in Flagstaff. General responses reflect that Flagstaff citizens want greater local control over short-term rentals and vacation homes and ask that the City of Flagstaff lobby for this.

Some comments mentioned wanting to avoid the over regulation of short-term rentals and preventing homeowners/ primary residents from renting a room in their home to assist with decreasing their mortgage. Few comments stated that limiting short term rentals will hurt the economy.

Conditions & Backgrounds

In Arizona, state law has preempted local governments from adopting any additional regulations on short-term rentals.[1] While there are strategies that could encourage primary residences in Flagstaff, the Arizona Private Property Rights Protection Act practically limits the land use laws that local governments may enact. Refer to the below Arizona State Statues or Arizona Proposition 207 for more details. At this time, the City of Flagstaff sees no legal way to address comments suggesting that the organization discourage non-primary residences in Flagstaff by providing a preference to established primary residents.

Arizona State Laws regarding Short-Term Rentals/ Vacation Rental

- Ariz. Rev. Stat. §§ 9-500.39(A), 11-269.17(A)
- Ariz. Rev. Stat. §§ 9-500.39(F), 11-269.17(F)
- Ariz. Rev. Stat. §§ 9-500.39(B)(4), 11-269.17(B)(4)

Where is this topic addressed in the 10-Year Housing Plan?

Short-term rental and second homes, as well as owner occupied vs. non-owner-occupied short-term rentals are addressed in the Plan. For short-term rentals and vacation rentals refer to “Market Rate Housing Gap Analysis, Short-Term Rentals and Vacation Rentals and Vacation Rentals” section of the Plan. For Market Rate Housing Gap Analysis Methodologies for short-term rental and second home ownership refer to the 10-Year Housing Plan, Survey Results – Methodologies.

What Changes were made in the 10-Year Housing Plan based off public comments?

The Plan now includes a section titled “Legal Barriers to Adopting Affordable Housing Policies”. The updated content provides a reference to legal barriers to adopting affordable housing policies in Arizona.

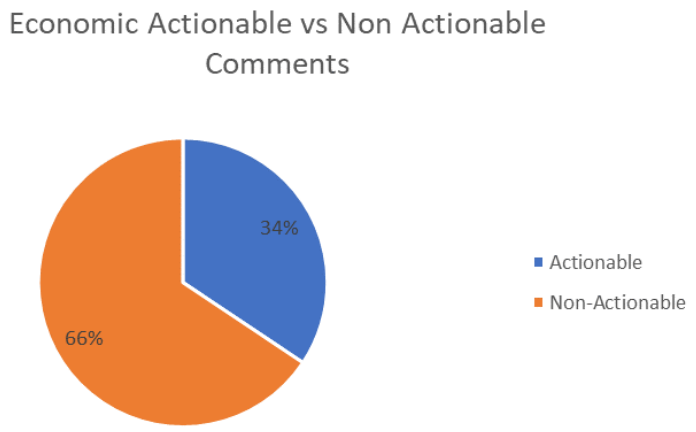
The Plan now addresses how the City of Flagstaff’s housing programs serve local residents and owner-occupied housing. For more detail refer to the section titled “Serving Local Residents Through City of Flagstaff Housing Programs.

[1] State-Level Legal Barriers to Adopting Affordable Housing Policies in Arizona, ASU Morrison Institute for Public Policy, November 2021

Economic

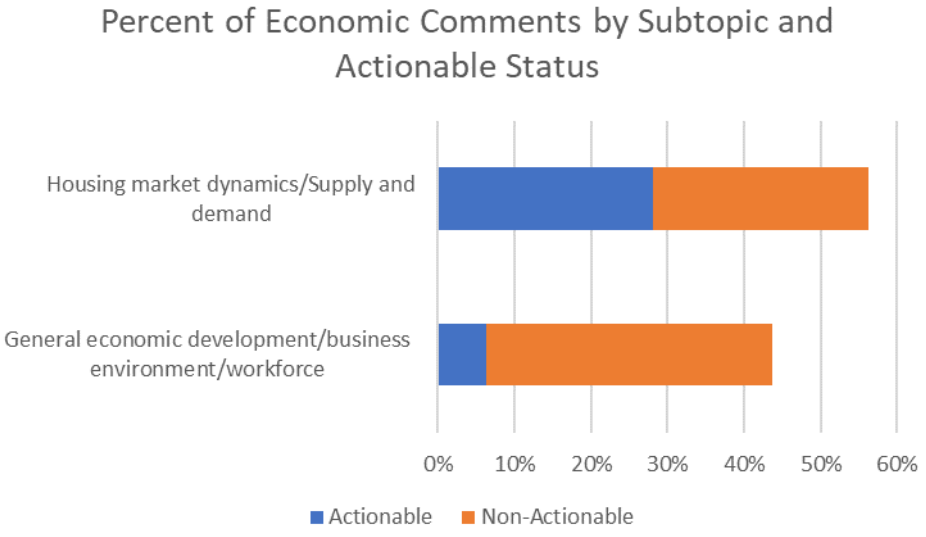
Comments that refer to economic conditions in Flagstaff, including workforce characteristics, economic development, jobs, and education.

Actionable v. Non-Actionable



Sixty-six percent of the Economic comments were non-actionable. The majority of the non-actionable comments related to general economic development, improvements to jobs, and business retention. The regulation of business, industry, wages, and other economic factors is the subject of policy documents and City of Flagstaff departments outside of the 10-year Housing Plan. While these efforts support the ability of households to afford housing, they are indirect in their impacts and not as targeted in the policies described in this Plan. Most of the non-actionable comments have been shared with the City of Flagstaff's Economic Vitality Department for further review.

Subtopics within Economic Comments



Overview & Characterization of Comments

The Economic comments had some commonalities. A portion of the comments expressed trust in market forces and/or a desire to let the free market provide housing. Conversely, a portion of the comments expressed doubt that the market could provide affordable housing without government intervention and action. These views express a spectrum of beliefs about how the housing market works (or doesn't work) and the expectations for the Housing Plan. Comments acknowledged that numerous macroeconomic trends in lending, household income, etc. influence the ability to produce affordable

housing locally. Of particular note - some comments also pointed out that the ease of working from home, the desirability of Flagstaff's quality of life, and demand for second homes mean that meeting demand is as simple as providing housing based on expected demand of the student population and workforce. Other comments noted that economic development and improvements to employment opportunities may increase wages and enable people to afford housing in Flagstaff.

Conditions & Backgrounds

The 10-year Housing Plan seeks to understand the gap between available housing and Flagstaff's housing needs, both market rate and affordable housing. The housing gap analysis found that Flagstaff currently has an undersupply of 7,976 market rate housing units and 12,072 households with an affordable housing need. Importantly, Flagstaff's undersupply of housing does not alone mean that our community has 20,048 households living without a place to call home. It means that 12,072 lower income households are living in less-than-ideal housing situations such as paying too much in rent and unable to advance through the housing continuum, while a remaining 7,976 market rate houses are needed to free up pressure on Flagstaff's housing stock and catch up with population growth.

This Plan establishes one overarching goal, supported by two fundamental elements that together have the ability to significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in the 10-Year Housing Plan document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

This information is in the 10-Year Housing Plan section titled "Flagstaff's Housing Gap Analysis - Quantitative Results".

Where is this topic addressed in the 10-Year Housing Plan?

As noted above, the Plan provides qualitative findings concerning market rate housing needs and affordable/ subsidized housing needs.

The Plan addresses the correlation between housing and economic opportunity in the section titled "Housing and Economic Opportunity".

The Plan also discusses how Flagstaff's Basic Housing Continuum represents a variety of housing types available for households at all income levels. It is a graph that show economic mobility and indicates that households with different levels of income require different levels of subsidy to move up, or advance through, the housing continuum. Refer to the section of the Plan titled, "Important Topics in Housing, Flagstaff's Housing Continuum."

What Changes were made in the 10-Year Housing Plan based off public comments?

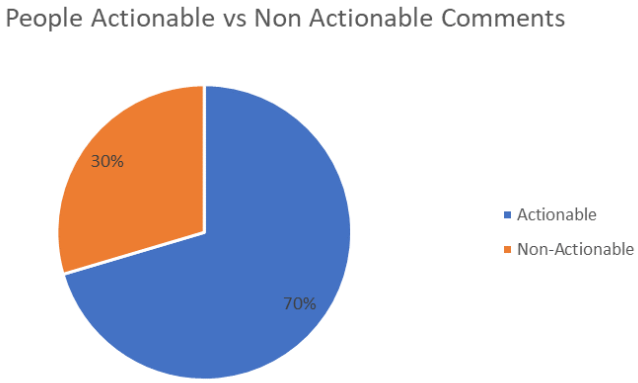
Updates to the Plan include additional content in the section titled "Addressing Flagstaff's Housing Emergency". The language notes that the current Housing Emergency has deep roots, with no single root cause. There is no single solution to addressing the Housing Emergency, but rather multiple strategies that will work together in providing Flagstaff residents with additional housing stability.

People

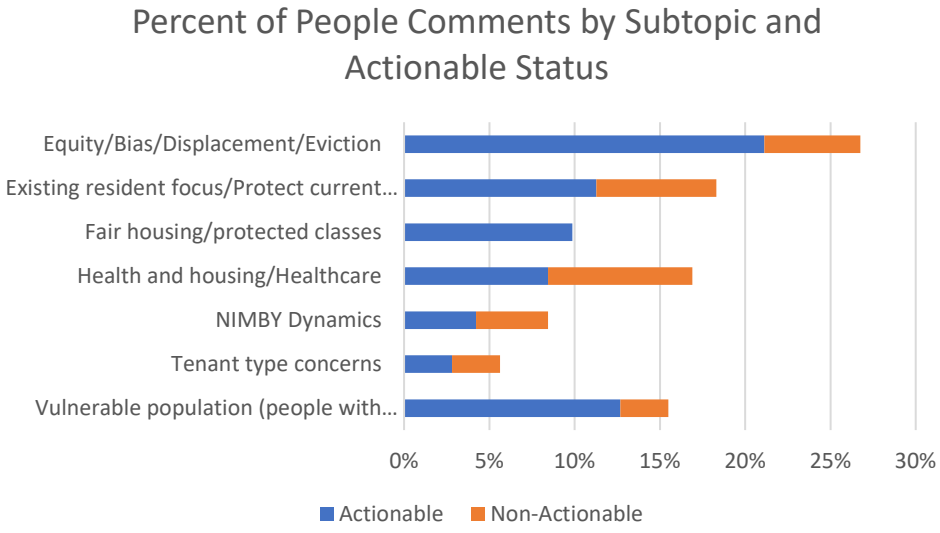
Comments that refer to the population of Flagstaff (present and future), protections for the population, equity considerations, and general people related concerns.

Actionable v. Non-Actionable

Seventy percent of the comments categorized in the people topic were actionable. Thirty percent of the comments were non-actionable either because the topics fell outside the Plan's scope of work or are outside of the City of Flagstaff's authority.



Subtopics within People Comments



Overview & Characterization of Comments

Over thirty percent of the comments referenced equity. Comments regarding equity requested to ensure equity is a central focus of the Plan. Additionally, the Housing Commission and some commenters suggested partnering with those who have lived experience and specific organizations such as NAU's Center of Health Equity Research. Some comments suggested that the Plan not focus on race but rather income disparity and economic inequalities while other comments said equity should have no part in government planning. Less than three comments were not in favor of the equity language of "equal outcomes" and the language regarding the housing continuum because it may imply that people on the lower end of the housing continuum are living in poor housing conditions and situations.

Over fifteen percent of comments focused on including language regarding housing situations for vulnerable populations such as those experiencing homelessness, housing for people with disabilities and seniors. Other suggestions were to explore data regarding households who are most at risk of

eviction, experiencing homelessness and housing instability and to use data to drive decisions on where resources should be targeted.

Comments include educating the public on the financial benefit to society of housing those experiencing homelessness. Other comments request that the Plan describe specific efforts the City of Flagstaff will undertake, how it will be executed and what the evaluation process will look like to develop and promote community health measurement data for vulnerable populations.

Close to twenty percent of the comments referenced protecting current residents. Comments ask for the Plan to focus on serving established residents in Flagstaff rather than creating opportunities that result in people moving here to access housing subsidies. Over five percent of comments discussed creating a campaign to combating affordable housing opposition and three commenters questioned how this could be accomplished.

Ten percent of comments under Fair Housing subtopic demonstrate the need for additional research and broader community education.

Conditions & Backgrounds

Protected classes, specifically "Sexual Orientation and Gender Identity" were included following the United States Supreme Court case Bostock v. Clayton County in June 2020 and an Executed Order issued by President Biden identifying the application of the Supreme Court decision to additional federal laws in January of 2021. Comments regarding incentivizing landlords who rent to those with housing barriers were supported by many citizens, in fact some comments requested the City of Flagstaff also explore ways it can create, implement, and enforce protection for tenants. Other comments voiced concerns about removing barriers for justice impacted citizens[2] and stated that support would strongly depend on what types of criminal records would be allowed.

The City of Flagstaff continues to serve people from all backgrounds and housing situations through coordination and delivery of resources in operating the Flagstaff Housing Authority and other City's Housing Section programs. The City of Flagstaff maintains a high level of involvement with the Coconino County Continuum of Care and the Flagstaff Front Door for Coordinated Entry.

Where is this topic addressed in the 10-Year Housing Plan?

Housing equity is central to the Plan. The Plan focuses on people of all backgrounds and different income levels for the purpose of defining affordable housing. Throughout the Plan, "affordable housing" is defined, using HUD's definition, as households paying 30% or less of monthly gross income towards the home in which they reside.

The Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies to address it over the next 10 years. As the City of Flagstaff implements the 10-Year Housing Plan, the goal is to substantially increase the number of available and affordable housing options for Flagstaff residents at all income levels and to increase subsidies to low- and moderate-income Flagstaff residents.

---

[2] **Justice Impacted Citizens:** Includes those who have been incarcerated or detained in a prison, immigration detention center, local jail, juvenile detention center, or any other carceral setting, those who have been convicted but not incarcerated, those who have been charged but not convicted, and those who have been arrested. Source: Law School Admission Council

Policy initiatives and strategies will be implemented using data driven decisions whenever possible. Specific populations are intentionally not identified in this Plan because income levels are used when applying the "affordable housing" definition.

Strategies will be implemented with both internal and external stakeholders after the Plan is adopted by Flagstaff City Council, thus strategies do not go into specifics about different populations, nor does the Plan go into detail about how strategies will be accomplished. The creation of new programs will be created with an equity lens and process that includes community partners and people with lived experience.

The Plan's "Housing and Healthcare" section describes how stable housing is a basic, cost-efficient form of healthcare that has the potential to significantly improve physical and behavioral health outcomes among vulnerable individuals and families.

What Changes were made in the 10-Year Housing Plan based off public comments?

The Plan now has a section that discusses racial and ethnic composition for those experiencing homelessness and those living in rental and ownership housing cost burdened situations. This section incorporates racial equity and distribution of wealth information and goes into further detail about housing cost burdened situations. This section also discusses the Fair Housing Act and the City of Flagstaff's commitment to further fair housing in Flagstaff. Refer to the section in the Plan titles, "Racial Disparities and Housing Justice."

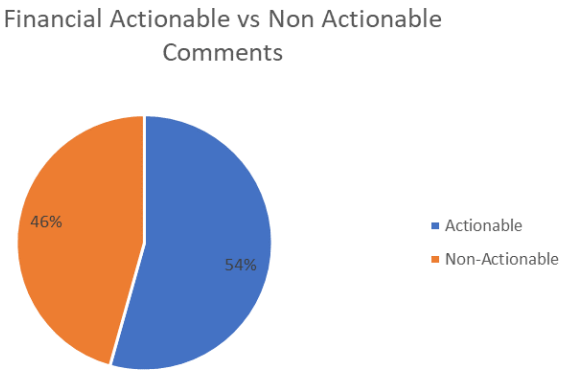
In the beginning of the 10-Year Housing Plan, under the section titled "Addressing the Housing Emergency", it points out that a little over 58% of Flagstaff resident stated that they were either "nearly certain" to "somewhat likely" to relocate due to housing costs. The intent of the Plan is to help individuals and families in Flagstaff achieve housing affordability for those who want to continue to call Flagstaff their home.

"Housing First" is addressed in the Plan and educates readers about how Housing First is an approach that prioritizes providing permanent housing to people experiencing homelessness and individuals with any degree of service need, thus ending their housing instability, and serving as a platform from which they can pursue personal goals and improve their quality of life.

Financial

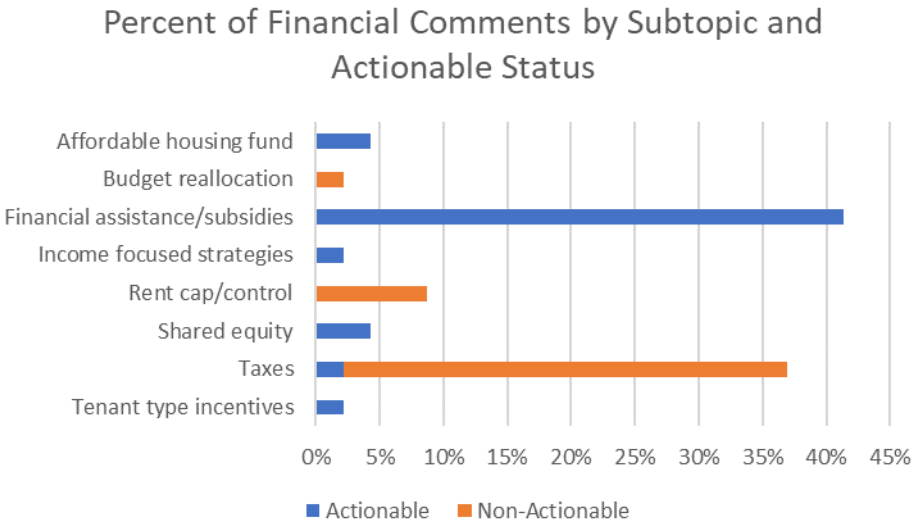
Comments related to financial aspects of housing and housing programs, including tax, subsidy and funding implications, loans, rent controls and other financial assistance considerations.

Actionable v. Non-Actionable



Forty-six percent of the comments were non-actionable. Comments related to tax decreases and increases were all marked non-actionable for the purpose of determining their legal standing. While these comments will not specifically be addressed in the Plan, they were addressed as strategies to explore. These comments will be shared and discussed with Management Services and the Legal Department within the City of Flagstaff.

Subtopics within Financial Comments



Overview & Characterization of Comments

Thirty-seven percent of the comments expressed concern about increasing taxes to solve the housing problem. Every comment regarding taxes in this section suggested lowering taxes and to not increase the financial burden on those already living here. One commenter suggested lowering taxes on properties occupied by primary residents while another suggested reducing the sales tax on construction material.

Forty-one percent of the financial comments focused on subsidies and direct financial assistance. Most of the comments expressed support for providing housing subsidies such as down payment and rental assistance and suggested connecting Area Median Income (AMI) to the Plan's strategies. A few comments did not support providing subsidies and one suggested providing a program to help people navigate housing assistance opportunities.

Thirteen percent of financial comments asked the City of Flagstaff to consider rent control and shared equity models when creating financial assistance programs. A small set of comments (4%) asked the City of Flagstaff to consider setting up an affordable housing fund that would provide consistent funding for either City owned or private affordable housing development.

Conditions & Backgrounds

In Arizona, the State preempts local governments from enacting rent control, with the only exception being when a unit is owned, financed, subsidized or insured by a municipality or state agency.

Ariz. Rev. Stat. §§ 33-1329(B), 33-1416(B).

Where is this topic addressed in the 10-Year Housing Plan?

The section titled "Funding" discusses how funding is imperative for the implementation of the 10-Year Housing Plan's goal, policy initiatives and strategies. Funding sources include the City of Flagstaff budget, agency grants, private, public and nonprofit community partners and new sources such as general obligation bonds.

Policy Initiatives and Strategies indicate the level of require funding in the section titled, "Detailed List of Policy Initiatives and Strategies."

What Changes were made in the 10-Year Housing Plan based off public comments?

The Plan now includes a section titled "Legal Barriers to Adopting Affordable Housing Policies". The updated content provides a reference to legal barriers to adopting affordable housing policies in Arizona.

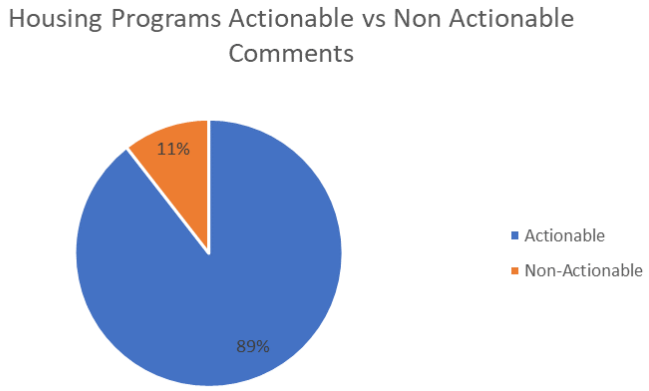
The Plan now has a section titled "Serving Local Residents Through Housing Programs". This section discusses how the City of Flagstaff's housing programs serve local residents by requiring either owner occupancy, or employment / residency in the City of Flagstaff or surrounding area.

Housing Programs

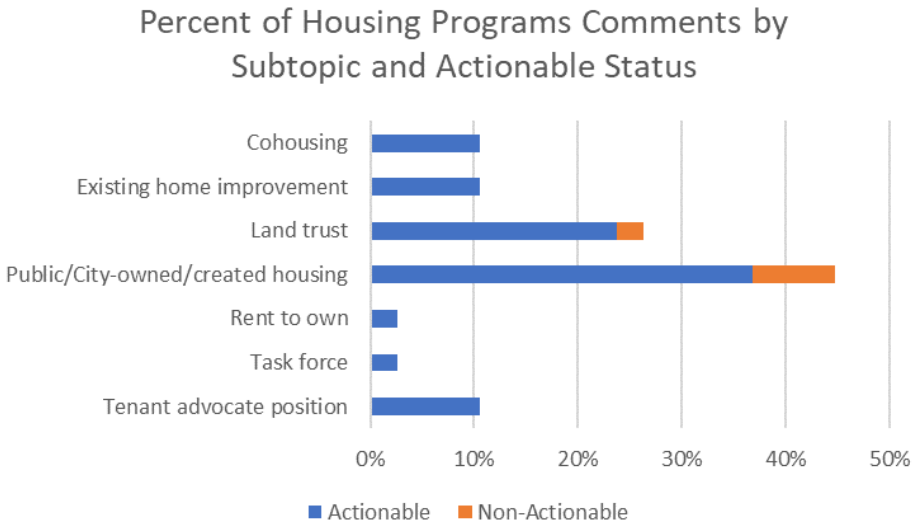
Comments that include mention of direct housing program types such as public housing, land trusts, co-housing, and other housing programs for repairs and tenant protections.

Actionable v. Non-Actionable

Nearly ninety percent of comments regarding City of Flagstaff housing programs were actionable. Actionable subtopics included City owned and operated housing such as public housing and programs such land trust, homeownership and affordable rental improvement. Eleven percent or four comments that were non-actionable either conveyed support or opposition of subsidized housing programs and requested that the City of Flagstaff not get involved in purchasing property.



Subtopics within Housing Programs Comments



Overview & Characterization of Comments

Over forty percent of the comments referenced creating affordable housing owned by the City of Flagstaff. These comments focused on supporting public housing and the creation of City owned housing. Commenters voiced that they support public, private partnerships and programs that incentivize developers to create affordable housing, but clearly stated incentives alone will not adequately increase the supply of affordable housing to address Flagstaff's Housing Emergency. Citizens suggested that the Plan include information about the City of Flagstaff's public housing and urged the organization to develop, own, and operate more affordable housing. Other comments suggested that the City of Flagstaff expand efforts and budgets to purchase land for the explicit purpose of building City of Flagstaff owned affordable housing.

Over twenty-five percent of the comments in this section referenced the City of Flagstaff's Land Trust. Public comment related to the City's Land Trust program showed strong support for increasing the supply of this alternative housing model, while others felt it was necessary to evaluate the program concerning its equity sharing model. Some suggested the equity sharing model be revisited in light of changed market conditions since the program was created.

Over ten percent of the comments refenced existing home improvement programs. Comments showed full support for expanding the housing rehabilitation programs and creating a housing navigator or advocate position. Citizens suggested that the City of Flagstaff research similar positions in Maricopa County and Pima County and consider implementing this position with a local legal organization such as People's Legal Services (DNA).

Comments expressed encouragement for the City of Flagstaff to explore co-housing projects to address the social and health needs of residents. Co-housing is an intentional community of private homes clustered around shared space. Each attached or single-family home has traditional amenities, including a private kitchen. Shared spaces typically feature a common house, which may include a large kitchen and dining area, laundry, and recreational spaces.[3]

Lastly, a comment mentioned creating a housing task force for implementing the Housing Plan. For comments related to programs such as down payment assistance please refer to the topic titled "Financial" in this document where there are additional comments regarding housing subsidies.

Conditions & Backgrounds

The City of Flagstaff Housing Authority provides multiple affordable housing programs, including:

- 265 public housing units
- Management of 80 units of HUD Multifamily Housing
- 12 mod-rehab units in partnership with the Guidance Center
- 333 Housing Choice Vouchers
- 106 Veterans Affairs Supportive Housing (VASH) Vouchers
- 40 Mainstream Vouchers for non-elderly households that contain an adult with a disability
- 29 Emergency Housing Vouchers for households experiencing homelessness or fleeing domestic or dating violence
- A flexible number of Foster Youth Initiative vouchers for homeless youth exiting foster care

The City of Flagstaff's Incentive Policy for Affordable Housing (IPAH) was adopted by Flagstaff City Council in 2009 and encourages the creation of affordable housing units through various incentives. The IPAH document allows for the payment or reduction of fees relating to the development process. Refer to Growth and Development comments in the document regarding Flagstaff's Incentive Policy for Affordable Housing. Additionally there are regulatory incentives located in the Flagstaff Zoning Code. In the years since its adoption, City staff and other users of these documents have identified discrepancies between the IPAH, incentives in the Zoning Code, and current departmental practices that impact the effectiveness of the policy. Therefore, the IPAH is undergoing an update process that began in Spring 2021, with the goal of Flagstaff City Council adoption in 2022.

The City of Flagstaff's Housing Commission is responsible for implementation of this Plan. The Housing Commission was established in July of 2019. The Commission strengthens Council's goal to "Support

[3] What is Cohousing ABQ

development and increase the inventory of public and private affordable housing for renters and homeowners." Flagstaff's Housing Commission also assures that an open, inclusive, and transparent process is utilized in the discussion, prioritization, and presentation of recommendations that address the community's housing needs. For more detail refer to the Commission's Enacting Authority.

Where is this topic addressed in the 10-Year Housing Plan?

Specific City of Flagstaff programs are not addressed individually in the 10-Year Housing Plan mainly because they are dependent on funding, capacity and could potentially change during the Plan's implementation. For a detailed list of current City of Flagstaff Housing Programs, refer to the Housing Section webpage. For Plan implementation refer to section titled "Forging Ahead for Housing Advancement, Flagstaff City Council & Housing Commission".

What Changes were made in the 10-Year Housing Plan based off public comments?

The Plan now has a section titled "Serving Local Residents Through Housing Programs". This section discusses how the City of Flagstaff's housing programs serve local residents by requiring either owner occupancy, or employment / residency in the City of Flagstaff or surrounding area.

Refer to the section of the Plan titled, "City of Flagstaff Housing Authority and Possibilities" regarding how the City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. Through this process, all current residents of public housing have the right to return to the redeveloped units, thus no one who currently lives in Public Housing will be permanently displaced. The City's vision is to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

Not all housing types are identified in the Plan. This is now noted in the section titled "Housing Continuum" by stating that housing types such as accessory dwelling units, tiny homes or co-housing communities are not shown in the basic housing continuum but will be strongly considered during the Plan's implementation.

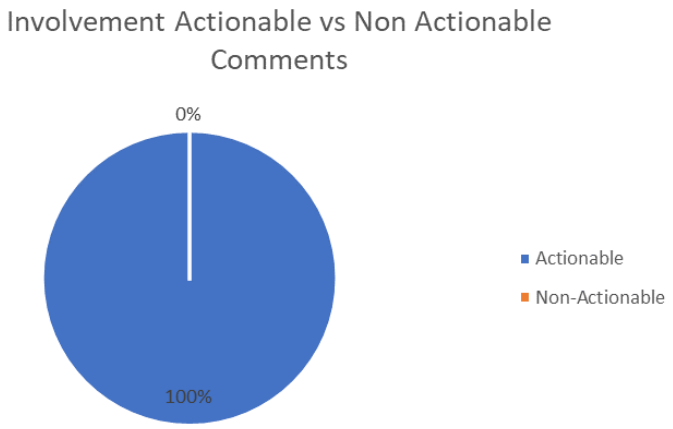
A section has been added regarding forms of housing. For information regarding additional types of housing, refer to the section in the Plan titled "Forms of Housing." This section discusses what "Missing Middle Housing" is, provides pictures of different forms of housing and points out how missing middle housing not only affects affordability but can also lower our community's carbon footprint by increasing the walkability of our neighborhoods

Involvement

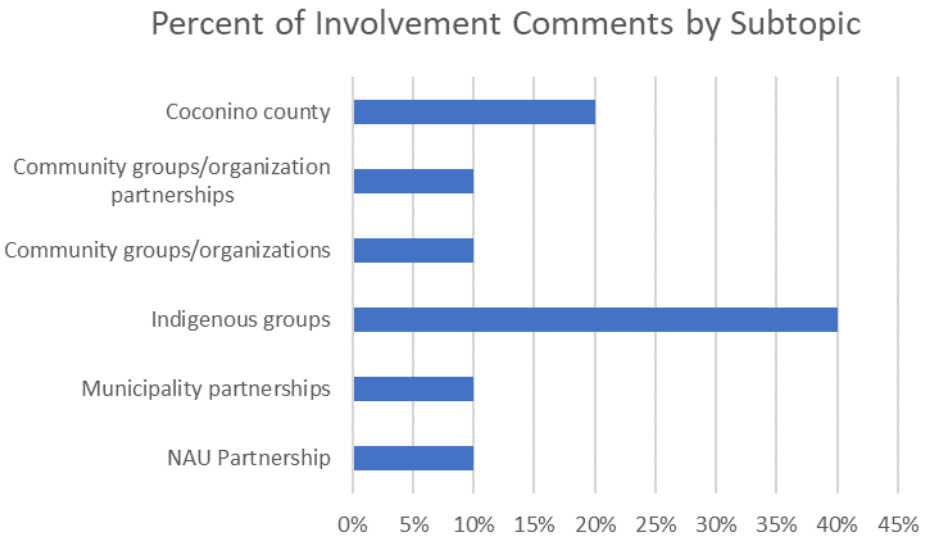
Comments that suggest the involvement or partnership with particular community groups.

Actionable v. Non-Actionable

One hundred percent of comments suggesting the involvement of partnership with specific community groups are actionable and will be applied when implementing Plan policy initiatives and strategies.



Subtopics within Involvement Comments



Overview & Characterization of Comments

On the topic of involvement and partnerships, a few comments were received that requested the document clarify the role of the County and coordinate affordable housing efforts with the County.

Other comments pointed to the importance for working with existing organizations that work in affordable housing and expanding the coalition of affordable housing partners to include neighborhood associations, businesses, buildering associates, Native nations, and nearby communities such as Winslow and Williams.

One comment also suggested recruiting assistance from NAU in monitoring the housing market and assessing conditions.

Conditions & Backgrounds

Partnerships are mentioned throughout the 10-year Housing Plan and are essential to meeting the goals and objectives of the Plan. Existing Partnerships through the Continuum of Care Committee and affordable housing non-profits are ongoing. Additionally, the development of new partnerships is an ongoing initiative of the City of Flagstaff.

Where is this topic addressed in the 10-Year Housing Plan?

The Plan had extensive public participation. Refer to the 10-Year Housing Plan's Public Participation Plan and the list of contributors for the creation of this document to see the diversity of participants.

Plan implementation will continue to require extensive public participation and community engagement. Refer to the Policy Initiative and Strategy document to see which strategies will require Flagstaff City Council's consideration, public engagement and collaboration between internal divisions and sections.

What Changes were made in the 10-Year Housing Plan based off public comments?

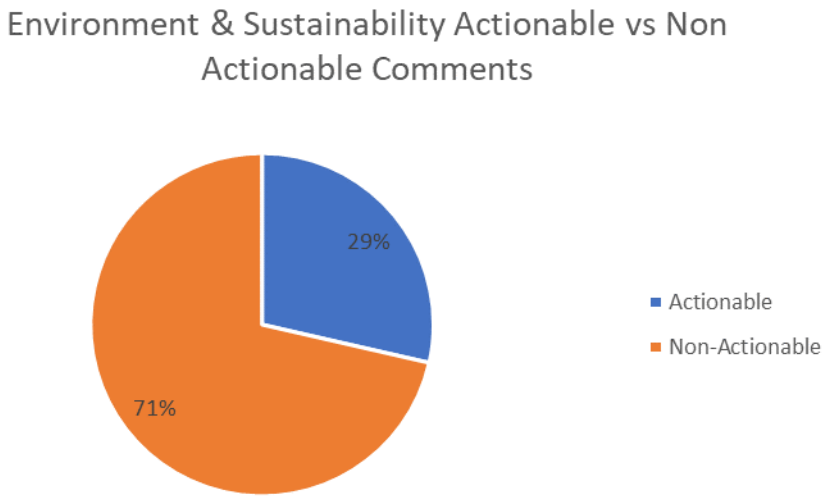
Refer to the section in the Plan titled "Forging Ahead for Housing Advancement, Actions Needed, Coconino County Leadership" for an update on inclusive and productive engagement with Coconino County.

Environment/ Sustainability

Comments that include climate change considerations, sustainable construction, and natural resources.

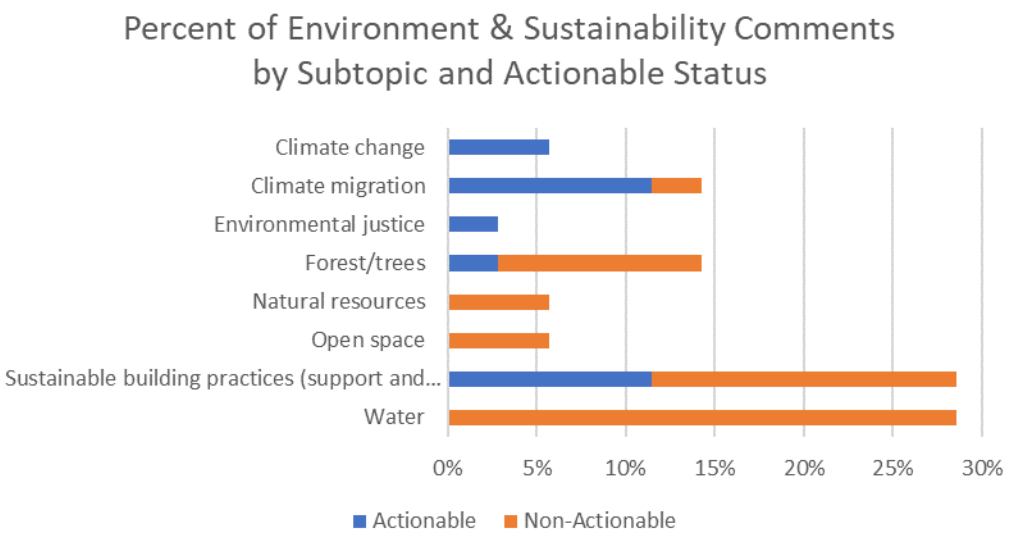
Actionable v. Non-Actionable

A little over seventy percent of the comments in this category were non-actionable. The regulation of sustainability, open space and water resources are the focus of other policy documents such as the Flagstaff Regional Plan and the Carbon Neutrality Plan.



Nearly thirty percent of the comments in this category were actionable. Actionable comments included housing related to climate change, climate migration, environmental justice, and sustainable building practices.

Subtopics within Environmental & Sustainability Comments



Overview & Characterization of Comments

Twenty-nine percent of the comments raised concern about the availability and long-term sustainability of water resources in the region, some suggesting that the strain on water resources is cause for not facilitating growth in the region. For water resource information refer to the Flagstaff Regional Plan.

Roughly twenty- six percent of comments related more generally to natural resources, open space, and greenery that are iconic elements of Flagstaff's environment. These comments generally expressed concern that facilitating additional housing and population growth would start to diminish the extent and/or quality of the City of Flagstaff's natural environment. Natural resources, open space and land designation are decisions of Flagstaff City Council and are outside of the scope of work of this Plan.

Thirty percent of the comments that are actionable pertained to subtopics related to climate change, climate migration, trees, environmental justice, and sustainable building practices. Commenters suggested that the Plan discuss how higher density housing explicitly reduces both carbon impact and increases housing affordability. Commenters also urged the City of Flagstaff to limit cutting down trees and develop housing with low flow toilets and the use of natural light. Other commenters suggested the Plan discuss climate migration and environmental justice.

Conditions & Backgrounds

All City of Flagstaff owned and operated affordable housing units (public housing) are located within pedestrian sheds that are accessible to public transit, schools, jobs, medical services and groceries. In fact, federally funded housing such as public housing and Low Income Housing Tax Credit (LIHTC) units require such locations to have proximity to services, employment, and retail contribute to a complete neighborhood and vibrant multi-family developments.

Housing is critical to community health and overall resilience. As we anticipate changes to Flagstaff's climate and social systems, we know that different groups in Flagstaff have different levels of resilience, or ability to withstand challenges like a power outage, school closure, or a medical emergency. Those who are facing housing insecurity are more vulnerable to the impacts of climate change – and so today's current Housing Emergency means Flagstaff is not as strong a community as it could be. One's financial security and housing security can impact their ability to adjust to both short-term shocks like flooding

and long-term shifts like increases in housing prices. Low-income residents, communities of color, and Indigenous individuals are more likely to experience disproportionate impacts from climate change. Improving housing in Flagstaff will mean that more residents can live in healthy homes and are better prepared for the changing climate.

Where is this topic addressed in the 10-Year Housing Plan?

Both the 10-Year Housing Plan and the Carbon Neutrality Plan note that Flagstaff faces a multitude of community challenges and competing priorities which must be met with open dialogue, innovative thinking, and good faith that we can find creative solutions that move us forward towards a healthier, more inclusive community. Partnerships across the City of Flagstaff and the community at large are vital for addressing the Housing Emergency and creating a healthier, more resilient Flagstaff.

Sections related to climate migration, environmental justice, and how climate action can support lower cost of living, refer to the section titled "Housing is Flagstaff's Infrastructure, Housing and Sustainability".

What Changes were made in the 10-Year Housing Plan based off public comments?

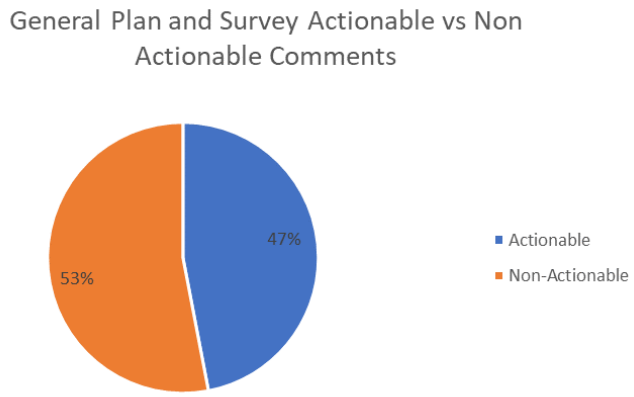
Refer to the section in the Plan titled "Forms of Housing". This section discusses what "Missing Middle Housing" is and how missing middle housing not only affects affordability but can also lower our community's carbon footprint by increasing the walkability of our neighborhoods. Higher density housing development with a mix of other land uses within close-proximity – such as retail and recreation – encourages walking, biking, and transit use instead of the predominantly car-dependent nature of single-family neighborhoods. Transitioning from car-dependent development to more walkable, pedestrian-oriented development is also integral to achieving the city's carbon neutrality goals

General Plan/ Survey Comments

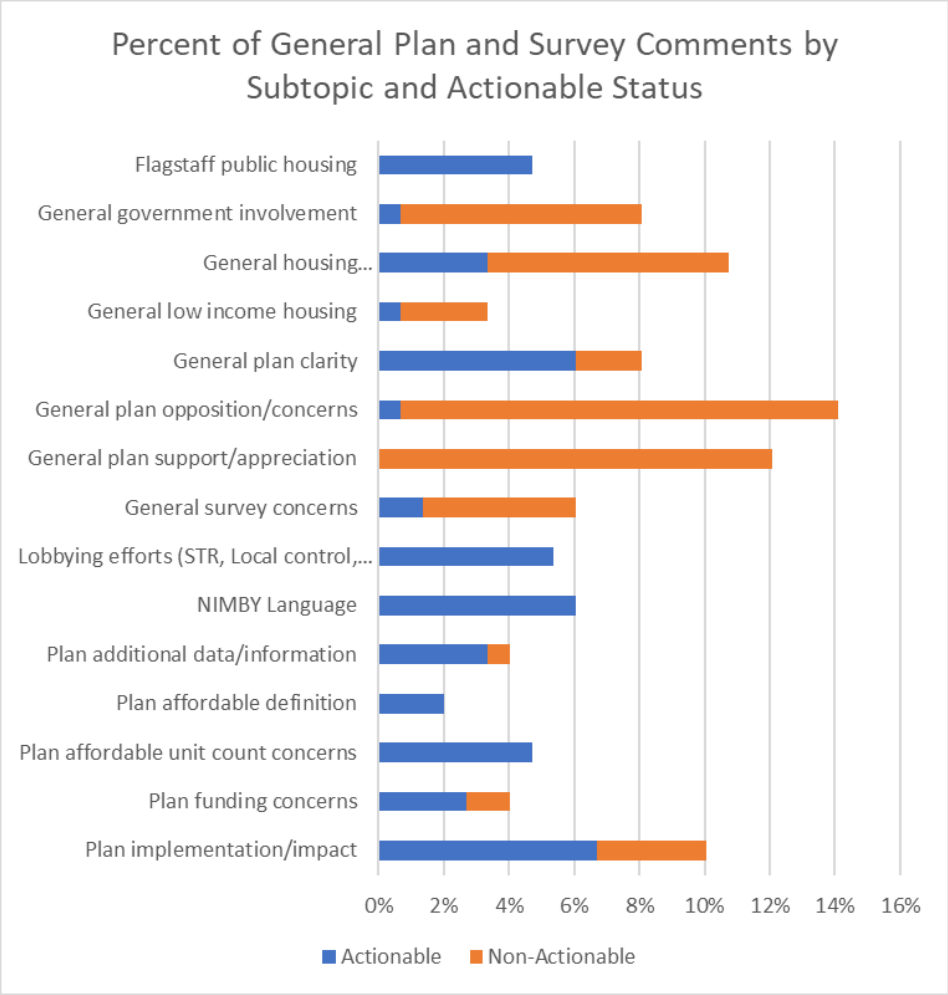
Comments that generally relate to the Plan document (support/opposition), Plan content/language, implementation, and topics covered by the Plan.

Actionable v. Non-Actionable

Fifty-three percent of the comments were non-actionable because they displayed general support or opposition of the 10-Year Housing Plan. Other non-actionable comments were read by staff and will be shared in the comment spreadsheet with the Flagstaff Housing Commission and Flagstaff City Council. Note that subtopics labeled as NIMBY (Not In My Back Yard) language are comments expressing opposition to the use of the term "NIBMY" in the Housing Plan.



Subtopics within General Plan and Survey Comments



Overview & Characterization of Comments

Plan Support and Opposition

Combined, twenty-six percent of the comments reference Plan opposition or support. The majority of the comments supporting the Plan and opposing the Plan were split. All general Plan opposition and support feedback were marked non-actionable. Other non-actionable comments were read by staff and will be shared in the comment spreadsheet with the Flagstaff Housing Commission and Flagstaff City Council.

Plan Implementation

Ten percent of the comments referenced Plan implementation. For comments concerning Plan implementation, participants questioned what the Plan's evaluation process would look like and asked for assurance that the Plan will be prioritized and effectively administered. Others expressed concern with the conceptual language in the Plan such as "evaluate", "raise awareness", "encourage" and said that the Plan lacks the willingness to take more concrete, lasting actions. Some felt that the duration or the time comments of the strategies lacked a sense of urgency.

Some comments urged that the Plan include more specific information about the number of units needed, the kinds of units needed and where the capacity for building these units exist, suggesting that

this information will help the public understand how the various strategies work together and which strategies make sense in which locations.

Two commenters suggested that the goal of 7, 976 housing units under shoots the market rate goal and should take into consideration Flagstaff's projected population growth. Commenters expressed concern that this action item will only meet the City of Flagstaff's current needs and will not be an improvement in 10 years which will continue an affordable housing shortage.

Three participants asked for clarification on why the first element of the overarching goal of the Plan is to reduce the current affordable housing need in our community by half over the next ten years. Commenters were concerned that element one which is to "create or preserve 7,976 units by 2031 with a minimum of 10% affordable," only adds approximately 800 affordable units to the city's inventory. Commenters suggested that the City of Flagstaff strive for more than 10% affordable units.

Comments asked why the market rate goal is modest in relation to element two which is to "impact at least 6,000 low-to-moderate Flagstaff residents." Commenters urged the city to consider more direct routes for addressing an increase in affordable housing units and to include specific numbers such as "secure funding for 800 new affordable rental housing units for households earning 80% AMI or less through 2031, etc. The commenters suggested that outlining these specifics will allow the City of Flagstaff, the Planning and Zoning Commission, and others to track the progress on fulfilling these goals. It will also allow private developers to know what type of housing the city is seeking.

Affordable Housing Impact Statement

Solution-oriented comments suggested that the City of Flagstaff track development annually so the community is aware of land inventory and its current zoning within the urban growth boundary. Tools like this would educate the community and show how much land is dedicated to single family housing vs. multifamily housing, second home and vacation rentals. Commenters supported the creation of a Housing Impact Statement as a required element of staff reporting and encouraged that it be prepared for all building permits that add, subtract or modify housing units.

Definition of Affordable

Comments suggested that the definition of affordable housing be capped at a certain level of income because there is an underlying concern that it opens the doors that an expensive unit could be considered affordable if the residents have high enough income. Stated clearly by stakeholders, new luxury condominium units are likely only attainable to a very small portion of our population, while being very attractive to outside investors or those purchasing second homes. The final Plan should make it clear that this kind of development does not contribute to the City of Flagstaff's ability to address affordability and workforce housing goals and is not included in the Plan's calculations.

Not In My Back Yard (NIMBY) Language

Comments highly suggest removing NIMBY language from the Plan, stating that it is overgeneralized and divides people. Some state the way to address opposition to affordable housing in all neighborhoods is through education and good design and showing how affordable housing can enrich neighborhoods.

Lobbying

Commenters suggest that this language make clear that lobbying is not a task of staff but rather Flagstaff City Council. Other commenters suggest that the City of Flagstaff partner with other Arizona towns and cities to lobby for more local housing control. Others suggested lobbying against the prohibition of mandatory inclusionary zoning.

Conditions & Backgrounds

Although the City of Flagstaff has a number of Housing planning documents, when declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the organization's immediate and long-term needs and strategies to improving housing affordability. This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies to address it over the next 10 years. As the City of Flagstaff implements the 10-Year Housing Plan, the goal is to substantially increase the number of available and affordable housing options for Flagstaff residents at all income levels and to increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff.

Where is this topic addressed in the 10-Year Housing Plan?

Plan implementation and required actions are addressed in the section of the Plan titled "Forging Ahead for Housing Advancement, Action Needed". The Flagstaff City Council will have oversight responsibility for this Plan and will make policy decisions, budgetary appropriations and workplan approvals that will facilitate implementation. The Flagstaff Housing Commission will provide recommendations to Flagstaff City Council on the implementation of this Plan. Flagstaff City Council and the community will receive an annual update on the progress of Plan implementation.

The Plan also discusses how this document is a living document that will evolve with market conditions, community housing needs and budgetary status. This section presents a structure for ongoing monitoring, evaluation and reporting on the Plan's goal and progress.

The Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

Multiple factors including market conditions, community will, Flagstaff City Council support and funding availability will dictate the City of Flagstaff's involvement in future housing development. Where development will take place will be driven by land availability and developer willingness to contribute toward affordable housing goals. Development progress will be tracked and reported to Flagstaff City Council, the Housing Commission and the community at large on an annual basis.

The 10-Year Housing Plan addressed community opposition when identified through the local Housing Survey. See section titled "Flagstaff Housing Survey – Qualitative Results, Support of Affordable Housing Development".

What Changes were made in the 10-Year Housing Plan based off public comments?

The Plan discusses the purpose of conceptual policy initiatives and strategies. Refer to the section in the Plan titled "Accountability, Plan Flexibility".

The Plan discusses community opposition and has removed the term Not In My Back Yard (NIMBY).

The Plan now addresses how the City of Flagstaff's housing programs serve local residents and owner-occupied housing. For more information refer to the section titled "Serving Local Residents Through City of Flagstaff Housing Programs."

Public Housing is included in the Plan, refer to section titled "Housing Authority & Possibilities."

Draft 10-Year Housing Plan 30 Day Public Comment Period

November 6, 2021, 9:31 AM

Contents

i. Summary of responses 2

Draft 10-Year Housing Plan 30 Day Public Comment Period

We want to hear your policy and strategy priorities on Flagstaff's Draft 10-Year Housing Plan

Summary Of Responses

As of November 6, 2021, 9:31 AM, this forum had:		Topic Start	Topic End
Attendees:	786	September 22, 2021, 11:15 AM	November 6, 2021, 8:56 AM
Responses:	327		
Hours of Public Comment:	16.4		

QUESTION 1

How would you prioritize the policies initiatives in the "Create" category of the 10-Year Housing Plan? Click each priority to add it to your priority list in order of importance.

1. Create 5: Incentivize the creation of affordable units through various programs and mechanisms.
2. Create 3: Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.
3. Create 1: Create a dedicated funding source for affordable housing in Flagstaff
4. Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
5. Create 2: Explore Building Innovation and cost saving practices.

QUESTION 2

There are 32 strategies in the Create Policy Category. How favorable are you of the following strategies to implement the "Create" policies?

Create 1.1: Present 2022 Bond Measure to Council and Community for consideration for additional funding to be leveraged with local, state and federal dollars.

	%	Count
Very Unfavorable	17.9%	57
Unfavorable	10.7%	34
Neutral	18.2%	58
Favorable	30.2%	96
Very Favorable	17.3%	55

	%	Count
Don't Know	4.7%	15

Create 1.2: Create a fund for the purpose of acquiring land/units for affordable housing in order to be able to respond to opportunities as they arise.

	%	Count
Very Unfavorable	17.3%	55
Unfavorable	9.1%	29
Neutral	11.6%	37
Favorable	27.0%	86
Very Favorable	32.7%	104
Don't Know	0.6%	2

Create 1.3: Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first time homebuyers, and affordable housing targeted to these populations.

	%	Count
Very Unfavorable	8.8%	28
Unfavorable	4.7%	15
Neutral	7.2%	23
Favorable	31.8%	101
Very Favorable	44.3%	141
Don't Know	2.2%	7

Create 1.4: Explore other funding mechanisms for affordable housing developments such as Revitalization district and dedicated sales tax.

	%	Count
Very Unfavorable	17.0%	54
Unfavorable	13.8%	44
Neutral	14.8%	47
Favorable	30.2%	96
Very Favorable	21.1%	67
Don't Know	1.6%	5

Create 2.1: Hire an independent consultant to review City codes, processes and fees to determine whether modifications, reductions, or eliminations would facilitate cost saving housing development strategies.

	%	Count
Very Unfavorable	18.9%	60
Unfavorable	12.9%	41
Neutral	20.8%	66
Favorable	26.1%	83
Very Favorable	18.6%	59
Don't Know	2.2%	7

Create 2.2: Explore innovative tools and techniques to limit costs for regional development impacts on individual development projects, such as infrastructure.

	%	Count
Very Unfavorable	9.4%	30
Unfavorable	3.8%	12
Neutral	21.4%	68

	%	Count
Favorable	36.5%	116
Very Favorable	20.1%	64
Don't Know	7.2%	23

Create 2.3: Create a dedicated team specifically for affordable housing projects.

	%	Count
Very Unfavorable	12.6%	40
Unfavorable	10.1%	32
Neutral	14.5%	46
Favorable	27.0%	86
Very Favorable	32.7%	104
Don't Know	0.9%	3

Create 2.4: Establish a simplified entitlement (i.e. rezoning and conditional use permit) and development review process.

	%	Count
Very Unfavorable	12.9%	41
Unfavorable	11.0%	35
Neutral	17.0%	54
Favorable	26.7%	85
Very Favorable	23.3%	74
Don't Know	7.5%	24

Create 2.5: Explore alternative Engineering and Fire requirements to minimize the cost of development without

compromising Fire and Life Safety.

	%	Count
Very Unfavorable	11.0%	35
Unfavorable	11.0%	35
Neutral	17.0%	54
Favorable	28.3%	90
Very Favorable	24.8%	79
Don't Know	6.3%	20

Create 2.6: Make pre-approved standard plans available to property owners to reduce planning and review costs.

	%	Count
Very Unfavorable	6.6%	21
Unfavorable	5.3%	17
Neutral	16.7%	53
Favorable	35.8%	114
Very Favorable	26.4%	84
Don't Know	7.9%	25

Create 2.7: Construct and promote net zero or net zero ready affordable housing when funding is available and encourage private developers to do the same.

	%	Count
Very Unfavorable	11.6%	37
Unfavorable	6.6%	21
Neutral	17.0%	54

	%	Count
Favorable	26.4%	84
Very Favorable	30.5%	97
Don't Know	6.0%	19

Create 2.8: Prioritize Capital Improvement Projects that facilitate affordable housing.

	%	Count
Very Unfavorable	10.4%	33
Unfavorable	6.3%	20
Neutral	15.7%	50
Favorable	33.3%	106
Very Favorable	28.3%	90
Don't Know	4.4%	14

Create 2.9: Prioritize the development of City owned land designated for affordable housing and evaluate other city owned parcels for affordable and mixed-income housing.

	%	Count
Very Unfavorable	13.8%	44
Unfavorable	7.2%	23
Neutral	9.7%	31
Favorable	25.2%	80
Very Favorable	40.9%	130
Don't Know	2.2%	7

Create 3.1: Update the Regional Plan policies to support increased density related to affordable housing.

	%	Count
Very Unfavorable	19.2%	61
Unfavorable	9.4%	30
Neutral	16.4%	52
Favorable	24.8%	79
Very Favorable	25.2%	80
Don't Know	4.1%	13

Create 3.2: Identify suburban areas that have the existing infrastructure to support greater density and intensity of development.

	%	Count
Very Unfavorable	17.3%	55
Unfavorable	11.6%	37
Neutral	10.7%	34
Favorable	24.8%	79
Very Favorable	32.1%	102
Don't Know	2.5%	8

Create 3.3: During the update of the Flagstaff Regional Plan, revise the Community Character chapter for goals and policies to include cost saving methods that reduce the conflict between affordable housing, historic preservation and urban design.

	%	Count
Very Unfavorable	11.9%	38
Unfavorable	7.2%	23
Neutral	15.1%	48

	%	Count
Favorable	31.4%	100
Very Favorable	27.4%	87
Don't Know	5.0%	16

Create 4.1: Review and amend the Planned Residential Development (PRD) standards and process to address barriers for infill development and allow for more flexibility in development options, building types, and lot configurations.

	%	Count
Very Unfavorable	11.9%	38
Unfavorable	7.9%	25
Neutral	19.2%	61
Favorable	28.6%	91
Very Favorable	23.3%	74
Don't Know	6.6%	21

Create 4.2: Explore options with appropriate land use and economic studies as necessary that could integrate affordable housing units to be developed in commercial and industrial locations where suitable.

	%	Count
Very Unfavorable	9.7%	31
Unfavorable	6.6%	21
Neutral	16.0%	51
Favorable	30.8%	98
Very Favorable	28.9%	92
Don't Know	4.4%	14

Create 4.3: Explore adding affordable housing as an allowed use in the Public Facilities (PF) Zone.

	%	Count
Very Unfavorable	12.9%	41
Unfavorable	10.4%	33
Neutral	17.9%	57
Favorable	22.3%	71
Very Favorable	22.0%	70
Don't Know	11.0%	35

Create 4.4: Review parking standards for all residential development with the goal of reducing the cost of development and increasing the number of dwelling units that may be achieved.

	%	Count
Very Unfavorable	17.9%	57
Unfavorable	15.7%	50
Neutral	14.5%	46
Favorable	24.2%	77
Very Favorable	20.1%	64
Don't Know	4.4%	14

Create 4.5: Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial site.

	%	Count
Very Unfavorable	13.2%	42
Unfavorable	11.0%	35

	%	Count
Neutral	21.1%	67
Favorable	18.2%	58
Very Favorable	15.4%	49
Don't Know	17.6%	56

Create 4.6: Evaluate Resource Protection Overlay standards in terms of consistent application across each zone, and allow for greater maximum densities.

	%	Count
Very Unfavorable	19.2%	61
Unfavorable	12.6%	40
Neutral	17.0%	54
Favorable	18.6%	59
Very Favorable	17.0%	54
Don't Know	12.9%	41

Create 4.7: Continue to evaluate and amend the current Accessory Dwelling Unit (ADU) zoning code standards with the goal of increasing supply.

	%	Count
Very Unfavorable	9.7%	31
Unfavorable	7.2%	23
Neutral	20.1%	64
Favorable	22.6%	72
Very Favorable	27.7%	88

	%	Count
Don't Know	10.7%	34

Create 4.8: Explore allowing additional flexibility for homeowners and landlords to increase density.

	%	Count
Very Unfavorable	14.8%	47
Unfavorable	16.4%	52
Neutral	12.9%	41
Favorable	24.2%	77
Very Favorable	23.0%	73
Don't Know	5.7%	18

Create 5.1: Ensure that modifications to the zoning code improve and maintain the effectiveness of the density incentives for affordable housing.

	%	Count
Very Unfavorable	10.7%	34
Unfavorable	7.9%	25
Neutral	14.8%	47
Favorable	35.2%	112
Very Favorable	23.6%	75
Don't Know	5.7%	18

Create 5.2: Update the City's affordable housing incentive policy to implement the goals and policies of the 10 Year Housing Plan.

	%	Count
Very Unfavorable	10.1%	32
Unfavorable	5.0%	16
Neutral	14.8%	47
Favorable	28.3%	90
Very Favorable	33.6%	107
Don't Know	4.7%	15

Create 5.3: Amend the City Code to implement the revised affordable housing incentive policy.

	%	Count
Very Unfavorable	11.3%	36
Unfavorable	6.3%	20
Neutral	14.5%	46
Favorable	29.6%	94
Very Favorable	29.9%	95
Don't Know	5.3%	17

Create 5.4: Explore implementing reduced fees and waivers to incentivize the development of affordable housing.

	%	Count
Very Unfavorable	13.5%	43
Unfavorable	7.5%	24
Neutral	13.5%	43
Favorable	25.8%	82

	%	Count
Very Favorable	32.7%	104
Don't Know	4.7%	15

Create 5.5: Explore in-lieu alternatives to providing affordable housing units (e.g. down payment assistance program, donation of finished lots, in-lieu payment, etc.).

	%	Count
Very Unfavorable	10.7%	34
Unfavorable	9.7%	31
Neutral	11.3%	36
Favorable	27.4%	87
Very Favorable	34.9%	111
Don't Know	3.5%	11

Create 5.6: Explore expedited review as an incentive to developments that provide affordable housing units.

	%	Count
Very Unfavorable	12.9%	41
Unfavorable	8.8%	28
Neutral	15.7%	50
Favorable	27.0%	86
Very Favorable	28.3%	90
Don't Know	5.3%	17

Create 5.7: Explore ways to incentivize employers to offer Employer Assisted Housing (EAH) programs.

	%	Count
Very Unfavorable	10.1%	32
Unfavorable	7.5%	24
Neutral	13.8%	44
Favorable	28.0%	89
Very Favorable	34.0%	108
Don't Know	5.0%	16

Create 5.8: Explore the use of the community land trust model and public/private partnerships to incentivize the development of ownership units that are priced significantly below market rate.

	%	Count
Very Unfavorable	13.8%	44
Unfavorable	7.2%	23
Neutral	19.2%	61
Favorable	22.0%	70
Very Favorable	29.2%	93
Don't Know	6.0%	19

QUESTION 3

Do you have any solutions you would like to share about the "Create" category? Are any strategies missing or should any of the strategies above be changed?

Answered	131
Skipped	196

Draft 10-Year Housing Plan 30 Day Public Comment Period

We want to hear your policy and strategy priorities on Flagstaff's Draft 10-Year Housing Plan

- **affordable** all also **community** **cost** could **create** density **development** do flagstaff **from** **high** **home** homes **housing** how income **into** like live **market** money more nau **need** **out** **people** **rentals** **residents** **s** t than they **town** units up what **who**

QUESTION 4

How would you prioritize the policies initiatives in the "Connect" category of the 10-Year Housing Plan? Click each priority to add it to your priority list in order of importance.

1. Connect 2: Reduce homelessness in the community and seek creative solutions to foster housing permanency for all.
2. Connect 1: Implement a framework for centering equity in proposed and existing housing practices, policies and programs.
3. Connect 3: Integrate healthcare into housing programs and housing into healthcare programs as appropriate

---

QUESTION 5

There are 10 strategies in the Connect Policy Category. How favorable are you of the following strategies to implement the "Connect" policies?

Connect 1.1: Evaluate housing policies and strategies in City planning documents through an equity lens.

	%	Count
Very Unfavorable	14.7%	45
Unfavorable	4.2%	13
Neutral	15.6%	48
Favorable	34.5%	106
Very Favorable	26.7%	82
Don't Know	3.3%	10

Connect 1.2: Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.

	%	Count
Very Unfavorable	14.7%	45

	%	Count
Unfavorable	3.9%	12
Neutral	16.9%	52
Favorable	33.2%	102
Very Favorable	25.4%	78
Don't Know	4.6%	14

Connect 1.3: Review member composition of the Housing Commission and Housing Authority Board to ensure racial and economic diversity reflective of the Flagstaff community and present to Council for input.

	%	Count
Very Unfavorable	15.0%	46
Unfavorable	4.9%	15
Neutral	16.6%	51
Favorable	25.1%	77
Very Favorable	33.6%	103
Don't Know	3.3%	10

Connect 1.4: Utilize City resources to educate the community about financing and housing opportunity with an emphasis on assisting low to moderate income households to advance through the housing continuum and to address past racial disparities.

	%	Count
Very Unfavorable	14.7%	45
Unfavorable	5.9%	18
Neutral	15.3%	47
Favorable	31.3%	96

	%	Count
Very Favorable	29.0%	89
Don't Know	2.9%	9

Connect 2.1: Explore the feasibility of a one-stop shop for a 'pre-qualification' letter or document that avoids application fees for rentals.

	%	Count
Very Unfavorable	9.1%	28
Unfavorable	6.8%	21
Neutral	10.7%	33
Favorable	31.6%	97
Very Favorable	39.1%	120
Don't Know	2.0%	6

Connect 2.2: Create housing navigator or advocate positions to assist both landlords and housing challenge populations in securing and maintaining housing.

	%	Count
Very Unfavorable	13.0%	40
Unfavorable	6.8%	21
Neutral	14.7%	45
Favorable	30.6%	94
Very Favorable	30.9%	95
Don't Know	3.3%	10

Connect 2.3: Continue to support and develop Coordinated Entry in meaningful way in providing linkages to healthcare, behavioral health and housing.

	%	Count
Very Unfavorable	13.0%	40
Unfavorable	4.2%	13
Neutral	18.9%	58
Favorable	31.6%	97
Very Favorable	22.8%	70
Don't Know	8.8%	27

Connect 3.1: Raise awareness of housing security as a social determinate of health.

	%	Count
Very Unfavorable	11.7%	36
Unfavorable	7.2%	22
Neutral	20.5%	63
Favorable	30.0%	92
Very Favorable	28.3%	87
Don't Know	1.3%	4

Connect 3.2: Encourage neighborhoods, housing types and building practices that increase health.

	%	Count
Very Unfavorable	10.1%	31
Unfavorable	3.9%	12
Neutral	15.3%	47
Favorable	33.6%	103

	%	Count
Very Favorable	33.2%	102
Don't Know	3.3%	10

Connect 3.3: Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable.

	%	Count
Very Unfavorable	13.0%	40
Unfavorable	7.8%	24
Neutral	23.1%	71
Favorable	28.3%	87
Very Favorable	20.5%	63
Don't Know	5.9%	18

QUESTION 6

Do you have any solutions you would like to share about the "Connect" category? Are any strategies missing or should any of the strategies above be changed?

Answered	53
Skipped	274

1 2 3 all also **care** **community** **do** don equity **flagstaff** focus **from** **get** go health help homeless **housing** how **just** like **more** **need** needs **one** **out** **people** poor racial **s** so **t** **they** **up** **was** **way** what **which** your

QUESTION 7

How would you prioritize the policies initiatives in the "Preserve" category of the 10-Year Housing Plan? Click each priority to add it to your priority list in order of importance.

1. Preserve 2: Encourage the adaptive reuse of buildings.
2. Preserve 1: Expand efforts to preserve existing housing stock.

QUESTION 8

There are 5 strategies in the Preserve Policy Category. How favorable are you of the following strategies to implement the "Preserve" policies?

Preserve 1.1: Continue homeownership rehabilitation program and create an affordable rental rehabilitation program with a focus of establishing safe, decent and sustainable housing.

	%	Count
Very Unfavorable	6.5%	20
Unfavorable	2.3%	7
Neutral	11.9%	37
Favorable	43.5%	135
Very Favorable	33.5%	104
Don't Know	1.0%	3

Preserve 1.2: Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

	%	Count
Very Unfavorable	8.4%	26
Unfavorable	3.5%	11
Neutral	5.8%	18
Favorable	31.3%	97
Very Favorable	48.4%	150
Don't Know	1.6%	5

Preserve 2.1: Explore the use of Low income Historic Tax Credit in conjunction with Historic Preservation Tax Credit for acquisition and rehabilitation affordable housing where appropriate.

	%	Count
Very Unfavorable	10.3%	32
Unfavorable	5.5%	17
Neutral	13.9%	43
Favorable	32.3%	100
Very Favorable	33.2%	103
Don't Know	4.2%	13

Preserve 2.2: Review the Land Use Goals and Policies in the Regional Plan, Specific Plans, and City Code to remove barriers to adaptive reuse for the creation of affordable housing.

	%	Count
Very Unfavorable	9.7%	30
Unfavorable	5.5%	17
Neutral	14.5%	45
Favorable	31.0%	96
Very Favorable	35.8%	111
Don't Know	3.2%	10

Preserve 2.3: The City's Housing Section and the Sustainability Section will partner to seek and administer grants for housing programs and developments that invest in environmentally friendly, retrofits and upgrades.

	%	Count
Very Unfavorable	9.4%	29
Unfavorable	5.5%	17

		%	Count
Neutral		11.6%	36
Favorable		27.7%	86
Very Favorable		40.3%	125
Don't Know		3.5%	11

QUESTION 9

Do you have any solutions you would like to share about the "Preserve" category? Are any strategies missing or should any of the strategies above be changed?

Answered	41
Skipped	286

affordable all **any** building buildings **category** **character** **do** don environmentally **existing** flagstaff **friendly** **historic** homes **housing** into **like** **more** **most** **much** **new** old out over **people** **preservation** private **properties** s SO stock **stop** t them they **think** town **using** what

QUESTION 10

How would you prioritize the policies initiatives in the "Protect" category of the 10-Year Housing Plan?

1. Protect 3: Continue to lobby & support federal & state legislation to increase funding for affordable housing.
2. Protect 2: Ensure affordable housing is a part of every neighborhood & work to address disparate impact.
3. Protect 1: Continue commitments to further Federal & AZ Fair Housing laws. Provide Fair Housing education & resources.

QUESTION 11

There are 11 strategies in the Protect Policy Category. How favorable are you of the following strategies to implement the "Protect" policies?

Protect 1.2: Work with community partners to ease reentry and assess the need for alternative housing models and processes, and create necessary programs that address the systemic and structural barriers to justice

impacted citizens.

	%	Count
Very Unfavorable	12.0%	37
Unfavorable	7.4%	23
Neutral	19.7%	61
Favorable	32.7%	101
Very Favorable	22.3%	69
Don't Know	3.9%	12

Protect 1.3: Examine and update if needed the City of Flagstaff's Housing Limited English Proficiency (LEP) Plan.

	%	Count
Very Unfavorable	11.3%	35
Unfavorable	6.1%	19
Neutral	27.5%	85
Favorable	26.9%	83
Very Favorable	17.2%	53
Don't Know	9.4%	29

Protect 1.4: Research ways to provide incentives to landlords who rent to those with any housing voucher or housing barriers such as poor credit, criminal history etc.

	%	Count
Very Unfavorable	12.6%	39
Unfavorable	7.1%	22
Neutral	13.3%	41

	%	Count
Favorable	30.4%	94
Very Favorable	32.4%	100
Don't Know	2.9%	9

Protect 1.5: Support local social service network in establishing a home share program inclusive of features like peer support and conflict resolution.

	%	Count
Very Unfavorable	10.4%	32
Unfavorable	7.1%	22
Neutral	21.7%	67
Favorable	34.0%	105
Very Favorable	22.7%	70
Don't Know	2.6%	8

Protect 2.1: Create and maintain an Affordable Housing Impact Statement.

	%	Count
Very Unfavorable	11.0%	34
Unfavorable	4.5%	14
Neutral	27.8%	86
Favorable	28.5%	88
Very Favorable	20.1%	62
Don't Know	5.8%	18

Protect 2.2: Encourage diversity in housing options in all neighborhoods, understanding that exclusive

communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

	%	Count
Very Unfavorable	13.9%	43
Unfavorable	8.1%	25
Neutral	13.3%	41
Favorable	21.7%	67
Very Favorable	39.5%	122
Don't Know	2.3%	7

Protect 2.3: Evaluate, better understand, and if necessary, develop strategies to address the disparate impacts of programs like Crime Free Multi-Housing and other relevant programs and policies.

	%	Count
Very Unfavorable	11.3%	35
Unfavorable	4.5%	14
Neutral	20.4%	63
Favorable	30.7%	95
Very Favorable	22.3%	69
Don't Know	9.4%	29

Protect 2.4: Implement a public outreach campaign to educate the community about the critical role affordable housing plays in a thriving community, creating a groundswell of support for affordable housing and combat Not in My Backyard (NIMBY) opposition to housing and affordable housing.

	%	Count
Very Unfavorable	16.8%	52
Unfavorable	8.1%	25

	%	Count
Neutral	13.3%	41
Favorable	26.9%	83
Very Favorable	32.4%	100
Don't Know	1.3%	4

Protect 3.1: Advocate to the State of Arizona to allow greater local control of vacation rentals and second homes.

	%	Count
Very Unfavorable	12.9%	40
Unfavorable	3.2%	10
Neutral	9.7%	30
Favorable	13.6%	42
Very Favorable	54.7%	169
Don't Know	5.2%	16

Protect 3.2: Pursue local and legislative changes that increase the preservation, creation and protection of affordable housing as necessary.

	%	Count
Very Unfavorable	12.6%	39
Unfavorable	3.6%	11
Neutral	13.3%	41
Favorable	28.5%	88
Very Favorable	38.8%	120

	%	Count
Don't Know	1.3%	4

Protect 3.3: Explore expanding State and local fair housing protected classes to include items such as age, source of income, sexual orientation and gender identity.

	%	Count
Very Unfavorable	17.2%	53
Unfavorable	7.1%	22
Neutral	15.9%	49
Favorable	21.4%	66
Very Favorable	33.7%	104
Don't Know	2.9%	9

QUESTION 12

Do you have any solutions you would like to share about the "Protect" category? Are any strategies missing or should any of the strategies above be changed?

Answered	48
Skipped	279

3 affordable **better** building criminal **existing** **flagstaff** from get homes **housing** **income** **into like look low** more most much **neighborhood** **new** nimby **people** **protect public** renters residents s second so **stop** **strategies** **support** t than they vacation **what who** your

QUESTION 13

Is there anything else you would like to share with the project team and the Housing Commission?

Answered	104

Draft 10-Year Housing Plan 30 Day Public Comment Period

We want to hear your policy and strategy priorities on Flagstaff's Draft 10-Year Housing Plan

Skipped	223

- **affordable** all **any** **building** community could **do** don flagstaff from **high** **homes** **housing** income **like** live **make** **more** need **needs** other out people **plan** residents s **so** **student** **t** they **think** **those** town **units** **up** very what who work

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
26	Development and Growth	Adaptive reuse			Actionable	add conversation of repurposing existing student housing and transform them into workforce housing
216	Development and Growth	Adaptive reuse			Actionable	Allow for adaptive-reuse of existing buildings for affordable housing, including permanent housing options in commercial zoning.
284	Development and Growth	Adaptive reuse			Actionable	Turn empty hotels into homeless shelters. SIMPLE solution. 1 has already started but I don't know if its the city that did that change or if it was a private person/company. Whoever did that is a genius. Its time to be human
292	Development and Growth	Adaptive reuse			Actionable	Why can't the city utilize any number of the empty buildings to create places for homeless people to at least
318	Development and Growth	Adaptive reuse			Actionable	Purchase old hotels and update them for long-term use. Utilize them for housing unhomed or housing-insecure people in the city.
324	Development and Growth	Adaptive reuse			Actionable	Many empty building in city that can be rehab for various usage. Distasteful to see new super high risers and empty buildings in surroundings. Why build more when you can rehab buildings?
325	Development and Growth	Adaptive reuse			Actionable	With so much unused retail space, especially along 4th st corridor, evaluate possibility to convert dormant retail into affordable housing
335	Development and Growth	Adaptive reuse			Actionable	We should be using existing infastracture to provide affordable housing.
338	Development and Growth	Adaptive reuse			Actionable	There are many unoccupied buildings that could be converted to apartments and condos in these areas.
375	Development and Growth	Adaptive reuse			Actionable	Additionally, the City buying and updating existing property rather than building something entirely new would go a long way.
393	Development and Growth	Adaptive reuse			Actionable	The answer is not to increase this living situation. Existing infastructure that can be re-allocated for low income housing should be explored.
422	Development and Growth	Adaptive reuse			Non-Actionable	There is a lot of NIMBY that comes with some of the proposals for both student and affordable housing and I believe a lot of it comes from the fact that it is always taking open space (big reason people live here) and putting in a development. We already have serious traffic issues and in my area of town; multiple student housing and apartment complexes have been put in within the last few years, with more on the docket, plus the hospital but no infrastructure changes to support the added traffic. It is better to utilize existing vacant areas that are close to town, where people work and where reliable public transportation already exists. We shouldn't be building on every piece of land that is available, as eventually, there will be none left and the reason many people came to Flagstaff will no longer exist. There has to be a balance of housing, greenspace and alternative transportation that connects it all.
501	Development and Growth	Adaptive reuse			Actionable	(1) Again ... I am concerned with the trend in Flagstaff to build, build, build as an answer to the housing shortage. The starting price of "affordable" housing tracts in Flagstaff is somewhere around $300,000 ..... since when is that "affordable" to the average minimum wage earner? Some of the strategies mentioned to revitalize old neighborhoods and old buildings sounds like a good direction to move.
543	Development and Growth	Adaptive reuse			Actionable	Use the older hotels/motels along Route 66 etc as housing units - be innovative and look closely at successful "far out" housing ideas that are in other cities.
336	Development and Growth	Adaptive reuse			Actionable	Vast sections of our town are genuinely crappy old buildings. It costs a fortune to retrofit them (I am a remodeler by trade). While the historic character of many of the downtown buildings is key to the vibe of the town, aggressively replacing much of our dilapidated housing stock with higher occupancy and higher efficiency structures could be a game changer.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
535	Development and Growth	Adaptive reuse			Non-Actionable	Also Flagstaff should implement a program that allows month to month rent free retail space to any space that is empty. Empty space creates a blight...developers drive by and have no incentive to create something new if all they see is empty spaces. Also, it will allow someone with an idea to move in at a low cost and try a new business...that may take off and then give them the springboard they need to start paying rent and have a thriving business. Portland did/does this and it works wonders.
138	Development and Growth	Affordable housing incentives			Non-Actionable	Yes, try to incentivize the market to provide AH without any government subsidies at all. Afterall if the demand is there which we truly believe it is, then technology and non-profit organizations may be able to provide AH on a more efficient basis than having the government be involved. Also, what about co-ops to provide AH? Perhaps that is what you mean by Create 5.8 but not sure.
152	Development and Growth	Affordable housing incentives			Actionable	The idea of incentivizing private development without the need for a bond or tax is appealing.
162	Development and Growth	Affordable housing incentives			Actionable	Enact policies that guarantee that housing that is constructed as "affordable housing" cannot later be purchased and then resold at non-affordable housing prices. Someone who builds/purchases "affordable housing" must be required to keep it "affordable" in perpetuity, even if the property later changes hands.
489	Development and Growth	Affordable housing incentives			Actionable	Encouragement is nice to have, but the city needs to establish systems to benefit the creation of affordable housing, define restrictions for who falls within certain categories such as "Justice Impacted" and then provide financial benefit for developers or property managers who support housing for those groups. The city "encouraging" changes will be one of the least effective methods of change in this document.
49	Development and Growth	Affordable housing incentives			Non-Actionable	100% in support of incentives
622	Development and Growth	Density			Actionable	We do have a few specific recommendations that we would like to make: Increased housing density will be necessary not just for affordable housing, but also to meet Flagstaff's carbon neutrality goals. We would like the housing plan to discuss the advantages of higher density explicitly and to recommend it. We would like the housing plan to include an analysis of the most resource effective means of reducing the carbon impact of housing.
70	Development and Growth	Density	Housing types		Actionable	I think there is too much focus on creating more dense "affordable" units. If there was more housing available to middle-income or middle-to-lower income residents -- a way for people and especially families to move "up" into better housing -- then there would be plenty of the more dense "affordable" housing available.
108	Development and Growth	Density	Housing types		Non-Actionable	Flagstaff does not need more 5 over 1 residential complexes. The best solution is to treat the cause of the problem, and not build more "cheap" housing.
169	Development and Growth	Density	Housing types		Actionable	Supply of quality single family homes needs to be of focus. I am concerned with the focus on increasing density of housing units as a top priority - this to me seems Flagstaff will encourage building of more apartments and condos, not single family homes.
120	Development and Growth	Density	New development location		Actionable	Explore commercial and industrial redevelopment in the urban core. Rt 66 and Fourth Street have lots of seemingly vacant or underutilized properties that might make great high density housing developments.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
130	Development and Growth	Density	New development location		Actionable	I want to see greater residential density inside city limits. The lack of housing is awful and driving up prices, but the housing plan will align better with the carbon neutrality plan if new residential construction is concentrated around jobs and stores. That probably means going up to (or over) 5 stories in town, and people will definitely complain about the view being cut off in some places, but it's the smart thing to do.
466	Development and Growth	Density	New development location		Actionable	As a common citizen, I don't know all of the current zoning rules and restrictions in each Flagstaff neighborhood. I would like to see less development of high-density housing in our congested areas (ie: on Milton Rd, W. Rt 66 & Ft Valley Rd). Therefore, I support changing zoning laws that would allow these high-density housing developments to be spread out in the community. We could have more of those kinds of buildings on the East side of Flagstaff, (ie: near bus routes, the mall area, Butler/Continental). This could also help boost business on the East side of town. My opinion is the West side is getting congested and crowded, and we have ample space & opportunity for growth on the East side.
84	Development and Growth	Density	Zoning/Permitting and review process		Actionable	I disagree with the push in the "create" category to increase density. Most of the impacted areas mentioned in the plan are already the highest density in the area. Modifying codes to allow for higher densities will not fix the problem.
87	Development and Growth	Density	Zoning/Permitting and review process		Actionable	It's obvious that changing the zoning conditions is necessary to move forward with the proposed plan, but at what expense. Who wants to live near a high density area, where historically "housing projects" have failed to improve the community, but instead result in increase costs for civic services and blighted communities.
83	Development and Growth	Density	Zoning/Permitting and review process	Neighborhood/Community Character	Actionable	Please stop destroying existing neighborhoods by changing zoning from lower to higher density. This practice is unfair to people who have worked hard to purchase a home. Look at areas that are not yet occupied by homes. Thank you!
114	Development and Growth	Density			Non-Actionable	Here are some of my thoughts: We already have "high-density" projects that have been built and to my knowledge are not at capacity!
136	Development and Growth	Density			Non-Actionable	Although I accept that some increase in density is desirable, I also think density goals as discussed are currently too high. We have to accept that not everyone is going to be able to live in Flagstaff. It seems to me that city leadership is operating under the fallacy that we can accommodate everyone who wants to live here. We can't. It's just that simple. The county should support development efforts in desert areas instead.
192	Development and Growth	Density			Non-Actionable	I'm wary of the "increased density" strategy, but perhaps I'm not understanding what it would look like/what it means. Most of the recent housing developments have barely any yard around the homes (e.g., Presidio in the Pines). Density greater than that sounds terrible.
264	Development and Growth	Density			Non-Actionable	You all do not care about health. Density brings poor health
266	Development and Growth	Density			Non-Actionable	increasing density does nothing to preserve health in fact lessons learned from most cities is high density leads to poor health outcomes
546	Development and Growth	Density			Non-Actionable	Don't amend the Flagstaff zoning code to facilitate density in areas that were designed for low density. You will be creating a nightmare. Flagstaff is special it is a gem. Don't ruin it.
611	Development and Growth	Density			Non-Actionable	Sustainabily - build higher density

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
435	Development and Growth	Density	General development/growth concerns		Non-Actionable	More slap dash high density housing in an attempt to make up the lack of housing not a solution. We were a fine community in 2000 before the population doubled. I do not see how working to double the population again in the future will lead us to a better community.
168	Development and Growth	Density	Housing types		Actionable	I understand increasing supply of other housing units (i.e. condos, apartments) may open up additional houses that would otherwise be rented out. The city should consider evaluating the demand/supply of different types of housing to better understand the factors driving the demand/supply issues. I am not confident the creations proposed will be effective unless thorough research is performed.
587	Development and Growth	Density	Housing types		Non-Actionable	1. ARE YOU KIDDING? What in the world is Flagstaff thinking by allowing the humongous monstrocities (apartment complexes) all over town? I am embarrassed and ashamed that our planners have allowed those to be built. And there are even MORE being built! Do they know that there will soon be a saturation point, and many of these monsters will sit empty? And to make it worse, some of our planners will not sign off on long-standing alternative road projects to more efficiently move traffic. Why? Because they say those road projects will “focus too much on cars!” With those apartment monsters, what else would you expect?
132	Development and Growth	Density	NAU/Student growth/housing/development		Non-Actionable	the city ordinance specifically defining any housing unit with over 10 bedrooms as "student housing" serves just to stigmatize any development of high-density housing by making everyone treat it as just for students and giving it unneeded hostility.
78	Development and Growth	Density	Neighborhood/Community Character		Non-Actionable	Greater density is eroding my quality of life in Flagstaff. I'm no longer willing to pay a premium price to live in Flagstaff.
185	Development and Growth	Density	Neighborhood/Community Character		Non-Actionable	As a home owner on the southside, I am opposed to any redistricting of residential areas to high density in my neighborhood. We should be better at preserving our downtown area's with overlays that restrict High Density housing.
447	Development and Growth	Density	Neighborhood/Community Character	New development location	Non-Actionable	2nd Comment (Didn't Put All Of My Comments in the first survey) I wanted to address an important issue to many "established" Flagstaff residents, and that is of the burden many home owners take on by allowing continued high density rental housing to be developed outside of the Milton/Downtown Corridor. Milton is, quite frankly, a lost cause for single family housing. I think many Flagstaff residents are comfortable with this fact. However, when apartment complexes start appearing on Lake Mary, on Beulah, on 180, in Fox Glen, etc, it as though NAU's and Milton's development style is "bleeding over" into our more established communities. Residents of high-priced gated communities in and around Flagstaff avoid this by buying up huge parcels and merely isolating themselves with huge expensive properties.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
241	Development and Growth	Density	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Non-Actionable	I still think my biggest concerns are high density with poor infrastructure. Public transportation is not adequate and not everyone can ride a bike - especially in winter.
389	Development and Growth	Density	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Non-Actionable	In addition to the strategies listed here should be no more high-density housing on already clogged roadways. The projects on Milton and west Rt. 66 have been devastating to these already busy avenues of travel. Due to the city's layout, there are often few routes to specific destinations. The traffic and parking impacts of placing high density housing creates frustration, consumes additional transit time, and further alienates residents.
72	Development and Growth	Deregulation			Actionable	Just allow more building with less restrictions.
327	Development and Growth	Deregulation	Affordable housing incentives		Actionable	I have concerns about the City taking on the role as a developer on projects. I think the City's role is to remove obstacles during the entitlement process and incentivize these developments. Questions 1.2 and 2.1 imply the City is acting as developer, hence my comment. If the intent is for others to develop with the City's administrative support, or even as a public private partnership then I'm very favorable to these strategies..
100	Development and Growth	Deregulation			Non-Actionable	If ski company can clear forest expand its resort, then I'm sure land be cleared for affordable housing
413	Development and Growth	Deregulation			Non-Actionable	Stop with the diversity push and just allow an increase in housing production
55	Development and Growth	General development/growth concerns			Actionable	how committed is the city to help developers?
9	Development and Growth	General development/growth concerns			Actionable	Aslan- toubleshoot - we will never build our way to affordability.
65	Development and Growth	General development/growth concerns			Non-Actionable	Yes. Development should not diminish the quality of life for current residents and homeowners, nor should we be forced to suffer the direct (e.g., city staff support to developers as they seek zoning waivers to increase densities) and indirect (streets closed for developersâ€™ convenience - e.g. Butler by new monster development next to jail, etc.). Butler Avenue west of Fourth Street is a nightmare of growing proportions.
179	Development and Growth	General development/growth concerns			Non-Actionable	I for one think that the affordable housing initiatives are running down Flagstaff. They are unsightly and poorly developed. Every where you turn there is a new housing development going up. Have you driven down Milton at 4pm on a weekday?! The town isn't built to manage a high population. If you can't afford to live here, then so be it.
182	Development and Growth	General development/growth concerns			Non-Actionable	Flagstaff is already overpopulated. The city is overcrowded. Parking is often scarce. Adding MORE housing is not the solution.
218	Development and Growth	General development/growth concerns			Non-Actionable	YES-- STOP DEVELOPMENT! WE ARE OVERCROWED NOW!!

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
238	Development and Growth	General development/growth concerns			Non-Actionable	STOP BUILDING Altogether , there is NOT enough water or resources or SPACE to EXPAND into your insanity $$$$ making ideas ! Satan/rules here now huh ? Freeze population # into this little place . traffic is already horrible now, drivers are nuts, insurance rates go sky high . Please stop being demonic CYBORGS .
255	Development and Growth	General development/growth concerns			Non-Actionable	No more housing
334	Development and Growth	General development/growth concerns			Non-Actionable	New developments only adds to the overpopulation of the city.
392	Development and Growth	General development/growth concerns			Non-Actionable	Flagstaff is the most unique town I've been to in regards to simgle-family homes located on the same street as low income housing. The answer is not to increase this living situation.
434	Development and Growth	General development/growth concerns			Non-Actionable	Flagstaff is an island in a federal forest and is limited in how it can develop. Our roads, water system and other infrastructure are insufficient for ongoing population growth. The focus of the city should be the quality of life for its citizens. Looking to build a few houses, less than 300 to address a need of more than 8000 at the expense of open space and increased burden on limited resources is not a remedy.
476	Development and Growth	General development/growth concerns			Non-Actionable	Too many people in Flagstaff already. This town I grew up in has changed. Stop adding student housing and stop building. Our water, roads and locals can not handle any more people.
499	Development and Growth	General development/growth concerns			Non-Actionable	(4) Perhaps the lack of affordable housing is a way to limit growth.
500	Development and Growth	General development/growth concerns			Non-Actionable	(3) Essentially inviting people to move to Flagstaff for its beauty, access to outside recreation and "small town feel" is counter productive. Increasing the number of people ruins this for all who currently live here and causes the shortage of housing, which in turn increases the price of existing homes.
504	Development and Growth	General development/growth concerns			Non-Actionable	The city is already overpopulated and can't support growth in a reasonable way.
144	Development and Growth	General development/growth concerns	Neighborhood/Community Character		Non-Actionable	Stop changing the zoning to allow building that are too high in neighborhoods that historically did not have tall buildings.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
424	Development and Growth	General development/growth concerns	Neighborhood/Community Character		Non-Actionable	Any survey you ask people to respond to needs to be written in standard English without jargon and be clear about the assumptions behind everything. For example, people approved the Lone Tree Overpass funding but did they have any idea what would result? If they saw what I saw in the public presentation they would be appalled. What was presented belongs in Phoenix or Los Angeles, not Flagstaff. Is Flagstaff changing at warp speed into a big city? There are too many elephants in the room underlying this plan, the Lone Tree extension, etc. This housing plan is well researched and written but it is left up to the reader to figure out the underlying assumptions. Is anyone asking if Flagstaff can accommodate everyone who wants to be here, do that within a short time frame, while not without losing our organically grown community character? We are fast becoming an anonymous place where people don't give a hoot about anyone else's quality of life (no matter what rhetoric is in the City's motto).
37	Development and Growth	General development/growth concerns	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Non-Actionable	Flagstaff admits to having limited space to grow. Flagstaff only sometimes admits to limited water. Flagstaff's streets are already overburdened and new ones are huge and make room for more traffic. The underlying assumption I'm pointing to is that Flagstaff cannot provide for every person who wants to live here, and especially when they can't afford our cost of living (it was already high when I came 40 years ago). I am talking numbers--only numbers, not about individuals. We have to be realistic about what we can do in terms of land and water, what we can afford to do, and then do a really good job for everyone to have a good quality of life (noting the question about making affordable units of a lower quality--no: a bad investment).
317	Development and Growth	Heritage/Historic Preservation			Actionable	While I don't object to rehabilitation or adaptive reuse of older buildings for these purposes if it offers a cheaper housing alternative that expands the housing supply in Flagstaff, historic perservation should not be priortized over new construction if new construction can be build to be more energy efficient, denser, and affordable.
320	Development and Growth	Heritage/Historic Preservation			Actionable	Preservation as a goal seems to conflict with more just housing. Preservation policies seem mostly to be gatekeeping and I believe that if a particular building is desirable for its historic character the burden of doing so should fall on those who actively choose to put their time and money into it, so long as doing so does not adversely impact any vulnerable populations
322	Development and Growth	Heritage/Historic Preservation			Actionable	I voted that I was opposed to preservation because if a single family home is not particularly notable it should be scraped and replaced by a larger structure that can provide housing for more families.
348	Development and Growth	Heritage/Historic Preservation			Actionable	STOP, don't take historic properties and destroy them with your greed.
315	Development and Growth	Heritage/Historic Preservation			Non-Actionable	Balance the priorities of historic preservation against community benefit. A property built in the 60's or 70's isn't historic. There are plenty of ways to redevelop a historic property to maintain community character without preserving the entire structure (Architectural faÃ§adism.)
51	Development and Growth	Housing types			Actionable	We need homes built at lower prices
73	Development and Growth	Housing types			Actionable	Modular home or welled eloped mobile home parks for Seniors
77	Development and Growth	Housing types			Actionable	Encourage sale of affordable /starter homes to members of the community who work and live in flagstaff.
298	Development and Growth	Housing types			Actionable	Transitional housing for families is needed, especially in the winter months.
518	Development and Growth	Housing types			Actionable	Flagstaff needs affordable Housing. The private sector, developers and builders should work with city planners and council to come up with an affordable product. The city should focus on a municipal infrastructure and not on reviewing federal and state housing laws. Manufactured housing and condos should be a major part of any future land development.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
531	Development and Growth	Housing types			Actionable	More family shelters are also needed and beneficial to the growth of any community as keeping a family together instills values as well as a viable work force.
593	Development and Growth	Housing types			Actionable	1.c. The public also needs to understand that some development will not meet the city's affordable and attainable housing goals. For instance, the building of new large, single family homes that are not affordable for those making 80% or less AMI should not be included in the calculation of the goal to meet the needs of those 12,072 households with an affordable housing need. These larger homes are also likely not affordable for most of our workforce earning between 80%-120% AMI. New luxury condominium units are likely only attainable to a very small portion of our population, while being very attractive to outside investors or those purchasing second homes. The final plan should make it clear that this kind of development does not contribute to the City's ability to address affordability and workforce housing goals and is not included in the City's calculations.
603	Development and Growth	Housing types			Actionable	Additional Strategies to be Considered: - - Strategy 3.2 should also include the need to pursue Federal changes that increase the preservation, creation, and protection of affordable housing. Add an additional "Create" initiative encouraging the development of a variety of alternative housing plans. The inclusion of a discussion of the advantages and types of alternative housing plans in the main section of the housing plan will make it visible to potential developers and private landowners and highlight that the city is looking at all options to address the housing needs of our community. Strategies will then need to be included to encourage development of non-traditional housing such as: 1. Accessory Dwelling Units: ADUs allow seniors to age in place while remaining near family or caretakers for support. They can work well for the smaller household sizes that Flagstaff needs. ADUs can be used as infill and can help limit sprawl. These units provide housing that is affordable for a wider range of households than larger homes, and they can fit well with Flagstaff's goal of reducing carbon emissions. 2. Tiny Houses: These single-family homes (often stand-alone) can vary in size but are usually 500 square feet or less. Tiny houses can be used as "starter homes" or by the elderly who are downsizing. Tiny houses can often be built together and create "pocket neighborhoods" which have the added benefit of creating community and increasing resiliency. Zoning guidelines should enable these smaller homes and encourage the building of these units. 3. What is often termed "Missing Middle housing:" Smaller attached units such as duplex and fourplex designs, as well as detached bungalows often grouped together around a shared green space. Often this type of housing may be considered too high density for single-family residential zoning, and they may not meet the requirements of multifamily residential zoning. Parking and open space zoning requirements may need to be modified to allow these smaller units. Interestingly, cities in California and Texas are addressing their housing crisis by starting to build 3D-printed, smaller, eco-friendly homes that are built using 95% fewer labor hours, producing 10 times less waste than conventional construction and thus drastically reducing housing costs. 4. Co-housing: Co-housing intentionally clusters private homes around a shared space and can take many forms including clustered small single-family homes (such as Townsite Community Land Trust's "Foursquare" or a condominium building. Usually, co-housing includes extensive shared spaces, and many are intentionally intergenerational.
562	Development and Growth	Housing types	Density		Actionable	the plan relies a lot on priviate builders and private builders do not want to build affordable housing. It is a possiblity for the City to build. The report seems to focus on single family housing - uses a lot of land. one way to get to affordable housing is for the city to develop co-housing opportunities with a great deal of density. Take it away from private developers from building fansy homes.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
357	Development and Growth	Housing types	Mixed-income		Actionable	Seemless integration of all types of housing into existing neighborhoods needs to be the goal. Subsidized housing should not be distinguishable from what surrounds. If a house in Continental can serve someone who otherwise could not afford it because the cost is 25% more than what they can afford integrating the lower income household into that neighborhood makes a difference for them (maybe the schools are better or these are people that would otherwise never meet) and everyone else who lives there. That is equity. Building incompatible housing for people who will be treated as different is not equitable.
316	Development and Growth	Housing types			Non-Actionable	Stop trying to make everything into a rental unit. Citizens do not like living next to loud, over lite, all night party with a camp fire. This is not camp Flagstaff, some people actually have to sleep so they can get up in the morning and work.
370	Development and Growth	Housing types			Actionable	The city allowing large lots and enormous houses (Pine Canyon, Equestrian Estates, etc) is making housing more inequitable.
146	Development and Growth	Housing types	NAU/Student growth/housing/development		Non-Actionable	You met student housing, but family housing is not existing. High rise units will hinder retired resident's reason for residing in Flagstaff. Students come and go, they do not have investment in our community. High rise will hinder tourism as the mountain town views are why they come, if tourism slows down, so do the jobs for family residents. Water, fire safety, school, traffic, floods are just some critical factors that need to be married to housing. If you have more units, you need more water, school, fire safety needs etc. If these needs become more scarce the families have to pay higher fees for them. Super tall units are so destructive to the view of our tourist town, slow down the tourism and business owners hurt and employees hurt too. Surveys include temporary residents who will move out in a few years and their votes for high risers forever impacts the permanent residents of this city after they leave. You can add housing without doing it like a California Gold Rush, you are not seeing beyond the 10 years. You have to know the outcomes when you have permanent residents and temporary residents. You have to see the future fee increases when you increase populations and the main source of income for city being a view of ponderosa pines and peaks. We already see the bad planning of a high rise in the middle of town covering all views for residents in west and south. Do not destroy the reason this city flourishes, the Grand Canyon and views of Peaks.
145	Development and Growth	Housing types	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Non-Actionable	Stop allowing developers to build rent-by-the-room apartments, and force them to have adequate parking.
3	Development and Growth	Incusionary Zoning			Actionable	What other states do not allow for inclusionary zoning. - What are those states doing. Look into other Arizona Communities in there practices. Not just for IPAH but for
207	Development and Growth	Incusionary Zoning			Non-Actionable	(1) Instead of incentives for developers to have affordable housing units in their developments, can it be a requirement that all multi family (or multi unit over a certain number) developments have affordable housing units incorporated?
150	Development and Growth	Mixed-income			Actionable	Look into creating mixed income rental units that produce profits on the market rate units. Use that income to continue to purchase more affordable housing.
354	Development and Growth	Mixed-income			Actionable	There must be a strong effort to incorporate affordable homes in existing neighborhoods. A diverse neighborhood is a happy neighborhood.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
374	Development and Growth	Mixed-income			Actionable	It's very hard to get a groundswell of support for affordable housing when courting people who have invested their life savings into affording a home in an unaffordable market. It makes sense they'd be scared about the price of housing going down. They might be much more easily convinced by truly mixed-income housing (something like >33% below 80% AMI, 33% between 80 and 120% AMI, and no more than 33% above 120% AMI).
202	Development and Growth	Mixed-income			Non-Actionable	Is there a way to randomly select the 'affordable units' from a block of new buildings/units? Something similar to what the city of Boulder does?
56	Development and Growth	NAU/Student growth/housing/ development			Actionable	off campus student housing development need to be reflected better in off campus student housing beds. Community concern - disproposately affecting the affordable housing supply. Broader supply - off campus student housing developments need to be accounted for.
60	Development and Growth	NAU/Student growth/housing/ development			Actionable	students look different today. They are not just 18 year old. Some are older adults with full time jobs of first generation college students.
420	Development and Growth	NAU/Student growth/housing/ development			Actionable	We need more transparency from the student rentals as well. The large apartment complexes that have sprung up need to provide their occupancy rates. This information would help in understanding student housing needs and might help reduce overall rents if the students are not filling the apartment complexes built especially for them. We need to put a stop to student housing. Overall demographics of NAU and other universities across the U.S. will be dropping and enrollment will decrease. Therefore, we do not need more student housing. Please do a study to see how much of the student housing is actually being utilized. This will shed light on the future of specific student housing. I am sure there are ways to find out the occupancy of all of the student apartment complexes.
103	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Stop building student housing or better yet, convert all the student housing to affordable housing.
118	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	2. Restrict NAU's ability to grow without providing student housing. Flagstaff was a better place when 75% of students lived on campus, opposed to maybe 25% now. Too many opportunities arose for slum lords to take advantage of a young, inexperienced captive audience.
164	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Put a Cap on NAU's ability to grow. More students=less housing. More college students are paying their housing by means of wealthy families or expensive loans. Reducing NAU's ability to grow will have a positive effect on the communities housing issues.
175	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Instead of supplying housing, try limiting the number of people renting. Instead, work with NAU to become a real university and not a place that allows anyone in just to increase enrollment. By increasing the cost of NAU and along with then paying the faculty better, NAU could reduce the number of students along with increasing the rigor of the program. We do not have a need for a university in this small town with limited space and water resources to simply have a large enrollment with small costs. By reversing the approach and having less students and a school with greater academic prowess, there could be a reduction in demand for housing which in turn would reduce costs. By also paying the staff of NAU better, that would also help people out in terms of finding affordable housing. This school is simply becoming a "cheap" school for California kids and this is the very opposite of what should be desired.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
178	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	stop with the huge ugly student projects.Put them where I cant see them.
181	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	The univerisity is part of the problem. We need to limit the growth of the NAU population and drive the price of rentals back down.
189	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	How about addressing NAU and it's growth off campus? Why are we building these off campus student housing that only a student would live in? How about you eliminate that practice (e.g. make a minimum percentage standard apartments) and make them more appealing to all citizens. How about making NAU stay within NAU's footprint?
198	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Quit letting NAU buy all of Flagstaff and make it more affordable for the disabled
206	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Stop making NAU the only thing that matters in Flagstaff. Flagstaff is not a good place for family's anymore.
222	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Anything we could possibly do to limit student housing and add affordable housing units to our community. It is a scarcity issue
226	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	The cancer that causes unaffordable housing in Flagstaff is NAU. Cap enrollment at 10,000 student, use the developed student housing off campus for affordable housing.
244	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	NAU is providing housing for less than 50% of its students. That is outrageous. With almost 30% of Flagstaff population being students Flagstaff needs to get a commitment from NAU to house more of their students. Why is NAU putting the burden on Flagstaff to house their students? This plan is setting itself up for litigation.
250	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Another is that NAU has outgrown Flagstaff. When I came here in 1974 their were approx 8-9,000 students. There is not enough housing for 25K students and they take up the cheap housing that could go to lower income familes.
339	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	We wouldn't be in the situation if NAU hadn't been the main focus for so many years. Focus on the Flagstaff residents, not NAU.
343	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Stop any more student housing project, use what we have to solve the homeless and affordable housing crisis.
402	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Controlling the unlimited amount of student housing projects only protects one entity being that of NAU, which has caused the cost of housing and rates to go up. Hopefully, oversight into NAUâ€™s practices and building aspirations is needed and enforced as they are not the only aspect of Flagstaffâ€™s economy or future growth.
465	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Limit vacation homes! Local priority! Stop building student housing monstrosities! Stop AirBnB!

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
478	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Stop allowing the development of student housing. Make NAU know the community has a strong stance on them creating a student cap. Prioritize affordable housing that has practices that do not allow NAU students strictly coming to flagstaff for school. It might be that you have to have proof of employment in flagstaff to have access to this housing.
480	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Homes filled with college kids is disruptive To much student house
481	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	A large contributor to the housing crisis is the unabashed pressure the increased population of NAU created. How can the city promote a responsible approach to the university's enrollment? With 30,000 current students and an average yearly increase of just under 750 students, and no additional dorms being constructed, the university is forcing this additional population to consume an incredible amount of housing. This in turn allows landlords to drive up prices that only allow multiple students living together to be able to afford, and eliminates opportunities for the permanent residents.
483	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	This may be an overall perception more than fact: that the city was engaged in granting and encourage building high density building zones for the intended purpose of and for NAU housing. Some of these buildings were never advertised fairly(perception?) was this or is it still is a perceived intent. My Belief that this policy or even perception needs to be looked at and reversed to regain trust within this community.
497	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Second - stop "catering" to NAU. The multi level "dorms" are an eyesore and an embarrassment to such a beautiful mountain town.
511	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Develop control of vacation rentals and properties and stop developing student housing with business space that sits empty.
512	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	STOP building student housing and focus on affordable housing for Flagstaff residents.
533	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Get a back bone, NAU caused this crisis and NAU needs to fix it.
575	Development and Growth	NAU/Student growth/housing/ development			Non-Actionable	Want to see student directed housing.
326	Development and Growth	Neighborhood/Community Character			Actionable	I think one thing most people like about Flagstaff is the character of each neighborhood, so I would hope that if there are any zoning changes made, it would not allow for major changes to the "vibe" of a specific neighborhood in order to preserve its character.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
432	Development and Growth	Neighborhood/Community Character			Actionable	LIFESTYLE - you never mention any thought of neighborhoods having a lifestyle priority. I choose to not live in a area of student housing for many reasons. I would prefer to not have a high percentage of homes in the area in which I bought/live to be allowed to become short term rentals for many reasons ... I am in favor of increasing density where possible and logical and in finding creative lifestyle opportunities in new building. PARKING - a lot of mention about public transportation in this plan - (but no bus service out Old Rt. 66 to I-40?) Where density is increased, there will be parking needs that MUST be included. The Hub is an example of very bad planning in this respect. Increased density by multi units on a property (owner renting out a unit/room, short term rentals ...) need to consider parking impacts. A VRBO in my neighborhood hosted eleven - 11 - cars on a week this summer and only 4 fit into the driveway. That's not fair to the neighborhood. Please dream big but plan for the reality and respect Lifetstyle choices - or you will drive out folks like me from Flagstaff who worked hard for 50 years to be able to afford to live in a quiet, calm, convenient, safe neighborhood.
573	Development and Growth	Neighborhood/Community Character			Actionable	neighborhoods are supported by f3 and you want to preserve the qualities of nieghborhoods and people taking care of the niehgborhoods.
409	Development and Growth	Neighborhood/Community Character	General development/growth concerns		Non-Actionable	I cannot name a SINGLE case where the City sided with homeowners to block zoning changes that will ultimately devastate neighborhoods to the benefit of outside developers and second home owners. My gut reaction is that somebod(ies) getting paid off. Ugh.
88	Development and Growth	Neighborhood/Community Character			Non-Actionable	The categories are not well founded within the character of Flagstaff as a community. Choices presented are those pre-selected to favor only the desired outcome - more housing options for outside investors at the expense of long term residents. This is not how you include residents input, but rather a fixed box approach to getting inclusions and approvals. The bottom lines are changing the community at residents expense to favor investors "development" favors.
390	Development and Growth	Neighborhood/Community Character			Non-Actionable	Exclusive communities can be extremely good for the local economy. These homes bring high taxes and funding for many things the community wants.
496	Development and Growth	Neighborhood/Community Character			Non-Actionable	Third - three gated golf course communities - really? Watching the sprinklers run mid afternoon in the summer makes me cringe.
507	Development and Growth	Neighborhood/Community Character			Actionable	Flagstaff already has too many gated communities. Insisting that neighborhoods be integrated or at least not exclusive, is a great idea, and would help maintain our "community".
64	Development and Growth	New development location			Actionable	Public works yard aka Thorpe park annex is prime location for affordable housing
67	Development and Growth	New development location			Actionable	The City is sitting on two pieces of land that are ideal for affordable housing - Schultz Pass (aka the sliver of land dominated by invasive weeds that occasionally bloom as sunflowers for a very short period of time) and the old Public Works building.
75	Development and Growth	New development location			Actionable	Map out and illustrate possible housing developments on possible properties to build community support and help people see potential. Then go build them.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
97	Development and Growth	New development location			Actionable	Since public transportation is minimal, New housing development should be located where low income families work so they do not need to drive. There are many empty spaces downtown that could be developed for low income families, for example next to the blessed Virgin Mary chapel.
163	Development and Growth	New development location			Actionable	Acquire more land in outlying areas (bellmont, winoana, east flagstaff near harkins, and mall). Develop lower income housing in these areas. Incentivize builders to manufacture homes our in this area at lower costs. Prioritize lower income housing rather than upper class home production (permits given out first to lower income housing projects).
376	Development and Growth	New development location			Actionable	More housing is good for Flagstaff overall but new construction can be inconvenient and present challenges. For this reason new housing should be fairly spread around Flagstaff as appropriate according to proximity to jobs, groceries, stores, and public transportation. Not going to name names but it feels like some of the richer neighborhoods in Flagstaff are better at limiting or blocking entirely their fair share of housing.
470	Development and Growth	New development location			Actionable	A preferable strategy is to open all neighborhoods as they are to compatible affordable housing. Even Continental could have some City CLT homes scattered throughout. Yes that takes money up front, but the investment has a very long time line. If affordable units are indistinguishable from the rest of the neighborhood people will likely welcome them.
571	Development and Growth	New development location			Actionable	need photos
608	Development and Growth	New development location			Actionable	How will you plan to ensure that public housing in spread throughout our community. How will council ensure that housing will be spread throughtout the community.
140	Development and Growth	New development location	Smart growth principles		Actionable	I'm concerned about item 3.2 - Identify suburban areas that have the existing infrastructure to support greater density and intensity of development. This should allow for commercial intrusion by food and wellness organizations as well as housing. Stop building suburban zones. Start building mixed grocery stores in there.
50	Development and Growth	New development location			Non-Actionable	Developers are looking at peripheral areas - who's going to build those 8k units? Easier to do it someplace else
361	Development and Growth	New development location			Non-Actionable	forced gatedcommunites to accept some of these proposals
373	Development and Growth	New development location			Non-Actionable	If wishing to build affordable housing, Flagstaff is made up of a majority of renters who are more favorable to affordable housing options. Building there rather than in areas of single-dwelling homes would make much more sense for getting support.
503	Development and Growth	New development location			Non-Actionable	Perhaps housing options should be explored in surrounding areas such as Kachina Village or Munds Park.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
40	Development and Growth	New development location	Density		Non-Actionable	high density rental housing should not be developed outside of the Milton/Downtown Corridor. Milton is, quite frankly, a lost cause for single family housing. I think many Flagstaff residents are comfortable with this fact. However, when apartment complexes start appearing on Lake Mary, on Beulah, on 180, in Fox Glen, etc, it as though NAU's and Milton's development style is "bleeding over" into our more established communities. Residents of high-priced gated communities in and around Flagstaff avoid this by buying up huge parcels and merely isolating themselves with huge expensive properties. I do not intend for this to be taken as NIMBYism, but more to urge Planning and Zoning, as well as the Housing Commission, to realize the impacts of equity of development planning - even on middle and upper class suburban Flagstaff neighborhoods. Building a huge apartment complex predominantly filled college students next to what is in most considered "medium density single family" in some ways is akin to building an industrial park next to a low income community. In the end, it's working class full-time residents of the community who will bare the burden of that development, even if there are positives to it. Instead, I want all Flagstaff residents to share these burdens equally, and that includes the most wealthy of Flagstaff property owners. It is simply not fair for the residents of Ponderosa Trails to live with apartments complexes on their doorstep, while residents of Equestrian Estates, Pine Canyon, and other gated communities enjoy their peace and quiet. We also provide a proverbial “free pass” to developers who will ALWAYS prefer to develop vacant land over the more expensive redevelopment of existing property. This is how urban sprawl and urban blight happens – developers buy parcels further and further away from the urban core, while re-investment in existing commercial and industrial spaces is ignored, leaving many urban areas (like Flagstaff’s Rt 66) an industrial wasteland or commercial ghost town. To me, high density multi family housing should be focused on those areas of town with no single family homes, or no residential housing or owner/occupants at all. This comes with added benefit - these are the areas with the most economic activity - Milton, Rt 66, Butler, Fourth St. In many of these areas, the neighbors are businesses who actually WANT people living close by, they benefit from that proximity. It also makes for
139	Development and Growth	New development location	Smart growth principles		Actionable	I'm concerned about item 3.2 - Identify suburban areas that have the existing infrastructure to support greater density and intensity of development. This should allow for commercial intrusion by food and wellness organizations as well as housing. Stop building suburban zones. Start building mixed grocery stores in there.
91	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Actionable	Parking and traffic flow standards must be applied to EVERY PROJECT going forward. Whatever city staff use as a standard is inadequate for what is actually happening on the ground and in neighborhoods
96	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Actionable	parking and traffic evaluations should be required on EVERY PROJECT. make the criteria for parking and traffic used by city ;planners available the reality of what's happening in neighborhoods and traffic. is not being met by existing criteria

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
263	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Actionable	Affordable transportation is important to reduce living costs. Something in there about encouraging bike/ped and transit access to developments. Encourage expansion of EcoPass program to neighborhoods/developments so residents can ride transit for free.
131	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation	Smart growth principles		Actionable	Would help if parking requirements where scrapped as well - I want a walkable neighborhood, not a maze of parking lots. Build housing next to jobs and groceries and let people walk and bike! It'll be inconvenient for drivers, but transportation costs are also a big drag (I think second biggest behind housing) and letting people reduce costs there also helps housing I'd think by freeing up more of their budget.
102	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Non-Actionable	Stop building tall buildings with no parking. We have a parking problem in Flagstaff.
115	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Non-Actionable	Our roads and other infrastructure are NOT adequate for the density we have now, nor the influx when NAU has Parent's Weekend, etc. or Snowbowl is operating, etc. Adding more housing without seriously addressing this need is a recipe for DISASTER! Just this morning (10/4/21) on my way to work Milton/Rte 66 were completely backed up and then I transitioned to Butler, forgetting the lane closure that makes Butler a bottleneck of traffic! I live in Boulder Pointe and work over by Tractor Supply. What normally takes me about 12 minutes if the lights are mostly green, took me well over 20 minutes this morning! At this time, it doesn't take much to turn a well-traveled road into a parking lot! We absolutely NEED affordable housing! We also MUST address the inadequate infrastructure before we continue to add more building (too late, as several huge complexes are even now in progress!)! Thank you!
148	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Non-Actionable	the combined impacts of multiple developments on roads and traffic. This is already a serious issue!
275	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Non-Actionable	We should also integrate transit plans into the official housing plan if possible.
460	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Non-Actionable	Improving public transit and safe biking/walking conditions helps as well.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
520	Development and Growth	Parking/Traffic/Auto Transportation/Transit/Active Transportation			Non-Actionable	Like affordable housing options, a co-issue that needs to be addressed is traffic, the current infrastructure is woefully inadequate for the current needs of Flagstaff. Flagstaff is no longer a cute little one main street town; alternate main arteries are needed. Since Flagstaff is land-locked, building up is one of the few options. We can build denser all that we want; but that will only compound the other major complaint about Flagstaff: traffic. High cost of living, unaffordable housing, and traffic are three complaints that have only worsened in the decade I have been here.
217	Development and Growth	Smart growth principles			Actionable	Allow affordable housing in mixed-use commercial zoning instead of commercial/retail use. This could allow for use/utilization of vacant commercial space in the existing and future student housing developments.
240	Development and Growth	Smart growth principles			Actionable	We need to think"outside the box" - get architectural students to work on these housing issues with new and innovative ways of doing things.
272	Development and Growth	Smart growth principles			Actionable	Does goal 3.2 include promoting higher residential densities close to jobs, groceries, and parks? That's my interpretation, and if so I'm supportive. Being able to walk and bike to for your everyday needs is correlated with activity levels and other health indicators.
337	Development and Growth	Smart growth principles			Actionable	Combine these ideas with some of the other ideas presented regarding creating more affordable housing in commercial and industrial areas.
534	Development and Growth	Smart growth principles			Actionable	Flagstaff needs to double down on mixed use. Every building built with more than one story needs to have retail available below, with residential and live-work space above. No exceptions should be made to this...mixed use and mixed income properties are the only way to encourage a thriving society that doesn't rely on driving vehicles across town for something as simple as a gallon of milk. So many mom and pop shops could supply needs on a micro level if it was encouraged by mixed use.
565	Development and Growth	Smart growth principles			Actionable	beautification language - attention to good design. The success of housing and public housing particular - design is so important. Meet with beauification commission. Provide pocture. Share photos.
604	Development and Growth	Smart growth principles			Actionable	dditional Strategies to be Considered: - Include a discussion of the importance of aesthetics in the final plan. Affordable housing is not an isolated value but works in companionship with health, sustainability, and aesthetics. Housing that meets the needs of our residents should be beautifully designed and constructed. As affordable design professionals have made clear, good design “can be the critical difference between an affordable development that succeeds—one that satisfies its residents and neighbors, enhances the community where it is built, and continues as a stable part of that community for decades—and one that does not. In fact, good design may be the most viable strategy currently available to improve the quality, asset value, and acceptance of affordable housing.” The need for good design is necessary for every project regardless of its use. One means of addressing aesthetics and also streamlining construction of new non-traditional housing units is the implementation of housing design plans that are pre-approved by the city.
616	Development and Growth	Smart growth principles			Actionable	consider where the City should build more homes - promote smart growth - should be need shops, parks, - walkable communities and close to public transporation. Plays a roll in equity as well.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
462	Development and Growth	Smart growth principles	Density	Parking/Traffic/Auto Transportation/Transit/Active Transportation	Actionable	Mentioned on an earlier page - private developers and owners make the whole situation worse because they have an additional expense tenants have to cover - their profit. They won't do anything unless they can make it benefit them, which, is often at the expense of the Flagstaff resident. This impacts the largest drivers of economic activity in Flagstaff (mainly NAU students) and raises the cost of living for all the people who are necessary to enable the retail landscape of Flagstaff to function. If median wage is 48k, there's very little chance they can live in the city. Huge apartment developments only accessible by car compound the issue- it's actually pretty easy, in concept, to make a liveable, walkable city with affordable housing. Downtown areas will need to build up to 3-5 stories.
13	Development and Growth	Smart growth principles	Housing types		Actionable	Aslen - Tyoe of Housing that is better for infill and smart growth - anti sprall efforts.
212	Development and Growth	Smart growth principles	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Actionable	In Create 3.2: I think it is really important to ensure that all affordable housing also has easy access (walking/biking/transit) to nearby grocery stores and frequent bus lines. Plunking affordable housing in along a corridor without a grocery within half a mile, or without frequent bus service, will only lead to increased driving needs for people in lower income brackets, or to reliance on "food" options like gas stations/convenience stores.
517	Development and Growth	Smart growth principles	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Actionable	I suspect it will be hard to prioritize these based on the survey data. From glancing at the results section, it almost looks like people either favored the statements or didn't say anything. To reiterate my thoughts on these questions, I think the most effective way to address the issues creating and created by housing availability is to focus on less car-dependent infrastructure so that new development is both available and accessible to everyone. This would create more opportunities for residents while making it harder for those who control supply to get away with discrimination.
201	Development and Growth	Smart growth principles	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Actionable	Building low density residential areas on the edges of town increases reliance on cars, which increases traffic throughout Flagstaff and remains out of reach for those without access to reliable transportation. The hidden infrastructure costs of that style of development will tend to counterbalance any gains from the increase in supply. Mixed use development or otherwise in-filling existing neighborhoods with a mix of medium density commercial and residential properties has the greatest chance of making Flagstaff more affordable and more accessible to everyone.
364	Development and Growth	Smart growth principles			Actionable	Creative infill, combining residential and industrial, incentives for percentages of development as low income ... are much better strategies than putting low income housing on key parcels better used for that priority described in the plan as healthful.
228	Development and Growth	Smart growth principles			Non-Actionable	Flagstaff needs an aesthetic and design standard minimum. There are too many developers creating banal uninspiring cheap "housing" that makes the city look awful. Particularly the development on the mesa...what were they thinking? The giant hole with cracker jack box houses adjacent to it, with no architectural sense at all...it's embarrassing...The scale of the house, porch, pillars, etc are completely off and they look super cheap.
35	Development and Growth	Zoning/Permitting and review process			Actionable	the zoning code may need revisions to address this issue, but I am not willing to answer "yes:" amend the zoning code without knowing specifics. I am not willing to say, "go for it" and I hope others are also not willing. Why? An example is the proposed Lone Tree extension. People voted for building it, but did they realize the scale of what could, would be, and is being presented? The impacts to surrounding existing neighborhoods?

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
183	Development and Growth	Zoning/Permitting and review process			Actionable	Building codes are driving enormous growth in cost to construct. Insisting on Net 0, while a laudable goal, inevitably raises the cost of construction and purchase, if not the cost of ownership.
438	Development and Growth	Zoning/Permitting and review process			Actionable	Evaluate upzoning existing neighborhoods, eliminate most single family zones, shrink minimum lot sizes, and simpler lots-splits for existing large lots in existing neighborhoods. Good discussion in the "housing and sustainability" section, keep these concepts in mind or even expand on them, housing cost is the largest but transportation cost is the other sunk-cost (in addition to its climate impacts) people must have that keeps them out of a good home.
80	Development and Growth	Zoning/Permitting and review process	Deregulation		Actionable	Reduce the resource protection and open space requirements, thereby making more land available for development (increasing supply will reduce the market prices - Econ. 101).
154	Development and Growth	Zoning/Permitting and review process	Deregulation		Actionable	I would like to see greater flexibility in greenfield development for affordable housing projects - 100% affordable housing projects - such that the "spirit" of the zoning code when it comes to resource protection is applied. For example, the code requires a specific and unbending calculation for protecting trees and steep slopes. I'd rather see a landscaped open space/area for residential development that allows residents to recreate rather than tree canopy scattered throughout the development and wedged into parking islands or in the narrow strip between structures.
129	Development and Growth	Zoning/Permitting and review process	Deregulation	Affordable housing incentives	Actionable	Density, affordable housing fractions/requirements placed on developers, reducing restrictions on private rentals (like ADU's, basement units, HOA restrictions), and multifamily zoning are our best tools to deal with this problem. Incentives for developers to include affordable units are a second best option. These leave housing where it belongs- in the private decision maker's pocketbook and decision authority.
41	Development and Growth	Zoning/Permitting and review process	Deregulation	Parking/Traffic/Auto Transportation/Transit/Active Transportation	Actionable	Flagstaff has nearly 23,000 households which are currently cost burdened. This is in large part a result of over three decades of underproduction of housing units across all asset types throughout the city. To adequately address the affordability issue, it is imperative that we examine the conditions that led to this housing supply shortage, and proactively remove those barriers to future development. Exclusionary zoning policies, such as imposing height restrictions in the downtown core, undermine natural growth patterns dictated by market needs, impede upon private property rights, and additionally prevent the city from enabling sustainable development by encouraging residents to shift to transit and pedestrian-oriented lifestyles only made possible through urban infill and increased density.
423	Development and Growth	Zoning/Permitting and review process	New development location		Actionable	I really like the options that mention updating zoning policies and or other policies that limit where housing can go and/or taking existing built lots (mostly commercial) and revitalizing them. Developers seem to be able to request rezoning to build things like a huge hospital in what is currently a greenspace, and student housing everywhere but we don't change laws and policy to allow for affordable housing outside of existing residential areas?

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
153	Development and Growth	Zoning/Permitting and review process	Parking/Traffic/Auto Transportation/Transit/Active Transportation		Actionable	I support a greater parking reduction than currently offered for urban core and where there is public transit within 0.5 miles of residence.
21	Development and Growth	Zoning/Permitting and review process			Actionable	Mccarthy - Create 2.4: I do not know that easing the rezoning and CUP processes is appropriate.
111	Development and Growth	Zoning/Permitting and review process			Actionable	Within the Zoning Code - consider allowing the outcomes that the PRD flexibility idea could allow by-right (vs. within a complicated special-development situation) for infill development. Simplify entitlement/rezoning - create simple (but appropriate) impact fees so each development isn't a long negotiating process that is only manageable for large-scale developments. Or even rezone preemptively, we already have visions for everywhere per the Regional Plan, don't have to re-create them every time. Next step would be to Plat undeveloped areas with development patterns that will facilitate more affordable and connected housing.
135	Development and Growth	Zoning/Permitting and review process			Actionable	I believe simplifying, streamlining, and lowering costs on home building, renovations, and general residential construction would make a huge difference. I also favor a more flexible zoning system in all areas, not just those deemed for low income type housing, to allow better infill and redevelopment without spreading into the forest is a superior solution to a lot listed.
151	Development and Growth	Zoning/Permitting and review process			Actionable	Developments will continue to struggle to produce affordable housing as long as the existing entitlement process continues to be arduous, expensive, and time consuming.
66	Development and Growth	Zoning/Permitting and review process			Non-Actionable	4.8 worries me, I wouldn't want the city to foster an atmosphere where landlords can increase the allowed number of tenants in a unit that was not designed for an increase number of people living in the unit. For example, say a 1br apartment is currently capped at allowing 4 people maximum to live in the home. I wouldn't want the city to increase the allowed number of people in that unit to 6 people without requiring some kind of space requirements or upgrades to the unit.
177	Development and Growth	Zoning/Permitting and review process			Non-Actionable	All of the cities zoning has come from the 'I don't like that or I don't want that again' reactions to development. None of it is forward looking. The biggest impact on the create is to scrap the ENTIRE zoning code and start fresh with simple, clear 'rules' for how we want Flagstaff to develop. The city is a nightmare when it comes to development, whether that is commercial or residential, mostly because of the zoning codes that apply very little common sense and don't allow for the 'spirit of the code' to dictate development. And most importantly, I am certainly not PRO development....and its clear Flagstaff and many western towns are going to grow, especially with investments from folks that move from California and other places where they still get an amazing deal for their CA homes and can afford homes here.
225	Development and Growth	Zoning/Permitting and review process			Non-Actionable	Existing properties should be held to the same standards regarding cost based on city code (i.e. apartment complexes that claim structural soundness and amenities that do not live up to claims as advertised).

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
245	Development and Growth	Zoning/Permitting and review process			Non-Actionable	State laws were developed, supported thru due diligence, voted on and became law by our elected officials. Housing and zoning laws protect its citizens. Don't amend the Flagstaff zoning code to facilitate the development of low income housing with citizen input and evaluating the impact to neighborhoods and traffic.
321	Development and Growth	Zoning/Permitting and review process			Non-Actionable	Should not need to or want to revise the Zoning Code in order to implement this.
488	Development and Growth	Zoning/Permitting and review process			Non-Actionable	1) scrap zoning code and re-do...straightforward, common sense, flexibility for meeting 'spirit of code"
586	Development and Growth	Zoning/Permitting and review process			Non-Actionable	The dangers of pushing the “build anything” narrative are many. The plan talks about deregulating the process to make it easier to build without discussing why those regulations exist and who they benefit. It should be emphasizing more moving away from R1 zoning and requiring a mix of uses in any development. It talks about housing units but not land use and how that affects the lack of homes and affordability. How many more people could be living on the land taken up with golf courses and second homes, of which we have too many? It shows little regard for our building standards which make our community livable and attractive. It disrespects neighbors of future developments by calling them NIMBYs and implying that the only reasons they object to some projects is due to their ignorance and racism. This is a simplification. Not every rezoning is desirable. I fear that the mandate for council that we strive for building 7976 dwellings within the next ten years will pressure the council to make poor land use decisions. If, as this report indicates, so many people in our community cannot afford to purchase a home here then why keep using our land for so many unaffordable homes? Who are they for?
644	Development and Growth	Zoning/Permitting and review process			Non-Actionable	Stop changing existing zoning so that people who bought a house in an area that doesn't allow farm animals don't suddenly have chickens and goats in their neighborhood.

Development and Growth Public Comments

Unique_ID_Spl	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
646	Development and Growth	Density	New development location		Non-Actionable	I do not intend for this to be taken as NIMBYism, but more to urge Planning and Zoning, as well as the Housing Commission, to realize the impacts of equity of development planning - even on middle and upper class suburban Flagstaff neighborhoods. Building a huge apartment complex predominantly filled college students next to what is in most considered "medium density single family" in some ways is akin to building an industrial park next to a low income community. In the end, it's working class full-time residents of the community who will bare the burden of that development, even if there are positives to it. Instead, I want all Flagstaff residents to share these burdens equally, and that includes the most wealthy of Flagstaff property owners. It is simply not fair for the residents of Ponderosa Trails to live with apartments complexes on their doorstep, while residents of Equestrian Estates, Pine Canyon, and other gated communities enjoy their peace and quiet. To me, high density multi family housing should be focused on those areas of town with no single family homes, or no residential home owners at all. This comes with added benefit - these are the areas with the most economic activity - Milton, Rt 66, Butler, Fourth St. In many of these areas, the neighbors are businesses who actually WANT people living closeby, they benefit from that proximity.
647	Development and Growth	Neighborhood/Community Character	New development location		Non-Actionable	In some ways, I think we need to "protect" what few working-class neighborhoods Flagstaff has, and instead focus our development on poorly designed car-centric areas of Flagstaff like Milton, Butler, Fourth St and Rt 66 I think our traditionally suburban neighborhoods like Ponderosa Trails, Bow and Arrow, Country Club and Fox Glen, University Heights and Boulder Point, Coconino Estates, etc are better suited for infill development and for projects that provide a single family option, whether detached or row-home. Putting apartments in these areas just drives development further out, creating the sprawl that exemplifies Phoenix. When residents inevitably get into the housing market and can afford a single family home, will they want to live next to apartment complex that they just moved out of, or will they drive the demand for homes further and further away from Flagstaff's core?

Economic Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
17	Economic	General economic development/business environment/workforce			Actionable	Mccarthy - Page 24, in the second home discussion, you might want to mention that the trend of people working from home makes it more practical for people to have a home in Flagstaff even when their primary job location is elsewhere.
482	Economic	General economic development/business environment/workforce			Actionable	As we see an increased ability to work remote, many people will choose to live in places they can afford and enjoy, as they are not tied to their physical employer any longer. If we want to continue to keep residents in Flagstaff, we have to make it affordable and enjoyable
14	Economic	Housing market dynamics/Supply and demand			Actionable	Aslen - address the nuances of market rate houses. We don't need to built built built and have second home owners and migrants move here
23	Economic	Housing market dynamics/Supply and demand			Actionable	Council request - Cost trigger points that effect the market rate compared to workforce housing - what makes luxury homes vs. workforce homes?
27	Economic	Housing market dynamics/Supply and demand			Actionable	salas - lift up the housing conversation in the macro economic prespective - affordablilty, attainability, advocacy in terms of land use - housing as it relates to economic developemnet, childcare.
123	Economic	Housing market dynamics/Supply and demand			Actionable	There are very few solutions here that will fundamentally alter the Flagstaff housing market to be more affordable. There is a seemingly insatiable demand to live in Flagstaff, but this is largely driven by people looking to move to the city, not those struggling to find housing now. The only way to truly change the trajectory the city is on is to provide people with an affordable alternative to the unaffordability of the market. This will not happen from working with market forces, simply approving more developments or working with developers to implement small improvements such as 10% affordability in properties.
161	Economic	Housing market dynamics/Supply and demand			Actionable	The impact and probability of success of any government led actions, regardless of how well intentioned, are low (at very best). You are fighting the tide of the free market, and are declaring an emergency based on lack of achieving artificial 'development goals'. I advocate letting the market prevail, including allowing the almighty 'development' to slow or even reverse.

Economic Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
277	Economic	Housing market dynamics/Supply and demand			Actionable	These seem to do little to address the supply side issue which is by far the biggest problem
549	Economic	Housing market dynamics/Supply and demand			Actionable	I do not think we should look to the "market" to solve our affordable housing problem. The market is the reason for the problem.
568	Economic	Housing market dynamics/Supply and demand			Actionable	be thinking about the Cause of the problem, the market from the buyer and the possiblity of implementing a vision that address the problem - this is not a new issue.
596	Economic	Housing market dynamics/Supply and demand			Actionable	Additional Strategies to be Considered: - - F3 is very concerned that the draft plan outlines a strategy for obtaining affordable and attainable housing that is primarily reliant upon the private market. Simply increasing the supply of homes alone, in the same manner in which we have over the last 20-plus years, will not solve Flagstaff's home affordability crisis. There is no evidence that building more housing units automatically means more affordable housing.
58	Economic	General economic development/business environment/workforce			Non-Actionable	ability to attract and retain workers.
61	Economic	General economic development/business environment/workforce			Non-Actionable	relocate an experienced person to move to flagstaff - what is the menu from the city on how we can offset homeownership.
62	Economic	General economic development/business environment/workforce			Non-Actionable	workforce is totally different than it was 20 months ago. Opens up opportunity to recruit all over. Work at home environment
92	Economic	General economic development/business environment/workforce			Non-Actionable	Create or update city development policy to attracting more environmental clean and high pay business to the city. - Increasing average income per person live in flagstaff, will improve the housing issue.

Economic Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
173	Economic	General economic development/business environment/workforce			Non-Actionable	Create better, higher paying jobs. And more STEM requirements to schools to better educate the next generation to get better jobs.
188	Economic	General economic development/business environment/workforce			Non-Actionable	The only way you are going to address this issue is to build a better economy in Flagstaff. Folks need to be able to make a livable wage to live here and we need more industry here to give more options that provide good jobs and competitive in wages. How are you working toward bringing in better higher paying jobs?
209	Economic	General economic development/business environment/workforce			Non-Actionable	Reduce the cost of running business, improve hiring, incentive for workers that improve the income of resident is the root cause problem.
296	Economic	General economic development/business environment/workforce			Non-Actionable	Focus on the factors that matter - like jobs, wages, access to services (like clothing), healthcare - instead of creating additional barriers by segregating people by race.
401	Economic	General economic development/business environment/workforce			Non-Actionable	Protecting the future of fair housing practices starts with protecting and growing the economy.
495	Economic	General economic development/business environment/workforce			Non-Actionable	First: jobs - good paying jobs make housing more affordable. Flagstaff is too much a service sector economy.
519	Economic	General economic development/business environment/workforce			Non-Actionable	Improve income and provide competitive business environment. Too much business regulation reduce the hiring and high business cost reduce the resident income. Vigorous economy is the way to help everyone live with dignity, work with pride and improve the income.

Economic Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
554	Economic	General economic development/business environment/workforce			Non-Actionable	Yes, anything done should have a work requirement. There are plenty of $15 per hour jobs in this city that are going unfilled because people won't work. The Welfare State has created a system that encourages people to not work and then you want to give them "help". If two people in a household were to take minimum wage jobs, they would earn $60K per year minimum.
4	Economic	Housing market dynamics/Supply and demand			Non-Actionable	How do we address the market price?
11	Economic	Housing market dynamics/Supply and demand			Non-Actionable	Aslan- Supply and demand are very powerful focuses.
29	Economic	Housing market dynamics/Supply and demand			Non-Actionable	supply and demand will resolve the proplem
38	Economic	Housing market dynamics/Supply and demand			Non-Actionable	There are some elephants in the room, which were acknowledged only a bit in the Plan. Developers (who are in the business to make money), realtors (who have participated in bidding up home prices because they too are in the business to make money and there are too many), that houses have been turned into revenue sources rather than remaining homes, and people having too many kids (every kid should have all the opportunities to succeed yet this is very costly both financially and environmentally) etc. We need to be mature and deal with these elephants before they squash us.
184	Economic	Housing market dynamics/Supply and demand			Non-Actionable	The barrier to purchase is unacceptably high. I work with a professional engineer, married to a professional engineer, and they cannot afford to buy a home. Flagstaff WILL become Aspen, with the locals priced out, if significant action is not taken.
283	Economic	Housing market dynamics/Supply and demand			Non-Actionable	Lower expectations and targets for equity, development, growth, and 'fixing' the housing problem. Let the local market continue to reflect broader society, and when imbalanced, let the market correct.

Economic Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
477	Economic	Housing market dynamics/Supply and demand			Non-Actionable	Accept that you can't win this & you will fail to achieve your goal. Benchmark all those cities that have done a great job. Any? Identify those local opportunities that can help even just a little, AND requiring resources that reflect our small town's. Don't try to change the private market failures or cure the ills of human nature....if you have those answers, then you're in the wrong job!
564	Economic	Housing market dynamics/Supply and demand			Non-Actionable	when you leave it to the market the wealthy will dominate and the builder will price for whatever you are willing to pay.
583	Economic	Housing market dynamics/Supply and demand			Non-Actionable	I have lived here thirty years in a house that originally cost $89,000 and now would sell for over $500,000. This cost has continually gone up (with a brief downturn in 2008) whether there is a building boom or a construction slowdown. The idea that depending on the market to build more will lead to affordability is a falsehood. Already, according to the plan, 48% of our housing market is taken up by students and second homeowners. Without guardrails to enable the type of development we need, we can expect more of that in the future. This only exacerbates our problem further even with a 10% (not guaranteed) goal of affordability.

Housing Use and Ownership Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
15	Housing use/ownership	Second home/non resident/investor owners			Actionable	Aslen - We don't need to built built built and have second home owners and migrants move here
155	Housing use/ownership	Second home/non resident/investor owners			Actionable	There should be a high tax on out of state people who buy up properties in flagstaff just to make money. they are pushing residents out and increasing rent on those that cannot afford to purchase a home.
166	Housing use/ownership	Second home/non resident/investor owners			Actionable	Increase the quantity of houses in town. Put measures in place that make it less desirable to be a property barren in town. (Higher Taxes on second or third homes in town).
219	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	Owning multiple investment properties needs to be dis-incentivised.
223	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	Limit the amount of homes out-of-towners own in Flagstaff
224	Housing use/ownership	Second home/non resident/investor owners			Actionable	it seems like a lot of houses are second homes, so it would be nice for locals to have priority, or to limit the amount of homes out-of-towners own in Flagstaff
328	Housing use/ownership	Second home/non resident/investor owners			Actionable	Can we stop outside investors from using out current infrastructure as a source of income and protect homes for use by Local flagstaff citizens.
355	Housing use/ownership	Second home/non resident/investor owners			Actionable	Tax second homes. This isnâ€™t phoenixs cabin town
371	Housing use/ownership	Second home/non resident/investor owners	Short term rental		Actionable	Strongly support efforts to increase the regulation and taxation of vacation/short-term rentals and second homes in Flagstaff
372	Housing use/ownership	Second home/non resident/investor owners	Short term rental		Actionable	Limit/disincentivize vacation rentals and second homes.
122	Housing use/ownership	Second home/non resident/investor owners			Actionable	Limit and/or disincentivize second home ownership and sale of homes as investment properties (i.e. for Airbnb)
156	Housing use/ownership	Second home/non resident/investor owners			Actionable	Increase taxes on "out of state" investment property owners. If you dont live here, you are subject to additional yearly percentages to the city. Use the excess income to fund an affordable housing initiative for the lower income community. This will also help low to middle class citizens of flagstaff maintain reasonable housing by evening the playing field with wealthy outside investors.
157	Housing use/ownership	Second home/non resident/investor owners			Actionable	Outside investment companies (LLC), second/third/etc home owners are a big issue that is part of the problem with affordable housing in Flagstaff. These types of owners/buyers are causing housing cost to go up. Guardrails should be placed in regards to purchases made within Flagstaff.
193	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	The housing market has been ballooned by out of state agencies/companies purchasing housing for over asking prices, and than reselling them for even higher prices making the actual residents of Flagstaff pay even higher housing prices while the money made from the houses does not even stay in the local economy.

Housing Use and Ownership Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
211	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	Limit out-of-towners and realtors from buying houses as second-homes or competing in the housing market. Or limit/prevent any second-home ownership in Flagstaff (or specific areas). This would drive the supply/demand model toward more supply and thereby drive home costs down. One way to achieve this is to require proof of residency or proof of employment in Flagstaff/surrounding area as a requirement to qualify for a home mortgage or requirement to qualify for a home purchase (home owners who sell would be required to accept an offer from an employed Flagstaff individual over someone who cannot show proof of employment in Flagstaff; unless there are no other offers). Independently, other states have a cap on how much a home can be sold for (X% above appraisal), and therefore, it limits the supply/demand from driving substantially inflated housing costs.
204	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	I believe the fundamental issue with Flagstaff housing is the greed from the developers and investors.
251	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	One of the issues is the outside money coming into flagstaff and driving up the home prices.
367	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	Disincentivizing second homes should be your primary focus
472	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	Tax investors that are buying up the properties and making it too expensive for people to buy or even rent.
484	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	Discourage anyone who is not a full time resident and working for a local company from purchasing a home. This will allow for more of us locals to purchase homes in the city and reduce the need for low income housing.
588	Housing use/ownership	Second home/non resident/investor owners			Non-Actionable	2. Housing costs have gone TOTALLY insane!!! There are so many out-of-state investors (from California) who are buying up real estate in Flagstaff, that there is NO way that a young couple could possibly buy a new home! My son is one of those! Look at the new subdivisions out in Timber Sky! We are now selling new homes for as much as they are in California!!! What is the matter with us? These are BAD decisions that do not protect our families or our (used-to-be) valuable and treasured way of life!
46	Housing use/ownership	Short term rental			Actionable	VRBO - projected maximum that flagstaff can reach? How many we are lacking how many we are over?
63	Housing use/ownership	Short term rental			Actionable	STR - affects market
69	Housing use/ownership	Short term rental			Actionable	The problem in Flagstaff is that the single-family homes are all either vacation rentals, second homes, or student rentals (4-8 students in a house). There need to be more of those houses available to residents and I don't see that addressed anywhere in the "Create" category.
74	Housing use/ownership	Short term rental			Actionable	Without a doubt you need to speak about Airbnb and Brno restrictions. How is this not on here. In my neighborhood there are like thirty within a stone throw. This is a serious driver for increased home prices. Why rent monthly when I can make more money renting for the night. This is ruining the communityâ€¦. Canâ€™t wait for 2030 when flagstaff is all an Airbnb and the minimum wage is 25 dollars thanks to the CPI. Iâ€™m going to love drinking my 15 dollar beers downtown a d paying 3000 rent for my single bedroom apartment. Talk about a dump town where you can only be part of the community if youâ€™re a retired millionaire from Phoenix.
90	Housing use/ownership	Short term rental			Actionable	Not sure if it fits under "create" but reevaluate the role of Air BnB and VRBO units. Some cities have required a resident to live in the house and only rent bedrooms, not the whole house.
94	Housing use/ownership	Short term rental			Actionable	I think a catagory should address the issue of short term rentals taking up the supply of housing. This topic needs to be addressed. Possible licensing requirements, sustainability requirements, and limitation on number of shot term rentals allowed in one household.
119	Housing use/ownership	Short term rental			Actionable	unregulated air bnb and vrbo units that are not owner-occupied are scourge of the city, detrimental to neighborhoods ,and a primary factor in the elimination of affordable housing units.

Housing Use and Ownership Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
125	Housing use/ownership	Short term rental			Actionable	Finally, but importantly, people will likely turn ADUs into short-term rentals rather than long-term housing unless they are explicitly required to make their ADUs long-term. One way around this could be to help neighborhoods interested in density/having ADUs to become HOAs which deny or limit short-term rentals.
176	Housing use/ownership	Short term rental			Actionable	The next biggest thing to do would be to legislate harsh restrictions on the AIRBNB/VRBO world and all the 'speculators' who are buying most of the houses and turning them into income properties. These are the real villain's who in the last 5 years, a single-handedly responsible for reducing the options for housing all around Flagstaff. Have the guts to take these folks on and the governor.....places like Jackson WY and many other places have done this with great success.
191	Housing use/ownership	Short term rental			Actionable	What about the practices of VRBO's and the investors that are turning our town into a vacation destination? How many homes are short term rentals now in Flagstaff and surrounding areas? Is there a anything that can be done to slow the investor purchases?
194	Housing use/ownership	Short term rental			Actionable	This same result also happens when houses are bought this way and then only used for vrbo or other rental purposes. Again the money does not stay in Flagstaff and the housing market goes into a bubble. To my knowledge there is not even a business tax on all the rental homes, especially for vrbo. They are a business, taking away our houses, spending the money out of our locality, and don't even have to pay a business tax. Before these items are addressed, it does not matter what else you do, because out or state or at least out of city companies will continue to inflate the housing market for there gain.
221	Housing use/ownership	Short term rental			Actionable	Need to actively engage (including litigation, if necessary) to eliminate vacation rentals which are defacto hotels in single-family residential areas. These are hotels, plain and simple, and make life hell for neighbors and remove the properties from being homes (either rental or purchase) for locals. Other communities have successfully addressed this issue.
227	Housing use/ownership	Short term rental			Actionable	My neighborhood has too many short term rentals. When homes come on the market they are bought up and turned into income properties. It is fine to rent out a room or rooms as long as the owner resides on the property, but having entire homes with the purpose of getting as many peoples in as possible for profit and no one on the premises that cares that they are vacationing in a working neighborhood is unacceptable.
308	Housing use/ownership	Short term rental			Actionable	I'm not sure if this is appropriate in this section, but I would like to see the City's lobbyists advocate for local control over short term rental taxation. Until we are able to treat these rental properties differently than full-time residents, it will continue to be an issue.
332	Housing use/ownership	Short term rental			Actionable	Again...the biggest treat to anything in this category are the speculative AIRBNB/VRBO folks. I've been around town and heard valley developers up here talking about buying 100 homes! And they are not then renting those homes to us...they are using them to maximize profit through AIRBNB and VRBO. Enough. We can and should do better
388	Housing use/ownership	Short term rental			Actionable	Engage Air BnB et al. in public/private partnerships to utilize better underutilized housing capacity (empty 2nd homes, etc.)
398	Housing use/ownership	Short term rental			Actionable	Vacation homes and NIMBY attitudes really stood out to me as the most impactful items here. That isn't to say that the other's aren't also impactful (or indeed necessary), but I think availability and accessibility in the more general sense are likely to benefit the same folks who are affected by the other more specific strategies. In other words, it would be harder for property owners/sellers/landlords to get away with discriminatory practices if the market wasn't so heavily tilted in their favor.
425	Housing use/ownership	Short term rental			Actionable	The impact of the development community, real estate market(-ers), and explosion of short term rentals have a huge impact on Flag's housing issues, as does working via the Internet, and Artificial "Intelligence" that is eliminating jobs. So does the situation that people are struggling and looking for assistance and grounding wherever they can find help surprise anyone?
464	Housing use/ownership	Short term rental			Actionable	Limit vacation homes! Local priority! Stop building student housing monstrosities! Stop AirBnB!
479	Housing use/ownership	Short term rental			Actionable	Affordable housing is a major issue, even for those of us making more than minimum wage Air BnB's are disruptive to neighbors
487	Housing use/ownership	Short term rental			Actionable	2) crack down on AIRBNB/VRBO - those houses already exist and could be RENTED to locals versus out of towners

Housing Use and Ownership Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
510	Housing use/ownership	Short term rental			Actionable	Develop control of vacation rentals and properties and stop developing student housing with business space that sits empty.
522	Housing use/ownership	Short term rental			Actionable	We should start with limiting short term rentals and vacation homes in Flagstaff, and consider building affordable housing after these two issues have been addressed.
527	Housing use/ownership	Short term rental			Actionable	Must change the paradigm regarding vacation rentals. Must.
579	Housing use/ownership	Short term rental			Actionable	Grants are fine, but I also think you should have an extra tax for short term rentals. It is a business, after all. If str owners do not like paying these extra taxes they may be inclined to put their house in the market and thus free up some housing inventory, or turn it into a ltr, which would also add to the housing inventory.
109	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	Flagstaff does not need more 5 over 1 residential complexes. The root cause of high housing costs are the abundance of second homes, vacation homes, and vacation rentals (AirBnB, VRBO). Flagstaff should work to limit/restrict the vacation rentals and/or heavily tax non-residents.
203	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	I would like to see options for discouraging purchases of non-primary residences in Flagstaff. For example, much higher taxes on non-primary residence homes, ways to discourage use of homes for Air B&B/VRBO rentals.
208	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	(2) Does the city of Flagstaff have the power to add a small property tax to second homes that are not under long term leases (i.e. STR, vacation homes)? This property tax could be used to fund in part affordable housing. Would make a small barrier to owning a second home or investment home (STR) in Flagstaff. This barrier could help potentially deter those home purchases, saving inventory for primary residents, while at the same time funding other affordable housing projects. Those owning second homes are not likely to be burdened by a small tax increase, while a sales tax for all residents just makes cost of living for all go up.
213	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	None of these solutions address the fact that second homes and short term rentals have saturated the housing market in our city. Flagstaff does not necessarily need to develop more affordable housing. A better solution would be to enforce limitations on AirBnB and other such companies within city limits. AirBnBs should not be run by huge corporate companies, they should be run by locals looking to make a few bucks by renting out their extra space. The income from vacation rentals should be going back into the community. Monitoring short-term rentals in this town and creating legislation that would limit how much they operate would help immensely.
214	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	Increased taxes on second homes in Flagstaff would also limit the amount of houses sitting empty the majority of the year while its owners are living their lives elsewhere. If we could address the huge amount of vacation homes and short terms rentals in our town, housing would be more accessible for Flagstaff locals.
229	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	Create a community tax on second home and short term rentals to fund affordable housing
254	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	I do believe the first two priorities instead of 'how do we give hand outs or improve ability to provide hand outs' it should be (1) what logical policies can we put in place now to protect primary home ownership in flagstaff which could include regulation/taxation policy updates on 2nd home and short term rentals
380	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	Protect housing stock for Flagstaff Residents by implementing a vacation/second home tax
474	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Actionable	allowing local government to dictate how companies like AirBnb and VRBO operate in the city would be one of the largest possible steps towards opening up housing in Flagstaff. Similarly, disincentivize 2nd (and 3rd, 4th, etc) home ownership. Nobody needs three houses that they just use to rent out.

Housing Use and Ownership Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
76	Housing use/ownership	Short term rental			Non-Actionable	Not allow short term rental (air b&b).
310	Housing use/ownership	Short term rental			Actionable	This is where the Air BnB strategy fits in. A lot of housing stock to turning over to second home buyers and Air BnB rentals.
385	Housing use/ownership	Short term rental			Actionable	I believe trying to apply short term rental restrictions on existing properties harms owners who are using the rental as a way to help with mortgage payments
505	Housing use/ownership	Short term rental			Non-Actionable	Limiting vacation rentals will hurt the economy. Driving down the cost of living around the university could help single families afford an apartment.
199	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Non-Actionable	The headwinds created by the second home market and STR are too strong for the city to overcome financially. The city does not have the finances to reverse these headwinds.
210	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Non-Actionable	The strategy to improve "affordable housing" need to address the problem were listed: building cost, vacation rental, residence income ...etc. Affordable housing strategy should be making resident affordable the housing, not create housing affordable.
415	Housing use/ownership	Short term rental	Second home/non resident/investor owners		Non-Actionable	There it is. Without a doubt VRBO and second homes are the largest issue. The working class cannot compete with California or Phoenix. They donâ€™t stay or rent their places and it makes for an aweful community.
104	Housing Use/Ownership	Short Term Rentals			Actionable	Reduce the number of short term rentals. Houses that could be used as single family dwellings are being bought up by out of town people who are flipping them to become short term rentals. This is causing a shortage in long term rentals and homes to buy.

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
1	People	Equity/Bias/Displacement/Eviction			Actionable	Look at Racial equity information from survey
260	People	Equity/Bias/Displacement/Eviction			Actionable	Using racial equity as an endpoint is demeaning. Equity should be class based, which will help all citizens regardless of racial identity.
281	People	Equity/Bias/Displacement/Eviction			Actionable	"Connect 1.3"... do not remove qualified community servants from commission appointments because they don't meet the racial quota.
286	People	Equity/Bias/Displacement/Eviction			Actionable	First off, fair does mean equal. Artificially creating 'equity' through city policy won't create equity. Focus on coming up with a plan that is fair to developers and fair to community members.
294	People	Equity/Bias/Displacement/Eviction			Actionable	Education on wealth distribution
297	People	Equity/Bias/Displacement/Eviction			Actionable	Stop focusing on race. The biggest disparity is INCOME. Low-income people need to be treated equitably and fairly. This can be done without the inclusion of race as a factor. Also, many of the homeless in Flagstaff are not homeless because of racial inequality.
306	People	Equity/Bias/Displacement/Eviction			Actionable	Partner with the NAU Center for Health Equity Research or invite as stakeholder to support the efforts.
369	People	Equity/Bias/Displacement/Eviction			Actionable	Housing Equity begins at construction.
414	People	Equity/Bias/Displacement/Eviction			Actionable	I think the focus should be on economic inequalities not on race/gender discriminations. If we focus on bridging the economic gap it will help minorities more on average than putting the focus on just helping based on if they are a minority or not
416	People	Equity/Bias/Displacement/Eviction			Actionable	Strongly discourage the "equal outcome" rhetoric. Let's find ways to help those that need it without completely dismantling the necessary incentives that drive a capitalist society.
523	People	Equity/Bias/Displacement/Eviction			Actionable	Encouraging participation of minorities, low-income people, and other protected classes should be an essential part of any plan or commission within the City and other government organizations.
552	People	Equity/Bias/Displacement/Eviction			Actionable	Equity is only possible if lower income households are given the same opportunities for housing and interaction with the Flagstaff community, meaning that they absolutely cannot be siloed into less-desirable areas.
613	People	Equity/Bias/Displacement/Eviction			Actionable	how does the city of flagstaff define eviction prevention - what does that look like from the City's perspective.
614	People	Equity/Bias/Displacement/Eviction			Actionable	how would the city deal with non legal evictions? Legal representation. DNA can provide for some elligble clients, full time minimuum wage do not qualify for specific legal advice. Can we create programs for those who can not apply? Federal poverty guidlines - DNA. we have to turn away even folks that financially qualitify because of limited findng
617	People	Equity/Bias/Displacement/Eviction			Actionable	How does this plan address genderfication

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
259	People	Equity/Bias/Displacement/Eviction			Non-Actionable	Equity is not equality. Creating a biased system to help the disadvantaged is noble, but still biased.
394	People	Equity/Bias/Displacement/Eviction			Non-Actionable	Flagstaff police could adopt a more race neutral enforcing policy, and stop creating so many who have criminal histories.
457	People	Equity/Bias/Displacement/Eviction			Non-Actionable	Equity is not attainable in the real world. No government policy has ever succeeded in achieving equity anywhere in the world. The pursuit of equity is fundamentally irrational and has no place in government policy. We should be fair with the way government treats people but we can't expect the same outcome for everyone. The Housing Commission should not waste their time on it.
508	People	Equity/Bias/Displacement/Eviction			Non-Actionable	In general, I as a white male am invisible to police. Many of my Hispanic and native fellow workers are not so lucky, and seem to get pulled over and harassed constantly. The move to stop criminalizing minorities needs to start somewhere, maybe here and now?
2	People	Existing resident focus/Protect current residents			Actionable	percentage of people considering leaving in concerning. We can not continue with business as usual.
12	People	Existing resident focus/Protect current residents			Actionable	Aslen - we should cater to builing the specific kind of units that lower income folks are able to and attracted to moving into.
18	People	Existing resident focus/Protect current residents			Actionable	Mccarthy - Page 7, under Preserve affordable housing heading, ADD NEW ITEM: Protect 3: Support legislation that will encourage occupancy of Flagstaff housing by Flagstaff residents rather than for second homes,
39	People	Existing resident focus/Protect current residents			Actionable	People look for where they can survive (and in these times "survive" might be the best word). If Flagstaff provides, they will come. Can we first serve people who are already here? Where will the money come from to serve everyone who wants to be here and all that requires?
85	People	Existing resident focus/Protect current residents			Actionable	How to serve the people who already live here rather than to create opportunity that results in people moving here to access Flagstaff's generosity.
408	People	Existing resident focus/Protect current residents			Actionable	crime free protects neighborhoods it needs to stay in place
463	People	Existing resident focus/Protect current residents			Actionable	Put your focus on the outcome of your decisions because they impact your permanent resident constituents. Do not focus on temporary residents, they leave. Put your focus on the basic needs that come with housing. Remove your personal career ladder visions and lead for the good of the families who were born here and those who are permanent in the city. Focus on long term outcomes beyond 10 years.

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
368	People	Existing resident focus/Protect current residents			Non-Actionable	Place life security and well being above profit and business.
31	People	Existing resident focus/Protect current residents			Non-Actionable	In the plan you will read the data. You will see the statistics. But you won't see the faces. Unfortunately I do on a regular basis. I consistently meet with locals that are doing everything that society has asked of them. They work hard, often at multiple jobs. They save. They budget. And still, they can simply not afford to buy a home here. Or they struggle to make monthly rents with no solutions insight. They will ultimately need to leave without our community addressing the housing crisis. Not by choice, either.
196	People	Existing resident focus/Protect current residents			Non-Actionable	Quit catering to NAU students and start thinking about the full time residents. We need affordable housing. We need to focus on Flagstaff residents and stop building new expensive student housing complexes. It's getting ridiculous!
406	People	Existing resident focus/Protect current residents			Non-Actionable	Protect the Flagstaff people who actually pay the taxes with No Criminals in their back yard
514	People	Existing resident focus/Protect current residents			Non-Actionable	The city seams to want to force growth onto the residents. No wonder people are leaving. Government focus should be on ALL residents, not just the ones who want to live beyond their means. We all can't live in paradise...until we die!
10	People	Existing resident focus/Protect current residents			Actionable	Aslan- Couple the goal we acknowledge that what we are trying to do is that if someone is here and wants to remain here, that they are able to remain here - Needs to be stated very specifically.
43	People	Fair housing/protected classes			Actionable	SOID protection - This is something I am researching right now as it's so relevant in the current housing market. I was hoping to find a municipality I could work with on creating a SOID protection policy and use this as an example for others to follow.
356	People	Fair housing/protected classes			Actionable	2.2 and 3.3 both fall under the current Arizona Fair Housing Act. The high prices of Flagstaff housing and inaccessibility to our hard working residents is not due to "elite" communities (as mentioned in 2.2) or discrimination (as mentioned in 3.3). I recommend we pursue new solutions instead of reiterating existing fair housing laws.
383	People	Fair housing/protected classes			Actionable	I don't understand 3.3, aren't these already protected classes?
399	People	Fair housing/protected classes			Actionable	Do you have a further explanation/strategy for Protect 3.3?

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
637	People	Fair housing/protected classes			Actionable	Protect 1: Continue Flagstaff's commitments to further Federal and Arizona Fair Housing laws in all housing-related services and programs, support those who seek to reduce barriers to equitable opportunities, and provide Fair Housing education and resources to the community. The Institute reviewed the City's pre-application and application process for its various public housing programs and identified areas where the process violates federal law. See Dec. 2019 letter and the summary of that letter above.
640	People	Fair housing/protected classes			Actionable	Protect 1.4 Research ways to provide incentives to landlords who rent to those with any housing voucher or housing barriers such as poor credit, criminal history etc. We agree that existing housing barriers need to be reduced. However, the City's plan only addresses providing incentives to landlords to take down those barriers. The City should also explore ways it can create, implement and enforce protections for tenants. The HUD guidance discusses several methods entities can use to protect tenants, such as limiting the look-back period for criminal history and not consider arrests. See HUD Guidance. In addition, the City's termination policies concerning purported criminal activity must be evaluated pursuant to the HUD guidance regarding victims of crimes. HUD, Office of General Counsel Guidance on Application of FHA Standards to the Enforcement of Local Nuisance and Crime-free housing ordinances Against Victims of Domestic Violence, Other Crimes; and Others who require Police or Emergency Services (Sept. 13, 2016). The City should ensure the landlords implement and follow that guidance.
643	People	Fair housing/protected classes			Actionable	Protect 3.3 Explore expanding State and local fair housing protected classes to include items such as age, source of income, sexual orientation and gender identity. Flagstaff has a current obligation to follow Federal, State and local laws with regard to protected classes. In addition to Title VI of the Civil Rights Act, the City must follow its own non-discrimination ordinance, 14-02-001-0001. The ordinance states: It is the policy of the City of Flagstaff to eliminate prejudice and discrimination due to race, color, religion, sex, age disability, veteran's status, national origin, sexual orientation, and gender identity or expression, in places of public accommodation and in employment The problems with the City's subsidized housing programs regarding protected classes have been highlighted above and in the prior letter to the City from the Institute. See Dec. 2019 letter. We agree that the City should expand the protected categories of persons, but that could be done immediately under the current ordinance and federal regulations.

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
273	People	Health and housing/Healthcare			Actionable	2.3 concerns me because, although I don't think this is how it's intended, the way it's phrased it could be construed to mean that housing would be used as an incentive for, or be contingent on, improvements in a person's behavioral health. Safe and clean housing is a human right, so this would be unacceptable. If the phrasing is changed to reflect this I think this would be a very good option.
276	People	Health and housing/Healthcare			Actionable	I don't like any emphasis on "moving up the housing ladder;" we shouldn't have housing that's poor enough quality that people need to move up out of it. People should move because their needs and situations change, not because they need to escape a bad housing situation. The rhetoric here is too close to "poor people should just find better jobs" for my taste. The phrasing of 2.3 makes me worry that people could use housing as an incentive for better "behavioral health." This would be bad, and I would unreservedly support this part if it were rephrased to disallow that.
634	People	Health and housing/Healthcare			Actionable	Connect 3.1 Raise awareness of housing security as a social determinate of health. The manner in which the City will reach this “goal” is not outlined in the draft Plan.There are lots of research studies and reports currently available on this this topic, and the City should incorporate this research into its publications and materials. Please describe what specific efforts the City will undertake, how it will execute the stated goal, and any evaluation the City proposes to use to test its effectiveness. Please also explain how disseminating this information to the public will further the goals of closing the housing gap and reducing homelessness.
635	People	Health and housing/Healthcare			Actionable	Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health. The manner in which the City will reach this goal is not outlined in the Plan. Please describe what specific efforts the City will undertake, how it will execute the stated goal, and any evaluation proposals. Please also explain how encouraging these practices will further the goals of closing the housing gap and reducing homelessness.
636	People	Health and housing/Healthcare			Actionable	Connect 3.3 Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable. We are concerned about the wording “when viable.” Please delete those words. The City must have a schedule and plan to collect data with regard to determining metrics of the Plan’s success within the community. The City must also let the community know about this data and its analysis. The City must have concrete deadlines and action items if it wants to successfully address the Housing Emergency.
258	People	Health and housing/Healthcare			Non-Actionable	Treat Health as a separate issue

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
278	People	Health and housing/Healthcare			Non-Actionable	Try to create health insurance incentives that decouple health care from housing security. Healthcare should not be a function of what kind of dwelling place one lives in.
289	People	Health and housing/Healthcare			Non-Actionable	Healthcare and housing should not be connected. While shelter is a fundemental part of maslow's hierarchy of needs, it should be a driving factor in building homes.
302	People	Health and housing/Healthcare			Non-Actionable	The Homeless, need Mental Health Care but from workers that care not state facilities
303	People	Health and housing/Healthcare			Non-Actionable	Leave people decide how they want to heal themselves . get out of humans way . Criminal , illegal mislead mandates will go real bad soon .
304	People	Health and housing/Healthcare			Actionable	How about partnering with NAU and CCC to promote education and even provide health services- there is a College of Health & Human Services and there is Allied Health as well as nursing programs at both institutions
6	People	NIMBY Dynamics			Actionable	How do we combat NIMBY
68	People	NIMBY Dynamics			Actionable	It is beyond my comprehension that our Council would say they prioritize affordable housing, then pander to the wealthy, NIMBY neighbors in that area and throw up their hands as if they can't do anything about it. You can house our neighbors on land you already own. It's as simple as that. Do the right thing.
351	People	NIMBY Dynamics			Non-Actionable	Yes. Why does NIMBY always skip wealthy areas? I am so tired on enclaves of wealth in this town, and the City bending over backwards to accommodate gated communities, etc.
353	People	NIMBY Dynamics			Non-Actionable	I'm not sure you can educate the "NIMBY" mentality out of most people.
391	People	NIMBY Dynamics			Non-Actionable	Oh geez. Public outreach won't tackle NIMBY...come on.....The way you deal with NIMBY is grow a spine. "We" saved sunflowers from development!!! Perfect land for affordable housing and we as a community chose a flower that is around for 3 weeks over putting housing in place to help hundreds of low income folks.
421	People	NIMBY Dynamics			Actionable	There is a lot of NIMBY that comes with some of the proposals for both student and affordable housing and I believe a lot of it comes from the fact that it is always taking open space (big reason people live here) and putting in a development. We already have serious traffic issues and in my area of town; multiple student housing and apartment complexes have been put in within the last few years, with more on the docket, plus the hospital but no infrastructure changes to support the added traffic. It is better to utilize existing vacant areas that are close to town, where people work and where reliable public transportation already exists. We shouldn't be building on every piece of land that is available, as eventually, there will be none left and the reason many people came to Flagstaff will no longer exist. There has to be a balance of housing, greenspace and alternative transportation that connects it all.

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
395	People	Tenant type concerns			Actionable	I'm wary of some of the initiatives to benefit justice-impacted citizens - specifically those with a criminal record. My support of and comfort with such policies would strongly depend on what types of criminal records would be allowed. I wouldn't want someone with a violent criminal past (including sexual assault/molestation) or a history of breaking and entering living in my neighborhood.
638	People	Tenant type concerns			Actionable	Protect 1.2 Work with community partners to ease reentry, assess the need for alternative housing models and processes, and create necessary programs that address the systemic and structural barriers to justice-impacted citizens. Approximately one in three adults in the United States has some form of criminal record—similar to the ratio of adults with 4-year college degrees in the U.S. Matthew Friedman, Just Facts: As Many Americans Have Criminal Records as College Diplomas, Brennan Center for Justice (Nov. 17, 2015). As the Plan acknowledges, justice-impacted persons face challenges finding affordable housing. We agree with the City's plan to examine this issue, but the draft Plan needs to include concreate action items. The research shows that the use of criminal records has a disparate impact on tenants and prospective tenants who are persons of color. As explained above, HUD guidance outlines practices that encourage fair and equitable housing practices for justice-impacted persons. See HUD, Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016) ("HUD Guidance") HUD provides a list of practices that are prohibited, including the use of arrest records to exclude a person from a residence (p. 5), blanket exclusions for a criminal record (p. 6), and the reliance on erroneous and outdated records (p. 6, footnote 29). We recommend the City use the HUD guidance and create concrete policies and procedures to implement that guidance.
396	People	Tenant type concerns			Non-Actionable	Also, I'm not proud of it, but I worry about the potential impact of lower income tenants/homeowners on crime rates in my neighborhood.

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
639	People	Tenant type concerns			Non-Actionable	Protect 1.3 Flagstaff's Housing Limited English Proficiency (LEP) Plan The City has not published a LEP Plan. The City must create and publish a LEP Plan for community review to determine sufficiency of the Plan. Further, we identified the following problems concerning language access: First, the City's website is entirely in English, including information about its housing programs. Persons who do not speak or read English must be able to access information on the City's website. Second, of the four "target" neighborhoods identified in the Plan, 33 percent are Hispanic or Latino. Draft Plan at 36. In addition, in 2019, 16.4 percent of City residents spoke a language other than English. U.S. Census Bureau, QuickFacts: Flagstaff, Arizona (2019). Given these statistics, the City must examine whether it is meeting the population's needs. The City must also comply with federal law with regard to its LEP. As explained above, under federal law, discrimination against LEP persons is a form of national origin discrimination under Title VI. HUD guidance also prohibits language barriers that can preclude access to programs and services to LEP persons. Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice, Federal Register, Vol. 72, No. 13, at 2732 (Jan. 22, 2007). HUD also addressed the issue of the written translation of documents, stating that HUD recipients should translate "vital documents" into other languages "for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered." Id. at 2745. It described vital documents as "those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically." Id. at 2736. Examples of vital documents include consent and complaint forms; intake forms. with the potential for important consequences; notices advising LEP persons of free language assistance; and "applications to participate in a recipient's program or activity or to receive recipient benefits or services." Id. at 2744. As noted above, the City, in
32	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	I did not see this brought up and I know that our three locations: Sandstone Senior Living, Senior Meadows, and Clark Homes…all have waiting lists for our homebound, low income seniors. The population of 65+ seniors is projected to double in the next 10 years as the aging Baby Boomers will out number the younger generation.
33	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	Housing for people with disability

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
42	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	One thing we have been exploring and advocating for lately is the targeting of resources for households who are most at risk of eviction, homelessness and housing instability and using data to drive decisions on where resources should be targeted. E.g Increasing outreach and navigation services for veterans and LGBTQ youth (Who are overrepresented hugely in national data), using available eviction data to target legal assistance and rental assistance navigation and building relationships with tribal communities to better understand how homelessness presents on and off tribal land and support native american populations. I'm applying a statewide lens here so it could well be that some of these ideas don't apply to Flagstaff as much as in other areas.Perhaps adding some language that captures who is experiencing homelessness and housing instability the most in Flagstaff and some suggestions on strategies to target resources would be useful. I've been working with the BOS Governance Advisory Board on the Race and Social Equity committee and had pulled some data for Coconino which shows a huge disproportion in Native American homelessness (Table pasted below) and so some specific language to address that disparity would be good to see (Sorry of this is already in the report and I've missed it!).
101	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	MUST develop housing for disabled..ramps, rolling under the counter, lower counters, cubboards etc...audible signals for blind, warning lights for deaf.....
268	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	plan for all disabiitis, blindness, hearing loss, mobility issue
270	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	Educate the public on the financial benefits to society of housing the homeless. There are many studies showing it can be cheaper to give someone free housing than let them be homeless, which sucks up more resources from the community.
314	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	diability concerns
433	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	disability concerns when designing houses & common areas
618	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Actionable	what are the strategies the reduce homelessness.
299	People	Vulnerable population (people with disabilities, unsheltered, seniors)			Non-Actionable	House the homeless ON NAU campus. Allow them free medical care at Fronske.

People Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
293	People	Vulnerable population (people with disabilities, unsheltered, seniors)	Health and housing/Health care		Non-Actionable	Since we agree that housing security has a direct effect on health, we should get rid of the anti-camping ordinance that is being used to enable the harassment and bullying of our unsheltered indigenous community members. There are already laws in place for littering, the anti-camping ordinance ONLY exists to allow this discriminatory violence by our out of control police.

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
187	Financial	Affordable housing fund			Actionable	Create a fund where citizens can donate to support the affordable housing initiative. The only money that goes to the initiative is money that people gave freely for the cause.
566	Financial	Affordable housing fund			Actionable	look at habitat with humanity and revolving fund - is this a strategy that could be added to plan.
197	Financial	Budget reallocation			Non-Actionable	Dramatically decrease police budget and allocate towards affordable housing and homeless aid instead of killing unhoused people. Surely there's money in the $20,421,028 police budget to help those in need? :)
25	Financial	Financial assistance/subsidies			Actionable	address the issues and challenges in landtrust, voucher programs and how we can address those challenges
57	Financial	Financial assistance/subsidies			Actionable	federal finacial aid - needs to be more acurate to rental cost
59	Financial	Financial assistance/subsidies			Actionable	Fincial Aid and students in our lower income catagiries - FASBA helps people afford to live here.
71	Financial	Financial assistance/subsidies			Actionable	The City should dedicate ARPA funds in the creation of a Housing Loan Fund within the City so that non-profit housing organizations can apply and borrow from with little to no interest in the creation of 100% affordable housing units. These funds would then be held in perpetuity.
110	Financial	Financial assistance/subsidies			Actionable	EAH - The feels appropriate for a very small group of employers, most of which provide better wages already anyway, doesn't hurt to allow this but don't put too much of a burden on smaller employers.

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
126	Financial	Financial assistance/subsidies			Actionable	These are huge undertakings costing a lot of money. But rather than looking at this as money lost, it must be thought of in terms of how the housing market has operated without viable alternatives. Granting struggling individuals $10,000 more in down payment assistance or $2,000 more in rental assistance will be appreciated by those individuals in the short term but will quickly be diminished when the housing market rises $100,000 or rents rise $2,000 per year. This money can come from bond measures, special taxes, moving money from other city departments, working with other cities to change existing state laws (such as on inclusionary zoning, second home taxes, and short-term rental taxes), or other means. The important thing is that it is found because people need actual alternatives to the unaffordability of the market.
158	Financial	Financial assistance/subsidies			Actionable	The one program that seems to help with affordable housing, is down payment and payment assistance. Along those lines, establishing down payment programs as well as income based mortgage payments seems the most worthy solution. This can be done with city money or other grant money, such as might be earmarked in federal spending. Flagstaff is not the only community with this problem, in fact, in recent years, many other municipalities are fairing worse than we are now. It has just been a problem for us, for longer.
243	Financial	Financial assistance/subsidies			Actionable	Developers who specialize in low income housing with the the use of LIHTC should be utilized. There are extra precautions of accountability included with the program.
269	Financial	Financial assistance/subsidies			Actionable	Pay the down payments for low income houses if the landlord sells at a reasonable price and bill the family by the month until the down payment is paid back.

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
309	Financial	Financial assistance/subsidies			Actionable	Tax credits are federal and available only for commercial properties (not for ownership). Arizona does not have preservation tax credits (except for owner-occupied properties). It is difficult to provide an informed answer to some of these questions.
418	Financial	Financial assistance/subsidies			Actionable	We need rental assistance and down payment assistance. Owning a house is more affordable right now for a family of four than renting.
436	Financial	Financial assistance/subsidies			Actionable	Assisting folks in finding and navigating programs that may assist them is very appropriate. The idea that possibly 47% of the population will need some degree of assistance to continue to live in flagstaff is wildly inappropriate.
576	Financial	Financial assistance/subsidies			Actionable	student loan debt is that increasing housing cost inflasion. Add language
382	Financial	Financial assistance/subsidies	Tenant type incentives		Actionable	1.4 might be better split, there's a big difference between the perceptions of incentives for renting to a voucher holder and incentives for renting to criminal history? Isn't that pairing two very different things?
106	Financial	Financial assistance/subsidies			Actionable	The cost of living in Flagstaff is NOT represented by the wages here. There needs to be either incentives for employers to help employees achieve home ownership or increased wages. This is an expensive town to live in with small town earning opportunities. It would be nice if the city put more effort into supporting it's tax paying citizens and creating ways for middle income earners to make ends meet. Thank you

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
475	Financial	Financial assistance/subsidies			Actionable	First-time home buyer resources and initiatives should include incentives for sellers to select offers from first-time home buyers and those purchasing with FHA, USDA, and VA loans over conventional/cash offers. If no incentives, then maybe mandating that only buyers who will be the primary occupant of the house are allowed to submit offers for a certain time period after a listing goes live, then opening to second homes, flippers, and investors after that if no desirable offers are submitted. Maybe mandate home inspections as well so buyers don't have to feel forced to waive those contingencies in order to win a bidding war.
577	Financial	Financial assistance/subsidies			Actionable	I don't want Flagstaff subsidizing helping people buy their own homes, because those folks will then turn around and sell those homes at full price on the open market, and Flagstaff will be right back where we started with insufficient low income housing. Same thing happened with the poorly written law to subsidize diesel vehicles in AZ many years ago. What a waste of taxpayer money! I consider myself pretty liberal, but not to the point of wasteful, poorly thought out initiatives.
581	Financial	Financial assistance/subsidies			Actionable	I believe that housing is a right. In Europe many countries guarantee that with government subsidies for most of the population. The “Housing Continuum” of inevitable home ownership is not the goal. Making sure everyone has a place to live that is affordable and stable is the priority. Obviously that is not the case here in Flagstaff or the US but we should strive toward that. Subsidies are the main way we should be increasing our affordable housing. I very much appreciate the part of the plan that examines the ways we can do this. I think a bond issue that earmarks land purchase by the city for building affordable units is necessary..
5	Financial	Income focused strategies			Actionable	Connect AMI with strategies.

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
172	Financial	Rent cap/control			Non-Actionable	Lower/create a rent cap for affordable housing units. Rent caps could help everyone.
220	Financial	Rent cap/control			Non-Actionable	Also consider rent-control, as a handful of people in Flagstaff have become multi-property slumlords, who require tenants to pay rent in cash so they can avoid declaring the income.
295	Financial	Rent cap/control			Non-Actionable	Legislation should be included that only allows rent increases to match inflation. There is very little protection for tenants from landlords raising their rent. This should be considered when planning for a safe and healthy living situation.
386	Financial	Rent cap/control			Non-Actionable	I think there should be a limit on how much rental agencies can increase rent year to year.
257	Financial	Shared equity			Actionable	It would also be good to ensure that any program is providing some amount of shared equity to the end user. For example: with a affordable rental, that each month's payment would have a percentage of which would be put away for an equity payout if certain requirements are made over a specific time frame.
412	Financial	Shared equity			Actionable	Please considered a more diverse shared equity model.
19	Financial	Taxes			Non-Actionable	for instance, lower property taxes on properties occupied as primary residences. (This is included in the Page 44 table, under Protect 3.1.)

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
113	Financial	Taxes			Non-Actionable	Please don't increase sales taxes. The overall cost of living is so high here, which needs to be considered when thinking about affordable housing. If you get someone into a home, but they can't afford the high tax rates, expensive groceries, health care, clothes, childcare, entertainment, etc., they are still going to struggle. We already have an incredibly high sales tax rate, comparable to the biggest cities in the country; cities that provide many, many more resources for their residents than Flagstaff does. Increase property taxes, sure. Those of us who already own homes can pay it forward. But please not sales taxes. That affects everyone equally, including those who need help the most. I can't even believe raising sales taxes is a serious consideration for increasing affordable housing. The overall cost of living needs to be part of the equation.
165	Financial	Taxes			Non-Actionable	Remove or greatly reduce sales tax from construction materials.
205	Financial	Taxes			Non-Actionable	I do not believe adding onto a sales tax rate that is already higher than 84% of Arizona makes living in the city more affordable. This housing issue will likely cause me to quit my job and move out of town.
215	Financial	Taxes			Non-Actionable	Spending more and increasing taxes does the opposite of solving the housing crisis in Flagstaff. Lower income families are disproportionately impacted by increased sales taxes and fees related to community services. We need to stop the policy of throwing money at the problem instead of actually accomplishing something. Setting goals are reasonable, but what quantifiable changes can actually be made?
537	Financial	Taxes			Non-Actionable	You need to listen to the people of Flagstaff (NOT the out of state & city students) actual business owners and taxpayers in the city but most importantly in the county! We do NOT need more programs! WE do NOT need higher taxes! Cuts taxes and see how much changes and prospers.

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
200	Financial	Taxes			Non-Actionable	It is counter productive to ask the residents to pay more to fund affordable housing solutions. The citizens already struggle with housing cost, asking them to pay more in taxes is essentially increasing the cost of living for those residents. Working with urban areas to develop affordable housing seems like the most feasible solution. Flagstaff will always be an expensive area to live due to our geographic location, cost to build and access to resources.
230	Financial	Taxes			Non-Actionable	How about create a way to lower ALL taxes!!!! Not create many ways to increase them!!!!
236	Financial	Taxes			Non-Actionable	The over taxing, and allocation of funds only line the Councils pockets and do not nor have ever helped. An example are the projects in inner cities, these policy are the same, and the prison the projects created for people who are poor created their crisis.
344	Financial	Taxes			Non-Actionable	Lower taxes significally! This would fix many issues! People would have the money to take care of things themselves! Businesses would not go out of business because of the stupid green deal control crap!
506	Financial	Taxes			Non-Actionable	It is NOT the respinsibility of Flagstaff residents to pay for healthcare housing for others via taxes nor is it the responsibility of an employer to provide housing unless it part of a benefits/pay packge.
525	Financial	Taxes			Non-Actionable	We can't solve all of the problems with new spending and new taxes. Creative solutions within the current systems are necessary to get things started..... I do NOT support tax increases for this purpose or segregation of people for any purpose based on any factors, including race, gender, income, etc.
578	Financial	Taxes			Non-Actionable	As a member of the lower income group and not a contributor to the problem, I would object to paying extra taxes to the city, or having the city spend parts of the taxes I contribute, to fixing this problem.

Financial Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
20	Financial	Taxes			Actionable	Mccarthy - Create 2.2: The existing policy is that development should pay its own way so that the existing property owners are not required to have higher taxes to subsidize new development. (Ties into Create 5.4.)
128	Financial	Taxes			Non-Actionable	Our political leaders need to hear this message loud and clear. Flagstaffers as a whole are not interested in large tax increases or cuts to basic services to subsidize our neighbors' housing. We already pay a ton for our houses; how can we afford to pay for someone else's too?!! Housing might be a "right", and of course we're all fans of equity, but owning or renting a house *IN FLAGSTAFF* isn't a person's right in the USA or Arizona just because they showed up here- or even if born here. This is a premium location that comes at a premium price, and people need to decide privately on how to manage that tradeoff. Parks, Mountainaire, and Winslow are just down the road for those who want something more affordable. Let's get real. Abandon- permanently and completely- the strategies that involve using tax money to subsidize housing in Flagstaff.
79	Financial	Taxes			Non-Actionable	I worked hard at a union job to pay for my house. Why should I be expected to pay for some irresponsible deadbeat's house.
81	Financial	Taxes			Non-Actionable	Government subsidy only burdens the taxpayers.
291	Financial	Financial assistance/subsidies			Actionable	I'm wary of the "one stop shop" for pre-approval, but I might be misunderstanding. I'm hoping simplifying this process doesn't entail skipping steps, like income verification, that result in people being qualified for housing they cannot afford as that was a significant factor in the housing market crash in 2008.

Housing Programs Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
247	Housing Programs	Cohousing			Actionable	Add: explore the option of city development of co-housing projects to reduce footprint of individual units and to build neighborhoods, not simply houses/units. Municipal co-housing projects have been successful elsewhere in the U.S. and Europe. The city needs to be the major investor in affordable housing, rather than depending on a 10% allotment from developers.
305	Housing Programs	Cohousing			Actionable	a form of municipal co-housing would go a long way toward addressing social needs and health needs of residents.
563	Housing Programs	Cohousing			Actionable	Co-Housing Approcoate. Instead of thinking about units built you begin to think about neighborhoods built - smarter approach, address issues like child care and transporation. Co Housing - Norther California the Co-Housing idea of smaller units, building a neighborhood is built by a goverment intity.
599	Housing Programs	Cohousing			Actionable	Additional Strategies to be Considered: - - Give serious consideration to city-sponsored cohousing projects. Cohousing can address many of the health needs of individuals, families, and the elderly.
312	Housing Programs	Existing home improvement			Actionable	most folks in their houses cannot afford the upkeep. remember the equity most have in their homes is the only assets they have to keep them in their old age
341	Housing Programs	Existing home improvement			Actionable	This is a great section! There is tons of existing federal funding out there for "preserving" existing stock. One of many complaints I've heard about housing in Flagstaff is that MOST older (low-cost) rentals are falling apart and need repairs that the landlords don't (can't afford to?) repair.
342	Housing Programs	Existing home improvement			Actionable	Another consideration would be incentives for construction companies to do the repair work- as we all know what a shortage we have locally in good contractors willing to show up.
24	Housing Programs	Land trust			Actionable	address the issues and challenges in landtrust, voucher programs and how we can address those challenges
54	Housing Programs	Land trust			Actionable	landtrust critique - needs to be review
411	Housing Programs	Land trust			Actionable	How can we work with private landowners and other public landowners to create independent landtrust programs to keep the overall cost of building and selling a home to a minimum.
548	Housing Programs	Land trust			Actionable	I strongly support the expansion of the city's land trust efforts and strongly oppose the strategy of looking to private developers to increase the stock of affordable housing.
598	Housing Programs	Land trust			Actionable	Additional Strategies to be Considered: - Expand the city-owned and operated community land trust. F3 would like to see specific funding for the expansion of the City’s community land trust devoted to alternative housing models included in the bond.
600	Housing Programs	Land trust			Actionable	Additional Strategies to be Considered: - Identify start-up funding that would be made available for new community land trust(s) to be formed by community members, individual neighborhood associations and/or the League of Neighbors coalition. The zoning code would be reviewed and changed if necessary to ensure it’s compatibility with these types of housing.
249	Housing Programs	Land trust	Existing home i		Actionable	Update the current city land trust to allow the sale price to be increased by 100% of the cost of improvements such as solar panels or new flooring, because the current 25% of the cost of improvements is a direct disincentive to homeowner to maintain their house (unless they plan to be there for many years). The 25% market rate increase makes perfect sense to keep the housing affordable, but for improvements, it doesn't make sense.

Housing Programs Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
124	Housing Programs	Land trust	Public/City-owr		Actionable	Options like public housing and community land trusts need to be increased on a massive scale and quickly. By massive scale, I mean to at least 20% of the rental and home sales market. By quickly, I mean buying up properties already built rather than working with developers to make a small percentage of new developments affordable.
246	Housing Programs	Land trust	Public/City-owr		Actionable	go beyond "exploring" city land trust to "expanding and implementing city land trusts." Rather than relying on the market to address our housing needs, the city should take on the main responsibility for providing affordable housing to residents.
186	Housing Programs	Land trust			Non-Actionable	After having several meetings with community members who are a part of the community land trust, I really support what they are doing for affordable housing in flagstaff.
99	Housing Programs	Public/City-owned/created housing			Actionable	I would like the City to consider going into the housing business - a really bold suggestion. I am not sure how to do this, but one idea is to create a non-profit arm of the city (similar to a for profit corporation also having a non-for profit foundation thru which fundraising can be done). This entity would be funded by the city and could also apply for grants and accept donations. This entity can then buy parcels of land (for example the site of the former MVD building across from Target or the site where Kohl's currently is) and build affordable houses. The entity would provide the mortgages to those homeowners and could also provide low interest/no interest loans for the homeowners to upgrade the home (new carpet or appliances). Mortgage fees and interest income would provide one source of income to the entity. The homes could be duplexes or those types of structures and there would be an HOA fee that the entity would collect. With that fee the entity would maintain the exterior of the homes/ roofs / exterior paint and landscaping to maintain the appearance and appeal of the property. As vital as affordable housing is to the City, the City needs to be very proactive in making it possible. The City cannot rely on private developers and incentives to achieve its goals because the City's goals and the developers' goals are entirely different - almost opposite to each other.
117	Housing Programs	Public/City-owned/created housing			Actionable	1. City to develop, own, and operate apartments. Most "affordable" units see price increases, making them unaffordable within a few years.
133	Housing Programs	Public/City-owned/created housing			Actionable	Incentives for private developers to create more affordable housing are fine but will not be enough. We are not going to be able to deal with our housing crisis without public housing, and I would like to see that option discussed more explicitly and highly prioritized. Rent for public housing should be pegged to Flagstaff's minimum wage and/or the costs of maintaining the housing units, and these numbers should be included in the public housing units' charters. I think that funds used to build public housing directly would be much more impactful per dollar than funds used to incentivize private developers or landlords to build affordable housing, as they'll still do the minimum they can get away with. We should define "affordable" in the housing plan in terms of being able to pay for the housing with 1/3 or less of one's earnings at $40 a week at minimum wage. Otherwise we open the door for expensive housing units to claim to be "affordable" if they have high income residents. Also, as far as I can tell the community sees very little benefit from the construction of new luxury housing, and I think that having a high ratio of luxury housing to affordable housing has an unhealthy effect on both our economy and community. I know that we can't do anything about what's built on privately owned lots, but we should really be insisting that no new publicly owned spaces be given for luxury housing for the foreseeable future. I know this sounds kind of extreme, but given the situation we're in I don't think it would be inappropriate.

Housing Programs Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
134	Housing Programs	Public/City-owned/created housing			Actionable	Incentives for private developers to create more affordable housing are fine but will not be enough. We are not going to be able to deal with our housing crisis without public housing, and I would like to see that option discussed more explicitly and highly prioritized. Rent for public housing should be pegged to Flagstaff's minimum wage and/or the costs of maintaining the housing units. I think that funds used to build public housing directly would be much more impactful per dollar than funds used to incentivize private developers or landlords to build affordable housing, as they'll still do the minimum they can get away with. Also, as far as I can tell the community sees very little benefit from the construction of new luxury housing. I know that we can't do anything about what's built on privately owned lots, but we should really be insisting that no new publicly owned spaces be given for luxury housing for the foreseeable future.
142	Housing Programs	Public/City-owned/created housing			Actionable	One strategy that I am not sure I saw would be the Flagstaff City running a property development / management bureau/division/economic development corp. Private developers will only do something if there's profit in it for them. Flagstaff could build and manage properties at slightly above cost and significantly reduce the cost of living for people it relies on to work the retail jobs that literally support the city government
429	Housing Programs	Public/City-owned/created housing			Actionable	The City of Flagstaff Housing (Siler homes, Clark homes, Brannen homes management) needs a major overhaul. The process seems unfair for individuals who need immediate housing but end up getting stuck on an indefinite waiting lists for substandard units.
443	Housing Programs	Public/City-owned/created housing			Actionable	Public housing has it's share of problems. To help mitigate some of those, public housing needs to be inexpensive and have different buildings, maybe 4-plexes in a circle/ cul-de-sac. P H also works better if there is pride taken in the space that belongs to each renter. This can be also accomplished by having someone who lives on site to promote sociability, i. e. host picnics, plant a community garden, coach basketball and take care of the court. Encourage and build relationships. Make a small number of work hours one of the policies of getting lower rent. Have it written in the lease. The on site host can pay a reduced rate as well, providing a job and housing at the same time.
452	Housing Programs	Public/City-owned/created housing			Actionable	Given that we can't regulate short term rentals or second homes, I don't think there's any possible way out of our housing crisis without extensive publicly owned housing. Public housing is alluded to in the draft of the plan, but I think it's important that it is addressed and (hopefully) recommended much more explicitly, and as fundamentally separate from subsidized private housing. There are many examples worldwide of successful public housing systems, one well known example being Vienna, which we could use as models.
597	Housing Programs	Public/City-owned/created housing			Actionable	Additional Strategies to be Considered: - Expand the City's effort and budget to purchase land for the explicit purpose of building city-owned affordable housing. F3 would like to see significant funding earmarked in a housing bond for purchase of available property by the city specifically for affordable housing. The city can then work with a builder of their choice to build affordable housing. The draft plan makes a clear case that Flagstaff needs to move away from relying so heavily on the private market to address the bulk of our housing needs

Housing Programs Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
607	Housing Programs	Public/City-owned/created housing			Actionable	talk more about public housing and RAD in plan since this will be within those 10 years.
623	Housing Programs	Public/City-owned/created housing			Actionable	Public housing and subsidized private housing have dramatically different economics, challenges, and effects on both the housing market and the broader community. It is unlikely that we can provide adequate affordable housing to Flagstaff's residents, unless a large enough fraction of Flagstaff's housing is public housing that it strongly affects the cost of housing in the broader market. We recommend that the housing plan include separate analyses of both subsidized and public housing, and that the housing plan recommend extensive public housing.
641	Housing Programs	Public/City-owned/created housing			Actionable	Protect 1.5 Ensure that public housing programs are administered according to federal law. The manner in which the City currently administers the subsidized voucher and public housing programs violate federal law. Please see the Institute's comments in the Dec. 2019 letter and in the sections above.
127	Housing Programs	Public/City-owned/created housing			Non-Actionable	Socialized/Public/Subsidized housing is a notorious disaster that is a consistent and severe failure, and it must be avoided at all costs. Notwithstanding the miserable track record of US cities at implementing such programs, Flagstaff simply can't afford do tackle public housing at an adequate scale, and will never be able to. We're a small city in a region of ten million people, most of which would like to live here if they could afford it. We can't afford to adequately fund our basic public services like public parks maintenance, transportation/streets, pensions, or the police- how can we take on the massive cost of providing public housing?
461	Housing Programs	Public/City-owned/created housing			Non-Actionable	The city has the financial ability to start, fund, and run a Housing Development/Management agency that can pull down rental rates across the city without the need to make a "profit" which currently limits the housing supply (as does second home/vacation homes that stand empty most of the year). Wages are not going up in any meaningful manner. Increasing housing costs and rising rents actually hurt the Flagstaff economy (and the tax revenues) because it constrains the disposable income residents have available to spend locally, causing them to increasingly rely on businesses that take money out of communities (i.e. Walmart, Amazon, etc.). Plus, limiting the options for affordable housing impacts the businesses that serve tourists and those wealthy enough to own vacation/second homes, which could impact long term economic activity as well.
486	Housing Programs	Public/City-owned/created housing			Non-Actionable	3) DO NOT get the city involved in buying properties and in raising taxes to pay for affordable housing. NONE of that will work nor is it a long term solution. Its a lazy solution. And this is coming from a huge tree hugging liberal. KEEP THE CITY OUT OF ANY FINANCIAL SOLUTIONS TO THIS.
112	Housing Programs	Rent to own			Actionable	Buy up small 2 bedroom homes and release foreclosures to people for $90,000 with rent to own. The rent to own market is extremely corrupt and probably needs to be run through the city to succeed.
498	Housing Programs	Task force			Actionable	My biggest take-away is that there is no current housing task force for this. I think that if Flagstaff is actually going to follow through with creating and protecting affordable housing for all, there must be a group with the sole purpose of housing to make this happen
274	Housing Programs	Tenant advocate position			Actionable	It would also be good for us to have an advocate specifically for renters and tenants. Just like we have an official position for people to go to for help with wage theft issues, we should have an official position for people to go to for help about landlord abuses.

Housing Programs Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
377	Housing Programs	Tenant advocate position			Actionable	These all look like really excellent and important initiatives. As mentioned before, I think it would be a good idea to have a public advocate for renters.
378	Housing Programs	Tenant advocate position			Actionable	We should have a public advocate for renters, an official that renters can go to for help if a landlord is breaking the law..
633	Housing Programs	Tenant advocate position			Actionable	Connect 2.2 Create housing navigator or advocate positions to assist both landlords and housing challenged populations in securing and maintaining housing. We have several questions regarding this proposal: Will the navigators or advocates be City employees or will the City contract with outside entities? Will the advocates be attorneys to assist with evictions, eviction prevention, pre-applications and applications? Will the navigators or advocates assist with facilitating applications for housing funds through the emergency rental assistance programs? How and where will the navigators be located so that all interested applicants would have fair and equal access? Finally, how will information about the navigators be disseminated to the public in general and, specifically, to tenants facing evictions? A navigator/advocate program in the City of Flagstaff has the potential to help with the current affordable housing problem. However, the program must be carefully planned to reach the most people and be most effective. Both Maricopa County and Pima County have implemented navigator/advocate programs with the legal services organization in the respective areas to help tenants facing eviction and to help facilitate applications for the emergency rental assistance program. We strongly suggest the City look at these programs for information and guidance. We also recommend that the City work with DNA – People's Legal Services ("DNA"), the local legal services organization, on this program

Involvment Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
48	Involvement	Coconino county			Actionable	How does the County fit in?
167	Involvement	Coconino county			Actionable	Since a significant portion of Flagstaff's residents don't actually live in city limits (e.g., Doney Park, Kachina Village/Mountainaire, Bellemont/Parks), how can the county also encourage and increase the availability of affordable housing?
256	Involvement	Community groups/organization partnerships			Actionable	There are many amazing organizations in the community already doing the work outlined in this section. My suggestion is that the City not duplicate this work, but instead enhance/complement it.
28	Involvement	Community groups/organizations			Actionable	Salas - include neighborhood associations, business, builders associate,
95	Involvement	Indigenous groups			Actionable	Invite and actively involve tribal government investments towards affordable housing in Flagstaff.
265	Involvement	Indigenous groups			Actionable	Invite and actively invlove tribal nations to participate and/or heathcare facilities that serve Native Peoples in Flagstaff.
311	Involvement	Indigenous groups			Actionable	Invite collaboration and active investments from tribal nations.
360	Involvement	Indigenous groups			Actionable	Actively invite and include tribal governments to participate and advocate on behalf of their respective tribal members who seek affordable housing in Flagstaff.

Involvment Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
190	Involvement	Municipality partnerships			Actionable	What about engaging with surrounding areas/municipalities to see if there is a partnership that could be built to help address the housing issues? It's not just Flagstaff, it is northern Arizona. Are there avenues nearby that could help alleviate the shortages in Flagstaff?
532	Involvement	NAU Partnership			Actionable	Related to my previous comment, perhaps the Sociology Department of NAU could team up to oversee a few low income housing units as a beneficial partnership between the community and the university.

Environmental Sustainability Public Comments

Unique_ID_	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year	Split Comment
16	Environment/Sustainability	Climate change	Climate migration	Environmental justice	Actionable	Aslen - Environmental Justice element - Climate migrants, most effected by rising tempatures are those who can not afford to move here. The type of housing we want to make available isn't just people who already live in flagstaff but are most effected by the changes tha they need relief from.
8	Environment/Sustainability	Climate migration			Actionable	Aslan- Climate migration - as we build houses they can be swept up by second homes. Investment opportunities.
450	Environment/Sustainability	Climate migration			Actionable	The housing plan acknowledges climate change issues, which I think is good. However, it does not address the high probability of a major influx of residents as climate change makes places like Phoenix and Los Angeles less livable. I think a comprehensive housing plan needs to explicitly address and plan for this eventuality.
609	Environment/Sustainability	Climate migration			Actionable	8000 demand for flagstaff will grow with climate change and less livable places like CA and Phx - are we planning for being proptetually behind if we are not addressing population. Explain how this is a living document better in the document
561	Environment/Sustainability	Climate migration			Non-Actionable	climate change pushing up migration here - because flagstaff has its own water supply and does not rely on colorado river - we are going to continue to grow - inclusionary zoning will help with this demand
619	Environment/Sustainability	Forest/trees			Actionable	limit in cutting down trees with new development within reason - if they are cute down plan new ones somewhere else close by

Environmental Sustainability Public Comments

Unique_ID_	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year	Split Comment
234	Environment/Sustainability	Forest/trees			Non-Actionable	Do not tear down our forest and Butler is already dense enough. Traffic will be horrible. Stop the development of our forests.
359	Environment/Sustainability	Forest/trees			Non-Actionable	The forest in flagstaff is the most valuable property for the city and the resident. The city should create or update the policy to protect it.
427	Environment/Sustainability	Forest/trees			Non-Actionable	The forest need to be protected for us and our children.
540	Environment/Sustainability	Forest/trees			Non-Actionable	Do not tear down our forests.
242	Environment/Sustainability	Natural resources			Non-Actionable	I also don't want to build at the expense of decreasing outdoor space.
515	Environment/Sustainability	Natural resources			Non-Actionable	One question that I think would reveal a lot about Flagstaff residents would be.... Do you feel that Flagstaff has grown too big for the natural resources that we have?
137	Environment/Sustainability	Open space			Non-Actionable	Do not develop open space or park lands into housing. This would be exchanging the Flagstaff quality of life for housing.
365	Environment/Sustainability	Open space			Non-Actionable	I will never be in favor of developing open spaces that represent the lifestyle of Flagstaff for affordable housing, retail, commercial.
331	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Actionable	Tear down the old inefficient buildings. Rebuilt better and more sustainably
553	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Actionable	Environmentally sound development needs to occur across all housing whether low-income or not, but because low-income households don't have the capital to choose options that are more expensive today (even if they save money in the long-run), it is imperative that these practices are mandatory across the board.

Environmental Sustainability Public Comments

Unique_ID_	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year	Split Comment
612	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Actionable	encourage the use of low flow toilets in affordable and existing properties
615	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Actionable	promoting the use of natural light in affordable housing units - within reason to reduce energy cost.
329	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Non-Actionable	Establish LOCAL information (website paid by private business that support goals) that is hub for directing residents towards making efficiency improvements & resources available, ready for global warming initiatives regarding homes and vehicles.
330	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Non-Actionable	I don't think "environmentally friendly" should be a concern/priority at this point. We have a huge affordable housing problem and can't afford to get bogged down with "environmentally friendly" issues and costs.
346	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Non-Actionable	Sustainability is not affordable!!

Environmental Sustainability Public Comments

Unique_ID_	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year	Split Comment
347	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Non-Actionable	Environmentally friendly retrofits and upgrades cost more than they are worth (usually) and won't likely have any tangible benefit to the environment since nearly all the "bad" effects people are concerned with are caused by transportation/shipping and major industry. Not residences and small businesses.
349	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Non-Actionable	"sustainable " is a MISLEAD into communism fascist community = FACT
538	Environment/Sustainability	Sustainable building practices (support and concerns/opposition)			Non-Actionable	Sustainability is not affordable!!
82	Environment/Sustainability	Water			Non-Actionable	I would like to see a discussion on water usage. The plan ignores the increased water demand and language on how water conservation will be built into the plan is very important.
89	Environment/Sustainability	Water			Non-Actionable	No one has addressed how the increase in population, via increased housing density projects, are supported by such basic needs as water. What happened to the 50 year water need plan as a guide. Wow!
98	Environment/Sustainability	Water			Non-Actionable	More people means more need for resources like water, but there is no mention of it. we are in a desert!Flagstaff needs a plan
107	Environment/Sustainability	Water			Non-Actionable	Figure out where the water is going to come from

Environmental Sustainability Public Comments

Unique_ID_	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year	Split Comment
121	Environment/Sustainability	Water			Non-Actionable	Not once do you mention water usage in these plans! Increase density and subsidized houses all use additional water. The best thing Flagstaff home buyers like is the water system. Once you have too many users and the water table starts to drop, it will be too late to fix. The politicians, developers, builders and suppliers will all have been paid and you will have ruined one of the most beautiful places in America. You are listening to the voices of students, outliers and malcontents. You should be listening to the property owners who have skin in the game and pay your salaries. You have lost track of your obligations to what exists presently. You want to write a blank check to the future that flagstaff tax payers are supposed to back. Flagstaff's growth is limited because the U.S.Forest Service has 1.9 million acres of trees that they feel are more important than people. All of Arizona only has 19% percent privately owned land. So don't be in such a hurry to overcrowd Flagstaff in a misguided effort to house everyone who wants to live here. Your federal government has already told you trees are more important.
149	Environment/Sustainability	Water			Non-Actionable	Also, I would like serious consideration included to the review process for these new development impacts on our Flagstaff infrastructure, including sustainability of water
180	Environment/Sustainability	Water			Non-Actionable	Water has always been an issue in Flagstaff. I see this goal to support the construction of more affordable housing units as reducing one issue and increasing another. What is bound to happen is that water will be rationed to the residents of Flagstaff and the surrounding communities (probably in the form of limiting lawn watering, car washing etc). More is not always better .....
233	Environment/Sustainability	Water			Non-Actionable	Flagstaff should not be seeking to add population when we already have an aquifer that is at risk from current usage levels.

Environmental Sustainability Public Comments

Unique_ID_	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year	Split Comment
239	Environment/Sustainability	Water			Non-Actionable	STOP BUILDING Altogether , there is NOT enough water or resources or SPACE to EXPAND into your insanity $$$$ making ideas ! Satan/rules here now huh ? Freeze population # into this little place . traffic is already horrible now, drivers are nuts, insurance rates go sky high . Please stop being demonic CYBORGS .
502	Environment/Sustainability	Water			Non-Actionable	(2) Also, I am concerned with the lack of water, which in the past has served to limit the population of Flagstaff. Increasing the student population and building huge high-rise dorms is a dis-service to the city.
645	Environment/Sustainability	Climate change			Actionable	We do have a few specific recommendations that we would like to make: Increased housing density will be necessary not just for affordable housing, but also to meet Flagstaff's carbon neutrality goals. We would like the housing plan to discuss the advantages of higher density explicitly and to recommend it. We would like the housing plan to include an analysis of the most resource effective means of reducing the carbon impact of housing.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
626	General plan/survey c	Flagstaff public housing			Actionable	Connect 1.1 Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens. The Institute and other organizations detailed their concerns with the City's Housing Choice Voucher ("HCV" or "Section 8") and Public Housing plans in a letter to the City dated December 5, 2019, and Flagstaff never agreed to make any of the requested changes. A copy of that letter ("Dec. 2019 letter") is attached and some key points are summarized as follows: Overview For the Section 8 Housing Choice Voucher, Public Housing, and Clark Homes programs, the City is using a pre-application processthat is entirely online, which adversely impacts protected persons and fails to meet federal standards. Dec. 2019 letter at 9-12. The U.S. Department of Housing and Urban Development ("HUD") guidance recognizes that "[h]aving multiple application intake sites and submission mechanisms, assigning applicants…or having an open application period during which Public Housing Authorities ("PHA") receive applications by mail…can help the PHA…manage the application intake process." Notice PIH-2012-34 (HA) at 2. HUD further states that "the PHA may offer applicants the opportunity to submit applications by mail, fax, telephone, e-mail, or other electronic formats [and] [p]roviding such flexibility to applicants will help the PHA avoid an application process that may become disorderly or even dangerous for both the applicant and the PHA." Id at 3. The City must offer persons multiple modes of applying for its housing programs in accordance with federal law. The current pre-application process also presents barriers to requesting and obtaining reasonable accommodations or modifications and auxiliary aids and services in violation of Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and 42 U.S.C. § 12132 of the Americans with Disabilities Act. Dec. 2019 letter at 12-15. The City's "Accommodation Request" form is limited to requests for accommodations and does not refer to requests for

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
627	General plan/survey c	Flagstaff public housing			Actionable	The City must change its process to make it accessible to persons with a need for an accommodation, modification, and auxiliary aids and services. In addition, the pre-application process does not meet the City's obligations to provide language services to persons with Limited English Proficiency ("LEP"). Dec. 2019 letter at 15-17. Under federal law, discrimination against LEP persons is a form of national origin discrimination under Title VI. In Lau v. Nichols, 414 U.S. 563 (1974), the Supreme Court interpreted Title VI to require all federally funded programs and activities to take steps to ensure that persons with limited English proficiency are able to fully participate in the benefit from their services. The Court held that language discrimination constitutes discrimination on the basis of national origin in violation of Title VI. HUD also issued guidance that recognized that, for LEP persons, language can be a barrier to accessing benefits or services. Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice, Federal Register, Vol. 72, No. 13, at 2732 (Jan. 22, 2007). Neither the City's pre-application process nor relevant program materials are in any language other than English. The Institute requested all housing documents in a public records request and all documents that the City produced were in English. Further, the City's website only uses "Google Translate" to translate the text of its webpages. However, that function does not work on PDFs posted on the website. These practices must be remedied and the City must also develop an LEP plan for public comment.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
628	General plan/survey c	Flagstaff public housing			Actionable	1. Temporarily delay the continued opening of the Section 8 and Public Housing wait lists until the following action steps are fully implemented. 2. Provide multiple modes for submitting applications, including in person, online, by e-mail, fax, or mail, including accepting all applications postmarked before or on the date the wait list closes. 3. Hold the wait list pre-application process open for a set time period that is no less than 24 days and include weekend service hours for pre-applications taken by phone and in-person. 4. Prominently display and clearly explain how persons with disabilities may request reasonable accommodations or modifications and auxiliary aids and services. Currently, the website and the announcement only refer to “reasonable accommodations” and not to modifications and auxiliary aids and services. 5. Provide more lead time for the public announcement/notice of the opening of the wait lists and allow people to make requests for reasonable accommodations and auxiliary aids and services before the pre-application process begins so that arrangements may be made to provide them during the pre-application process. 6. Arrange for people who are blind or have low vision to test the website’s accessibility and report any problems that must be addressed before the preapplication process is reopened. 7. Inform persons on the housing website, on the public announcement and on pre-applications that both written and oral language services will be provided and how to request those services. 8. Stop requesting the Social Security Number of all persons in a household submitting the pre-application for the housing programs, unless the persons

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
629	General plan/survey c	Flagstaff public housing			Actionable	Further, the City requires that all adult members of an applicant household to "pass a criminal background check." Dec. 2019 letter at 21-26. This an overly broad statement and violates HUD guidance. See HUD, Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016). HUD provides a list of practices that are prohibited, including the use of arrest records to exclude a person from a residence (p. 5), blanket exclusions for a criminal record (p. 6), and the reliance on erroneous and outdated records (p. 6, footnote 29). The City must follow HUD guidance when using criminal records in its housing programs and use its policies accordingly. Finally, the City uses a first-come/first-served ("FCFS") basis for allocating places on the waitlists, a method that has a discriminatory impact on persons with disabilities, limited language speakers and the elderly who may lack ready access to technology. The City only expects to keep the waitlist open for a limited number of days, which harms those persons who face barriers to apply for housing. Public housing authorities across the state and around the country are increasingly using a lottery instead of a FCFS basis and provide more days to apply to provide a more equitable manner of placing people on their waitlists, and we request that Flagstaff use that method and provide additional days to apply. Proposed Action Steps for the Application Process. The following action steps will promote non-discrimination and lead to better outreach to eligible people. 1. Temporarily delay the continued opening of the Section 8 and Public Housing wait lists until the following action steps are fully implemented. 2. Provide multiple modes for submitting applications, including in person, online, by e-mail, fax, or mail, including accepting all applications postmarked before or on the date the wait list closes.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
630	General plan/survey c	Flagstaff public housing			Actionable	Finally, the City uses a first-come/first-served ("FCFS") basis for allocating places on the waitlists, a method that has a discriminatory impact on persons with disabilities, limited language speakers and the elderly who may lack ready access to technology. The City only expects to keep the waitlist open for a limited number of days, which harms those persons who face barriers to apply for housing. Public housing authorities across the state and around the country are increasingly using a lottery instead of a FCFS basis and provide more days to apply to provide a more equitable manner of placing people on their waitlists, and we request that Flagstaff use that method and provide additional days to apply. Proposed Action Steps for the Application Process. The following action steps will promote non-discrimination and lead to better outreach to eligible people. 1. Temporarily delay the continued opening of the Section 8 and Public Housing wait lists until the following action steps are fully implemented. 2. Provide multiple modes for submitting applications, including in person, online, by e-mail, fax, or mail, including accepting all applications postmarked before or on the date the wait list closes. 3. Hold the wait list pre-application process open for a set time period that is no less than 24 days and include weekend service hours for pre-applications taken by phone and in-person. 4. Prominently display and clearly explain how persons with disabilities may request reasonable accommodations or modifications and auxiliary aids and services. Currently, the website and the announcement only refer to "reasonable accommodations" and not to modifications and auxiliary aids and services. 5. Provide more lead time for the public announcement/notice of the opening of the wait lists and allow people to make requests for reasonable accommodations and auxiliary aids and services before the pre-application

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
631	General plan/survey c	Flagstaff public housing			Actionable	The City's pre-application process and program materials also are inconsistent and inaccurate and are likely to deter applications from families whose members have mixed immigration statuses. Dec. 2019 letter at 17-21. For example, the City requires that all members in the household disclose their social security numbers in the application, when only one person in the households needs to disclose a social security number. 42 U.S.C. § 1436a(b)(2). In order to discourage unlawful discrimination by PHAs and other housing providers against housing assistance-eligible members of mixed immigration status households, HUD issued guidance concerning the disclosure of social security numbers. Notice PIH 2018-24 at 3. HUD expressly orders that persons who are not applying for assistance for themselves may not be asked to disclose a social security number and that the nondisclosure may not be grounds for the denial of housing assistance for the household. The City must stop practices that serve to deter applications from mixed immigration status families. Further, the City requires that all adult members of an applicant household to "pass a criminal background check." Dec. 2019 letter at 21-26. This an overly broad statement and violates HUD guidance. See HUD, Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016). HUD provides a list of practices that are prohibited, including the use of arrest records to exclude a person from a residence (p. 5), blanket exclusions for a criminal record (p. 6), and the reliance on erroneous and outdated records (p. 6, footnote 29). The City must follow HUD guidance when using criminal records in its housing programs and use its policies accordingly. Finally, the City uses a first-come/first-served ("FCFS") basis for allocating places on the waitlists, a method that has a discriminatory impact on persons with disabilities,

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
632	General plan/survey c	Flagstaff public housing			Actionable	Connect 2.1 Explore the feasibility of a one-stop shop for a pre-qualification letter or document that avoids application fees for rentals. We agree with the sentiment behind the idea to create a “one-stop shop” for a However, the City’s use of a single application/approval document for all housing programs can create other accessibility issues because not all housing programs have the same eligibility requirements for immigrants. Immigrants who may not qualify for one program may be deterred from applying for another program for which they do qualify because the single application asks for more information than necessary, and specifically information that immigrants often perceive as showing that the public entity does not want them to apply for or obtain the benefit. See Dec. 2019 letter at 17-21. Deterring applications from low-income mixed-status families only furthers the Housing Emergency.
333	General plan/survey c	General government in	General plan opı		Actionable	Does the city have anyone with experience remodeling and fixing and retrograding environmentally friendly fixtures..., or will they be outsourcing that anyway. All of this seems like just more red tape that private industry would be taking care of but jumping through dumb ass city officials with added regulations that cost more money
170	General plan/survey c	General government in			Non-Actionable	City government (and all government entities) SHOULD NOT engage in any activities that attempt to subvert the normal activities of supply and demand. No taxpayer money should be spend addressing this issue.
235	General plan/survey c	General government in			Non-Actionable	The City Councils need to stay out of housing for people. the programs you create add to the problem.
288	General plan/survey c	General government in			Non-Actionable	Remove the bureaucracy. provide some affordable land, and get the fuck out of the way..., and all races, genders and sexual proclivities will benefit.
313	General plan/survey c	General government in			Non-Actionable	Remove the overabundance of rules - you have crossed the line past protecting people and are now focused on controlling for the sake of controlling. It inhibits creativity and housing options.
345	General plan/survey c	General government in			Non-Actionable	You have interfered so much to create the problems and now you want to continue to have them by making it seem like you want to fix them!

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
404	General plan/survey c	General government in			Non-Actionable	Government already has TOO much power and look at what you want to do with these statements above to create more control. What you are doing has not worked and what you propose will still not work. Enough. Government needs to dial it back significally not more creation of proposals which cost the taxpayers MORE money! You people are the definition of insanity!
405	General plan/survey c	General government in			Non-Actionable	Every time cities get involved in subsidizing stuff like this, it ends up creating market conditions which allow the problem to grow and get worse instead of allowing prices to happen naturally. Just look at SFO, NYC, BOS and all the most expensive markets. They keep making it worse. Just stop. Please.
407	General plan/survey c	General government in			Non-Actionable	[Sustainability] Stop the Agenda 21 push , its criminal and illegal to monitor with "smart Cities "
509	General plan/survey c	General government in			Non-Actionable	I'm sure that Flagstaff City will do whatever they want to try to fix the issue. But it will just be an ongoing problem in Flagstaff despite any of the measures the city tries to take. If people want to move to Flagstaff, prices will go up. If Flagstaff provides affordable housing to someone, eventually, they will sell the house for more money and and pocket the difference. The best way to combat rising prices is increase the supply and not to initiate a government program. Government programs are to blame for the inflation that we are currently experiencing and a major factor in increased housing prices. If you want to make a problem worse, let the government "fix" it.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
590	General plan/survey c	General government in			Non-Actionable	I guess with the focus on jamming as many poor people into a city they cannot afford to live in; discourages the rest of us who live in homes we chose to afford, the city we took pride in (until NAU began it's dynasty in running this place into the ground), the volunteer projects we take part in because we care about the trash (the poor people leave behind), unextinguished campfires, beggars in the street who stand where the law on the books prohibits them from and assault our senses (I cant wait till one of them gets hit by a car and sues the city for letting them break the law and endangering their lives....it's going to happen and it will cost you millions; and everyone who approved this blatant exception to the law will be crucified in court; tell the city officials there will be no defense and to enjoy their subpoenas and to enjoy your jobs while you have them!), the city does not owe anyone affordable housing (is people cant afford to live here it is not the role of government to make it happen...there are plenty of places to live that are less expensive). Your plans exact a horrible toll on our forests, sewage, trash, water resources, crimes, police resources, traffic congestion, panhandling, etc.). I will debate and defend my opinion with countless factual references to any of those who have poor bleeding hearts whose only platform is tears. The issue is this...those that are here permanently with long term housing and good jobs or retire here, are being left out of the plans consistently. WE the responsible, educated, financially fit, and connected and have "ownership", of Flagstaff: are being left out and ignored and we bear the burden of the less responsible who are here for the blink-of-the-eyes and are gone like the wind. We are tired of it, this social engineering of our town by the vacuous liberal element in government is old and worn out.
30	General plan/survey c	General government in	General plan opp		Non-Actionable	this document misses the mark. Too open ended document - were is a means to an end were residents of this town can rely on jobs and not on federal regulation.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
471	General plan/survey c	General housing afford			Actionable	What will Flagstaff be, if the everyday people that make this town a town cannot afford to live here? From the manufacturers at WL Gore, to the clerks at Sprouts, if they are literally making this town run, and making $20 an hour, the way things are going, they CANNOT afford to live here. Nor can they afford to move to a cheaper area! Are people supposed to choose not to have children or medical care because it is too expensive? Housing is a crisis here. We are a beautiful city. But we are nothing without the people who make this city.
536	General plan/survey c	General housing afford			Actionable	Housing issues in Flagstaff is one of the main reasons why many of my colleagues (early career professors at NAU) are considering leaving Flagstaff
567	General plan/survey c	General housing afford			Actionable	What is happening with the hospital land - encourage getting the city to get involved
171	General plan/survey c	General housing afford			Non-Actionable	Quit planning and spending money to try and figure this out. This situation has been ongoing for years. Do something about.
174	General plan/survey c	General housing afford			Actionable	Create affordable housing by decreasing prices. Plain and Simple. It is ridiculous how expensive "houses" (mobile home) are. It is embarrassing tom live here and say we have a house when it is a manufactured home = cheap built but charge half a million. The cost in materials is approximately $75,000 to build a manufactured home but then charge 500% more is just outrageous. It's time to wake up and do something about this, no 10-year plan. Do it 2022 crying out loud!
307	General plan/survey c	General housing afford			Non-Actionable	No low incline housing
397	General plan/survey c	General housing afford			Actionable	Follow through on caring about Flagstaff residents and fixing this increasing problem.
417	General plan/survey c	General housing afford			Non-Actionable	Flagstaff is a disaster of a town. So much squandered potential.
439	General plan/survey c	General housing afford			Non-Actionable	Many of us hard working people drown in a sea of existential depression and hopelessness because we are priced out of life. We have two fulltime jobs and cannot afford to live. I am starving right now. My car broke down two weeks ago and the anguish is mounting.
442	General plan/survey c	General housing afford			Non-Actionable	Please see my overall comment from page 1. Thank you!
448	General plan/survey c	General housing afford			Non-Actionable	The housing situation sucks. I've had friends leave because of it and I've thought about leaving myself.
485	General plan/survey c	General housing afford			Non-Actionable	Its time to do something. Not in 10 years. NOW. 2022 is the time you need to make changes. Not in 10 years. NOW. Grow up

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
491	General plan/survey c	General housing afford			Non-Actionable	As one of the few long time natives to Flagstaff, (born and raised, never left) this town has gone to hell in a hand basket. You send out these surveys, but do you really actually read all of the comments and concerns? The cost of living is ridiculous, the minimum wage (which I voted NO) is outrageous, the roads are crap through out the whole city. Flagstaff can't handle the amount of traffic and people that travel through here or the ones that are trying to get to work or picking up/dropping off their kid(s). I love this town for the seasons that we get, the beautiful blue skies, oh wait now those views are being blocked by 4 story buildings that have no reason to be built for one or that high!! Students here suck and are very disrespectful and never stay long enough to put back into our community because it's too damn expensive to live here. How am I supposed to enjoy my town if I can't even afford to buy a shack of a home, and yes you know that there are homes that are trash and people are selling them for outrageous prices and you are allowing for people to come in and pay cash for a run down shack! So why am I going to go through all the pain and suffering and wishful thinking of maybe being "pre-qualified" and getting a semi decent house when knowing that someone else can pay more with cash and there's nothing for me to do about it. The cost of living, food, gas, etc are insanely high and it's sad to think that one day that I will not be here to enjoy what I loved most about what used to be a nice town. I will not recommend Flagstaff to anyone to live unless they like to be poorer than the poor.
494	General plan/survey c	General housing afford			Non-Actionable	Our family moved away from Flagstaff in 2019 because of a lack of employment opportunities. This spring I found a (remote) job based out of Flagstaff. We attempted to move back and sought housing for several months. There were no affordable options and our offers to purchase a house (from a two income family, both professionals) were not competitive. We have opted to move to another state instead.
545	General plan/survey c	General housing afford			Non-Actionable	Make living adorable in Flagstaff.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
556	General plan/survey c	General housing afford			Non-Actionable	I see several of my peers from the real estate community on the commission and believe this is fantastic! I don't know all the names in the commission so don't know this for sure but I would hope major employers in town would participate as this issue is at their front door. For example - I am having frequent conversations with Nurses that are becoming traveling Nurses based on wanting to be in Flagstaff but being able to be paid at other Arizona Hospitals far more competitively then they consider renting their homes as airbnb while they travel. That's a small anecdotal issue but highlights that WL Gore, NAU and NAH among several other moderate size employers have a disproportionately large impact on this issue and to exclude them from understanding this issue and being united with us in building the community together with a unified vision would be short sighted.
231	General plan/survey c	General low income ho			Actionable	If we want affordable housing then find ways to utilize what we already have. There is tons of housing here already much of it not being used.
105	General plan/survey c	General low income ho			Non-Actionable	I see plenty of Affordable housing units around the city not being used because people who qualify for them don't want them. I see many residents who can't afford rent or a home mortgage who make to much to qualify for an affordable housing situation. There are already enough assistance programs available to people in need. There is nothing to assist people in the middle income range. 75% of my monthly income goes to my housing cost each month. I would prefer the city to put it's resources into improving the living situation for people who actually need help and currently don't have assistance programs in place. There are already so many assistance programs for people in poverty or are homeless. We don't need more.
160	General plan/survey c	General low income ho			Non-Actionable	I also do not advocate for building a homeless/low-income Mecca for AZ, rather striking a balance between what Flagstaff can realistically afford, and the heartlessness & sheer greed of other Arizonans in other municipalities. Anyone working on homelessness knows that's a bottomless pit of need, and we don't have a bottomless pit of resources but we can do reasonable things to help while actively discouraging others to come.
350	General plan/survey c	General low income ho			Non-Actionable	No new low income housing
558	General plan/survey c	General low income ho			Non-Actionable	No low income housing!

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
379	General plan/survey c	General plan clarity			Actionable	The strategies that involve "education" regarding AH must not take the form of "brainwashing" or "guilt-shaming" meaning that BOTH sides of the issue must be fairly represented so that folks can decide for themselves what the priorities should be and be allowed to vote accordingly.
34	General plan/survey c	General plan clarity			Actionable	assumption that everyone will understand the language of housing and city code.
44	General plan/survey c	General plan clarity			Actionable	Create 2 - explore innovation and cost saving (don't like the title) - not reflective of the processes underneath which focus on reducing the regulatory burden - Regulatory efficiency - better matching our regulations to our goals and values (align) -
143	General plan/survey c	General plan clarity			Actionable	Could be written in a more clear way so citizens of any kind can understand.
280	General plan/survey c	General plan clarity			Actionable	3.1 and 3.2 are very vague and hard to understand.
319	General plan/survey c	General plan clarity			Actionable	I think preserving older units is generally preferable to building new ones, given the choice. However, I would like to see these categories separated in the housing plan, so that we don't just preserve hundreds of units without building new affordable housing stock.
323	General plan/survey c	General plan clarity			Actionable	Could be more specific - what do you mean by "remove barriers"? Who are you going to "partner" with to administer these grants?
93	General plan/survey c	General plan clarity			Non-Actionable	I think many topics are very vague and leave alot that can be assumed. Hard for me to grasp at times.
248	General plan/survey c	General plan clarity			Non-Actionable	This is really high level language and is hard to understand - I hope beyond this survey there are other ways to engage the community - especially those without access to this survey. I appreciate the opportunity to wight in but without a degreee in planning I am afraid its hard to just these approaches.
159	General plan/survey comments	General plan opposition/concerns			Non-Actionable	Since classically, many of the ideas in this plan have failed in municipalities such as Flagstaff, I am sad that they are in it.
232	General plan/survey comments	General plan opposition/concerns			Non-Actionable	This entire "Create" section is a disaster. I cannot even rank the priorities at the top because we should not be doing ANY of that.
237	General plan/survey comments	General plan opposition/concerns			Non-Actionable	This is all ridiculous. I am a 20 year resident & landlord with units rented under market value. Based on these proposals I am raising my rents to market level; Iâ€™m not helping out this city anymore.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
252	General plan/survey comments	General plan opposition/concerns			Non-Actionable	This proposal is full of opportunity to cheat the system. Similar to Both Hands, it says there will be a payback but it won't happen and the profit from any sale of the property is not addressed. And, Climate change and racism are not the issues and I take offense to the continual use of these as a weapon against those who have worked hard and earned what they have.
253	General plan/survey comments	General plan opposition/concerns			Non-Actionable	While there are certainly many dynamics that impact housing and the current 10-yr plan document addresses many. Critically important and not discussed is how we empower our community vs enable. I definitely believe in equity but where most governments and agencies fail in that is that they enable without expectation and do not empower which leads to abuse and essentially erosion of our social fabric. I think it is critical to determine what our city could be doing to bring the right type of industry for better jobs and better opportunities within the community. (2) what are we doing to empower and raise up our community through increasing their opportunity so they are creating their future. I fully understand we live in a society where some people need a bigger boost and there is a true need but I feel this current 10 yr planned focused far too much on victimization - that mindset has gotten many communities in trouble as it doesn't end and doesn't solve anything. Look no further than the massive legal homeless encampments in many major metropolitans. We certainly have complex issues that will require complex solutions and sacrifices will be made - the only certain thing is this city is going to be different in the future but for us to maintain this 'small town feel' of a vibrant, diverse community it is going to be a hyper focus on us first helping others to help themselves - if we are all individually growing, developing and progressing we will find solutions.
262	General plan/survey comments	General plan opposition/concerns			Non-Actionable	The categories infer mandates, which is NOT a welcomed policy anywhere in Flagstaff.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
285	General plan/survey comments	General plan opposition/concerns			Non-Actionable	Why is housing deserved for anyone? If someone chooses to not work, they deserve housing? Also, if one town is more expensive to live in than another, why is housing necessary to be provided in that town when one can simply live in another at a lower cost?
300	General plan/survey comments	General plan opposition/concerns			Non-Actionable	We have these already... your just looking for ways to tax us more money and more interference with our lives! Not your job!
301	General plan/survey comments	General plan opposition/concerns			Non-Actionable	I have no idea what this garbage is talking about. You cannot simply mandate equal housing. That is communism, you will destroy the community and be left with a mess.
362	General plan/survey comments	General plan opposition/concerns			Non-Actionable	Stop wasting time on this nonsense
363	General plan/survey comments	General plan opposition/concerns			Non-Actionable	STAY IN YOUR LANE
403	General plan/survey comments	General plan opposition/concerns			Non-Actionable	[Protect] Get rid of this category. Does nothing but prevent real solutions from happening.
445	General plan/survey comments	General plan opposition/concerns			Non-Actionable	Do you have anything you can point to that is favorable for owners of single family properties? This is a plan to ruin Flagstaff's charm and charge the citizens to do it. Do you have a plan for the increased number of people living in campers and buses, in the street in the Swiss Manor neighborhood? Do you have a plan for the raising number of vagrants on the East side. Do you take them home and clean them up and pay their housing and health care. If you don't you should not be setting it up so it becomes my responsibility and expense.
539	General plan/survey comments	General plan opposition/concerns			Non-Actionable	This sounds like a very poorly researched plan and you don't sound like you have a clue what people actually want.
541	General plan/survey comments	General plan opposition/concerns			Non-Actionable	These policies will only hurt Flagstaff, just as with the inner cities, the people who paid the taxes left and the cities crumbled with crime and are dangerous. Not everyone is rich, I am not rich, and grew up very modest. These policies in 10 years will destroy Flagstaff just as the inner cities. STOP you can't make everyone rich.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
542	General plan/survey comments	General plan opposition/concerns			Non-Actionable	TEK DOW NTHE control frequency devise that cause cancer called 5 G towers for surveillance GOV purposes !
557	General plan/survey comments	General plan opposition/concerns			Non-Actionable	I do not believe in Socialism. I was a young, single mother. I sacrificed, went to college, and got a job. I worked hard to support my two young children and eventually was able to buy a home in Southern California. We need to instill a work ethic back in our community and Nation. I know of business owners in Flagstaff who can not find workers as it is easier for individuals to stay home and collect 'entitlements'. We need to listen to Winsome Sears, who was an immigrant and says she studied hard, worked hard, and was able to accomplish her dreams.
290	General plan/survey comments	General plan opposition/concerns	General plan clarity		Non-Actionable	Most of that was unintelligible to me. Sounds like it was written by a social sciences major. You probably just lost half your audiance.
287	General plan/survey comments	General plan opposition/concerns	Plan funding concerns		Non-Actionable	All of those woke ideas are extremely costly and would be a huge barrier to "affordable" housing in Flagstaff.
7	General plan/survey c	General plan support/a			Non-Actionable	Aslan - like how practical and focused on things we can do - keep focused on these topics. Continue to show leadership in efforts
384	General plan/survey c	General plan support/a			Non-Actionable	3.1 is the HIGHEST priority for me. I can't stress enough how favorable I am.
387	General plan/survey c	General plan clarity			Actionable	Please emphasize 3.1 more
473	General plan/survey c	General plan support/a			Non-Actionable	Thank you for working to protect our citizens! All of our citizens!
528	General plan/survey c	General plan support/a			Non-Actionable	I appreciate all the work that has been done on this issue. While revising statements and plans are nice, ultimately we need to increase the supply of housing.
530	General plan/survey c	General plan support/a			Non-Actionable	Sadly, I think many citizens feel as if the city cannot do much about the issue and that we are at the mercy of the real estate market and state laws that limit local control. But in reality the city can make a difference if it has the willingness to make the tough decisions that may disappoint those who want to keep Flagstaff exactly as they found it when they moved here.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
544	General plan/survey c	General plan support/a			Non-Actionable	I work with Northern Arizona Interfaith Council as a volunteer on their Lack of Housing Options (LOHO) team. I encourage the City Council to do everything in their power to alleviate or eventually eliminate the need for affordable housing in Flagstaff. We have canvassed some neighborhoods and found that this has been a problem for at least 40 years! It is time to do something to fix it! I know that you will take heat no matter what the Council decides, as you will always make someone unhappy, but I believe this Council is committed to solving this problem and finally has the backbone and empathy to do so! Please stand tall and be counted and do the right thing even in the face of fierce opposition. Thank you!
141	General plan/survey c	General plan support/a			Non-Actionable	You did a great deal of creative thinking here. Well done.
195	General plan/survey c	General plan support/a			Non-Actionable	I appreciate the complexity of the problem and your efforts to solicit feedback, ideas, and input from the community!
340	General plan/survey c	General plan support/a			Non-Actionable	I didn't rank the two policy initiatives in this category because the whole category seems really important.
410	General plan/survey c	General plan support/a			Non-Actionable	I am so impressed with the plan. It seems to address everything I could think of.
428	General plan/survey c	General plan support/a			Non-Actionable	Thank you!
440	General plan/survey c	General plan support/a			Non-Actionable	I fully support making housing in Flagstaff more affordable. I think a big key is to increase all housing, so that prices don't skyrocket due to low inventory and high demand. But I also support programs to help low income people so that everyone has an opportunity to be a part of our community (which I think ultimately makes the community better). Thank you for what you're doing to make it happen!
521	General plan/survey c	General plan support/a			Non-Actionable	Thank you!
524	General plan/survey c	General plan support/a			Non-Actionable	I appreciate that there was much mention of review & change of current local & state policy.
547	General plan/survey c	General plan support/a			Non-Actionable	It is obvious that a lot of hard work has gone into the development of this 10-year plan. Thank you all very much.
550	General plan/survey c	General plan support/a			Non-Actionable	Otherwise - really positive proposal and very important - equity lens is critical - thank you for this.
555	General plan/survey c	General plan support/a			Non-Actionable	Thank you for this comprehensive report and goals!

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
621	General plan/survey c	General plan support/a			Non-Actionable	The members of the sustainability commission would like to express our gratitude to everyone who worked on and continues to work on Flagstaff's 10-Year Housing Plan. We are encouraged that equity and sustainability are key components of this plan, and we hope that these will remain central components to the plan as it evolves.
551	General plan/survey c	General survey concerr			Actionable	Again, I listened to the walk through and followed along in the plan - but the survey was a little hard - I wonder if by breaking this up on your next round - dealing with the issues in chunks - to ensure community members to be able to access and provide feedback this information in a meaningful way.
282	General plan/survey c	General survey concerr	General plan cla		Actionable	I don't really understand what you're asking on "Connect 1" in the priorities list. What is a "framework for centering equity"? Are you asking about racial, social, gender, age or . . equity? Not sure how to answer the first two questions without more context as to what the primary issue is that drove this question.
86	General plan/survey c	General survey concerr			Non-Actionable	The survey questions require a level of understanding of terms and processes that the general public probably does not have. Also, there are questions that refer to policy ad plan level revisions when this is only a draft plan. You'll get answers, but results will likely not be what people intended for you to hear.
116	General plan/survey c	General survey concerr			Non-Actionable	This is too dense. How do you really expect meaningful feedback with such a clunky survey?
261	General plan/survey c	General survey concerr			Non-Actionable	I understand a lot of the language used and still was not clear on how to answer some of these questions.
426	General plan/survey c	General survey concerr			Non-Actionable	Any survey you ask people to respond to needs to be written in standard English without jargon and be clear about the assumptions behind everything.
441	General plan/survey c	General survey concerr			Non-Actionable	I do feel like the language of the survey was unnecessarily complicated, full of industry jargon, and lacking in details. I hope that future surveys will be written to be easier to understand and faster to complete.
492	General plan/survey c	General survey concerr			Non-Actionable	Whoever puts this survey together shouldn't be running anything. My 8 year old could make a better website
526	General plan/survey c	General survey concerr			Non-Actionable	The survey has a mistake in that it puts the "Don't Know" checkbox on the far end next to "Very Favorable" and then allows the column headers to scroll away, so you will receive many "Don't Know" answers when people really mean "Very Favorable." You will need to analyze the results with this in mind.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
400	General plan/survey c	Lobbying efforts (STR, L			Actionable	These are great strategies. I would say lobbying should be something your City Council is doing already and City employees should not be doing this.
419	General plan/survey c	Lobbying efforts (STR, L			Actionable	A large part of this is lack of local control when it comes to short term rentals. We must lobby the state to allow local control. The more housing that is used for STRs the less there are homes available for families. The pandemic made this much worse.
444	General plan/survey c	Lobbying efforts (STR, L			Actionable	I can emphasize how important it is for the state to give back local control to AZ Cities and Towns to make their own policies, tax strategies, fees, etc to manage housing in their jurisdiction.
490	General plan/survey c	Lobbying efforts (STR, L			Actionable	Also, if the city will "advocate to the State of Arizona to allow greater local control of vacation and second homes", the city should include in this survey what they plan to do with that control. How will the city address the growing concern that so many homes are unavailable because they are second homes or rentals?
352	General plan/survey c	Lobbying efforts (STR, L			Actionable	Time and effort would be better spent in advocating for more local control over housing decisions with focus on removing the ability NIMBY's to obstruct anything they want.
560	General plan/survey c	Lobbying efforts (STR, L			Actionable	What are the legal ramification if we can sue the state that it is costing the city more money to develop affordable housing. Exclusionary zoning has a negative impact and we could possibly quantify that and sue the state - from a economic and sustainable lense. can we appeal the proabition of inclusionary zoning (eric nolan)

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
582	General plan/survey c	Lobbying efforts (STR, L			Actionable	We all know that the money for city and federal subsidies is very limited now but rather than turn to the market as a very imperfect solution, the city should be joining with other cities, counties and non-profits around Arizona to lobby the state legislature and the federal government to make the necessary changes for us to be able to provide affordable housing in our communities. We as a community should be supporting state and federal candidates that make this a priority. The idea that we have to wait "until such time as our state law is changed" to get mandatory inclusionary zoning or regulatory power over short term rentals makes it sound as though we are victims and have no power. This document should encourage our City Council to play an active role in the state to overturn these laws and lobby our legislators and congressmen to provide more money for housing such as those funds earmarked in the Build Back Better Plan. These are really our primary impediments to affordable housing and our elected leaders have the responsibility to use their power as officeholders to push for these changes and funds.
602	General plan/survey c	Lobbying efforts (STR, L			Actionable	Additional Strategies to be Considered: - - Include the commitment of the City in Strategy Protect 3.1 to lobby the State of Arizona legislature to overturn their onerous laws that prevent us from making headway on our housing problems. While Protect 3.1 currently addresses the need to lobby in relation to short-term rentals and second 3 homes, the city also needs to be lobbying against the prohibition of mandatory inclusionary zoning. This would allow Flagstaff to take direct control of our housing shortage.
36	General plan/survey c	NIMBY Language			Actionable	Please remove "NIMBY" from the plan. That shows a lack of understanding of why people say they don't want something where it is being proposed. It divides people. Property is often people's largest life investment so it is no surprise (to me) that people are protective. Unknowns feed this concern. Why might some people have opposed the housing at 180 and Shultz? Maybe because no visuals were provided. A natural reaction is to anticipated and deal with the worst possible outcome. The City could be (should be?) happy people care about their neighborhood, and Flagstaff as a whole

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
358	General plan/survey c	NIMBY Language			Actionable	Remove "NIMBY" from discussions. People balk when they don't understand, or is unclear, or rules of the game change so they are likely fear what may happen that was not made clear to them. Also, understand that people's homes are often their largest investment so don't be surprised if they want to protect it.
366	General plan/survey c	NIMBY Language			Actionable	I am offended by your general use of NIMBY as a overriding descriptor.
469	General plan/survey c	NIMBY Language			Actionable	Please do not use the term "NIMBY." It divides people and makes people feel like they are being shamed. A better approach is to learn what they are trying to communicate.
569	General plan/survey c	NIMBY Language			Actionable	NIMBY inappropriate term - we want engaged citizens in involving in the conversation. Avoid the term. Affordable housing can enrich neighborhoods. People don't know this.
570	General plan/survey c	NIMBY Language			Actionable	NIMBY - complex issue and this term de complexes it and polarizing it.
572	General plan/survey c	NIMBY Language			Actionable	NIMBY is over simplification - its more of a solgan than a solution. Don't use it in offical documents.
574	General plan/survey c	NIMBY Language			Actionable	NIMBY pits people against eachother and does not allow with room for a productive dialoge.
594	General plan/survey c	NIMBY Language			Actionable	Clarification of plan specifics and city strategies - 1.d. F3 finds the use of the term "NIMBY" problematic. While the opposition to affordable housing in some places is an issue, there are other ways to talk about this without using the term. F3 would like to see the opinions of all community members respected. The way to address opposition to affordable housing in all neighborhoods is education and good design, rather than name calling.
45	General plan/survey c	Plan additional data/inf			Actionable	National averages - AZ/Southwest?
52	General plan/survey c	Plan additional data/inf			Actionable	Show what people need to make in order to afford homeownership…
584	General plan/survey c	Plan additional data/inf			Actionable	There is too much emphasis in this plan on the need to build 7976 units for all types of housing in order to get more affordable housing. The plan states repeatedly that this is our main goal along with subsidies. There is nothing in this document that proves that just building more housing will bring us affordability.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
620	General plan/survey c	Plan additional data/inf			Actionable	I also wanted to send this report from our sister affiliate in Florida which does an excellent job at breaking down the drivers behind multifamily costs and affordability. Specifically for council and the purposes of this report, I think pages 3-11 of the pdf neatly sum up many of the same issues faced in Flagstaff and offer some solutions/areas to explore for removing barriers. I would also be remiss to not include the Obama administration's Housing Development Toolkit from 2016 which holds many key solutions and identifies many of the barriers still being faced today to the development of housing.
437	General plan/survey c	Plan additional data/information			Actionable	Would like more discussion on why housing is so expensive, is it more than supply, if so, we can better address the root causes of expense before we have to subsidize it and therefore get to subsidize less since funds are limited.
47	General plan/survey c	Plan additional data/inf			Non-Actionable	1 root cause for the problem?
449	General plan/survey c	Plan affordable definiti			Actionable	The definition of "affordable" in the housing plan draft is in terms of the percentage of the resident's income paid on housing and utilities. This opens the door to the possibility that an expensive unit could be considered "affordable" if the residents are high income. In order to avoid this, I think that the operational definition of "affordable" should be in terms of Flagstaff's minimum wage.
458	General plan/survey c	Plan affordable definiti			Actionable	AH should be thought of as "inexpensive housing", not subsidized housing since it should be profitable for developers to provide it using better technology and not worry as much about high cost options within the development. We can't have everything and still expect housing to be affordable. It won't be. The education should focus on the character of the residents of the AH developments. They can possess high character as much as any other resident.
606	General plan/survey c	Plan affordable definiti			Actionable	definition of affordable is a bit concerning - because higher income people who live here - need to make it clear that this is a plan for all - but with a focus on 0-120% AMI. DON't COUNT HIGH INCOME HOUSING FOR HIGH ONCOME FAMILIES LIVING IN AFFORDABLE SITUATION, consider comparing this to minimmum wage. Make targeted AMI Clear

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
451	General plan/survey c	Plan affordable unit cou			Actionable	The housing plan calls for roughly 8,000 units to be built or preserved, at least 10% of which should be "affordable." The issue with the operational definition of affordable is addressed above. That aside, if we assume 2.5 people per unit, that gives us affordable housing for roughly 2,000 people. This would barely be adequate for the situation Flagstaff is in right now, and I do not see it as adequate for the number of people Flagstaff is likely to have in ten years. We would hope that the other 90% of units would be a large enough quantity to bring the market down and make more housing affordable, but I do not think we can count on that. This ratio of affordable to potentially high income housing would, in my opinion, be very unhealthy to our local economy and community. I know that it's difficult to get developers to commit to any percentage of affordable housing, but if we're to take the idea that we're in a crisis seriously, we can't be satisfied with business as usual or milquetoast measures, and that may mean we have to bargain harder with developers than we're used to or than some people are completely comfortable with.
459	General plan/survey c	Plan affordable unit cou			Actionable	I believe the goal of preserving or creating over 7000 housing units is drastically under shooting the target related to growth in our community. By the time this actually finishes we'll still be in the negative. We need to drastically increase the number of housing units available to 14000 not 7000, let's not shoot for status quo
468	General plan/survey c	Plan affordable unit cou			Actionable	It is important that "affordable" housing is affordable to the essential workers earning minimum wage. Ideally, we should strive for more than 10% of new units to be affordable, especially when affordable could apply to many different income levels. As a community, we have an obligation to provide shelter to the homeless citizens of Flagstaff. Nobody should be freezing to death in an American city.
559	General plan/survey c	Plan affordable unit cou			Actionable	10% affordable of 7000 - only 700 affordable. Seeing same same thing that we are seeing now. Very small dent in number needed. Whatare the most robust strategies.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
591	General plan/survey c	Plan affordable unit cou			Actionable	Clarification of plan specifics and city strategies - 1.a. We seek clarification on why the first strategy for achieving the “overarching goal” is to “create or preserve 7,976 units by 2031 with a minimum of 10% affordable,” a goal that only adds approximately 800 affordable units to the city’s inventory. Why is this the primary strategy for addressing the housing need when its impact is exceedingly modest in relation to the need to “impact at least 6,000 low to moderate Flagstaff residents.” F3 urges the city to consider more direct routes for addressing an increase in affordable housing units. (See our recommendations below.)
592	General plan/survey c	Plan affordable unit cou			Actionable	
624	General plan/survey c	Plan affordable unit cou			Actionable	The draft Plan’s “Overarching Goal” is to “Reduce the current affordable housing need in our community by half over the next ten years.” Draft Plan at 6. To accomplish this goal, the City wants to create or preserve 7,976 housing units. By its own study, Flagstaff determined that the City currently has an undersupply of units by 7,976. Draft Plan at 18. We are concerned that this action item will only meet the City’s current needs and will not be a marked improvement for the City in 10 years. With the population of Flagstaff increasing by 47% in the last 20 years, (Draft Plan at 21), it would seem a natural conclusion that the population will continue to grow. Therefore, it seems reasonable to conclude that there will continue to be an affordable housing shortage even with the City’s proposal to “create or preserve” housing units. The City should reexamine its draft Plan based on reasonable population and housing projections so that it does not continue to face a shortage of adequate, affordable housing 10 years from now. Significantly, this is the only action item with actual numbers. Most of the other action items have no metrics or evaluation.
147	General plan/survey c	Plan funding concerns			Actionable	I have concerns about all of the â€œfundingâ€ required and where the money will be coming from, specifically additional monies and taxes to existing Flagstaff residents / owners.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
381	General plan/survey c	Plan funding concerns			Actionable	Look for resources within government.
529	General plan/survey c	Plan funding concerns			Actionable	Given the short supply, I support a multi-pronged approach that prioritizes what the city can implement now without needing additional funding or approvals from other entities.
601	General plan/survey c	Plan funding concerns			Actionable	Additional Strategies to be Considered: - - Policy Initiative Protect 3 states "Continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing." However, we do not see the second half of this Initiative followed up by a specific Strategy. Please address this need with a specific Strategy that addresses the need for additional funding.
493	General plan/survey c	Plan funding concerns			Non-Actionable	I've seen very few ideas that would REDUCE the cost of housing in this town.. I have seen many ideas that would expand the need for state and city officials and would further burden the taxpayer...who already pays a lot to live here. Increasing the burden to taxpayers helps no one including the poor and disenfranchised of all races, genders, and sexual orientation. Whoever puts this survey together shouldn't be running anything. My 8 year old could make a better website
22	General plan/survey c	Plan implementation/ir			Actionable	Mccarthy - Create 2.5: This is already covered in Create 2.1.
53	General plan/survey c	Plan implementation/ir			Actionable	we have tred having plans before and they have not moved the needle. How can you assure that they will not collect dust on the shelf?
271	General plan/survey c	Plan implementation/ir			Actionable	I don't see changes to the community's housing challenges coming out of these. Phrases like "raise awareness...," "work in partnership with...," and "encourage..." all seem to signify a lack of ability or willingness to take more concrete, lasting actions.
430	General plan/survey c	Plan implementation/ir			Actionable	It seems to me that Strategy 2.2 is very unrealistic. Most neighborhoods in Flagstaff are already developed and there would be no way to encourage diversity in them. "Encouraging diversity" would just be lip service and have no real effect. I also think that Strategy 2.4 is unrealistic. As much as many people would support affordable housing, those same people would also cry NIMBY. If the City truly believes that affordable housing is vital to the community then the City Council and managers have to make the hard decisions and take the flak. No one likes change, but if change can show not to reduce other people's quality of life, then it can be accepted, eventually. The City would have to have to take the first steps to make that change happen.

General Plan Survey Public Comments

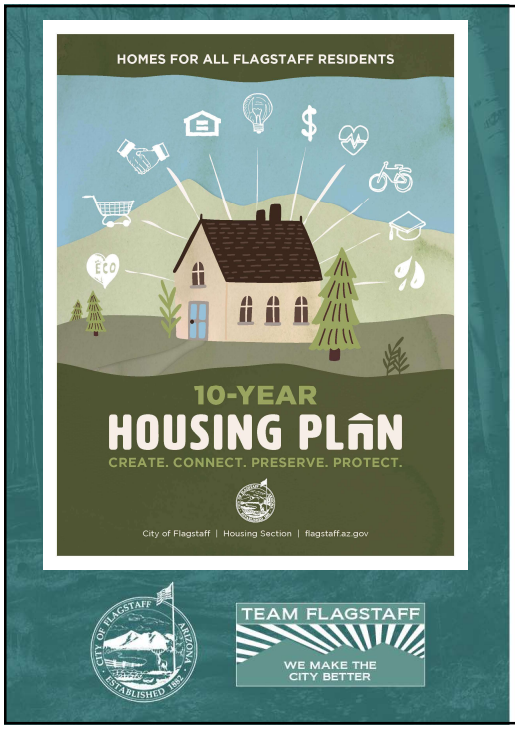
Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
446	General plan/survey c	Plan implementation/ir			Actionable	Overall, the Ten-Year Housing Plan does a good job of evaluating the pressures on Flagstaff's housing and diagnosing the major issues. I'm curious to see what comes out of the survey and what actually gets implemented, but the current proposed solutions together with the Housing Plan read mostly as an explanation of why housing is unaffordable. The housing system needs fundamental changes, which the city can help implement, if it is going to be affordable. Very few items from this extensive list provide avenues for the needed shift. The market is not and will not be affordable. Flagstaff needs to find ways to give the tens of thousands of people here struggling to afford housing an actual alternative to a runaway market instead of trying to gently nudge the market to provide mildly more affordable options.
605	General plan/survey c	Plan implementation/ir			Actionable	Transparent and Timely Documentation of Progress Toward Goals: Include the development of a Housing Impact Statement as a required element of staff reports. Such a report would be prepared for all building permits that add, subtract, or modify housing units and would also be used for projects that tear down or remove existing housing. The Impact Statement could also be used when considering proposed developments that could increase demand for housing such as commercial or industrial developments. Additionally, the Impact Statement can include a policy that outlines defined significant impacts that would kick a project up to approval by the City Manager or Council if it is determined to have a negative impact on affordable housing.
610	General plan/survey c	Plan implementation/ir			Actionable	8000 units - better use of money to preserve but we need to do both preservation and creation. Perserving what is already affordable is important but increasing inventory is important too. Can you track already existing unit that are being preserved note whether they are affordable or not.

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
642	General plan/survey c	Plan implementation/ir			Actionable	Protect 2.2 Encourage diversity in housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all. The draft Plan targets four neighborhoods around Northern Arizona University. The neighborhoods were selected based on their ethnic and socioeconomic makeup, and it is suggested that these neighborhoods will be targeted for creating access to community spaces, open space, quality schools, food, and transportation to improve the "health" of the neighborhood. The draft Plan, however, also seeks to create more affordable housing in these areas, and these areas only. We understand that the targeted neighborhoods have a need for assistance, but the draft Plan does not appear to address the "Not in My Backyard" ("NIMBY") problem the City identified. Draft Plan at 35-38. The City explains that "Flagstaff has a documented history of redlining and other socioeconomic practices and policies which have created a pattern of segregation and discrimination against Blacks and communities of color within the City." Draft Plan at 35. Solely focusing on four neighborhoods may serve to exacerbate segregation and discrimination. We recommend the City expand its draft Plan to incorporate all of Flagstaff because the Housing Emergency is not limited to four neighborhoods, and neither should the solution.
267	General plan/survey c	Plan implementation/ir			Non-Actionable	Focus on housing - stop trying to mix so many factors together. Do housing and just focus on housing. Diluting your focus dilutes the results.
279	General plan/survey c	Plan implementation/ir			Non-Actionable	Think of outcomes beyond your 10 years.
431	General plan/survey c	Plan implementation/ir			Non-Actionable	Please stop making all of this so political. Just focus on the job. If you want to increase housing for Flagstaff residents, just do that. We are all so sick of the constant infusion of political priorities in an essentially nonpolitical issue like housing. You need more housing, produce more housing. The rest of it will all equal out if you just let the system find its own equilibrium and focus on the issue at hand, which is apparently housing right now. FOCUS

General Plan Survey Public Comments

Unique_ID_Split	Topic	Subtopic 1	Subtopic 2	Subtopic 3	Actionable in the 10 Year Housing Plan	Split Comment
585	General plan/survey c	Plan implementation/ir			Actionable	Finally, no matter what this plan ends up emphasizing, I would like to see us track our development annually so we know the inventory of our land and it's current zoning within the urban growth boundary. How much of our land (and not just housing units) is being built on annually and how much is dedicated to affordable housing? How much is dedicated to smaller home sizes and greater density? How much to second homes and STR's? This annual inventory will make the council, staff and the public aware of how much of our land is built for the wealthy and how much is truly available for locals that earn much more modest incomes. It will help in our decision making and in educating the public and will hopefully lead to support for the changes we need to make in the future,
625	General plan/survey c	Plan implementation/ir			Actionable	There are 58 action items, but only five are classified as "immediate," 16 are classified as "1- 4 years," 18 are "5-10 years," and 19 are classified as "ongoing," which is defined as up to 18 months. With no evaluation process, the City has no urgency to address the "Housing Emergency".
513	General plan/survey c	Plan implementation/impact			Non-Actionable	my concerns is that we have the corect people in place who will guide the city through these processes. How do you keep the politics out of it and make the decisions the most equitable and not changing with the tide with each election.
516	General plan/survey c	Plan implementation/impact			Non-Actionable	I don't have a lot of hope in your ability to influence City Council, they appear to be more interested in petty infighting and meaningless grandstanding than actually helping community members in need. Good luck all the same, if we can't make Flagstaff a live-able city for working class people we are in serious trouble.



10 - Year Housing Plan

Lead Housing Staff for Plan
Leah Bloom, Justyna Costa & Sarah Darr

Topics of Discussion

- Housing Emergency Declaration
- Public Participation
  - Creation to Final Plan
- Results from Public Comment
  - Actionable v. Non-actionable
- Plan Updates
- Plan Implementation & Reporting
- Approval / Adoption

1

Housing Emergency Declaration

Council declared a housing emergency in December 2020

- Encourage more **economically priced housing** construction for workforce
- Increase attainable housing opportunities for and **occupied by local residents.**
- Explore and support **additional local funding resources** for the creation of affordable housing units and expansion of programs to improve housing.
- **Foundational framework for establishing work programs, prioritizing staff work and allocating necessary funding for its implementation.**

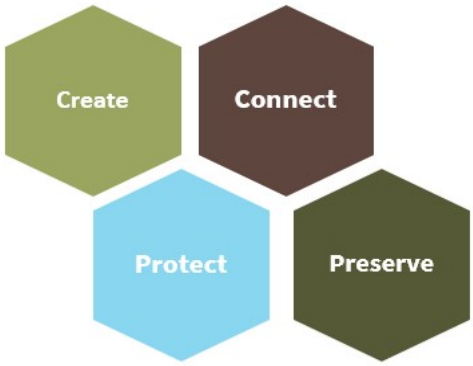
A single, comprehensive community-facing document to summarize the City's immediate and long-term needs and strategies to improving housing affordability.

2

Housing is interconnected to:

Flagstaff's Interconnected Challenges and Shared Solutions

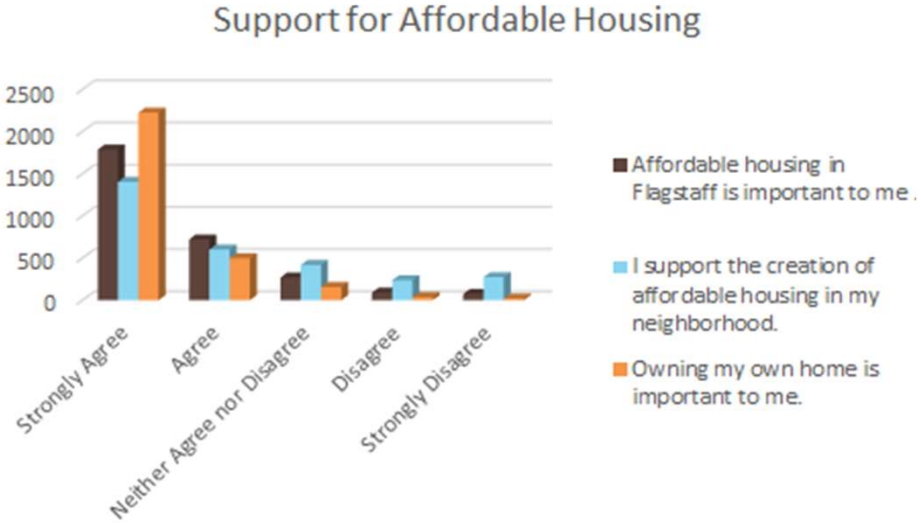
- Healthcare
- Neighborhoods and equity
- Sustainability
- Zoning and land use
- Economic opportunity



3

Flagstaff's Housing Survey

Support for Affordable Housing Development

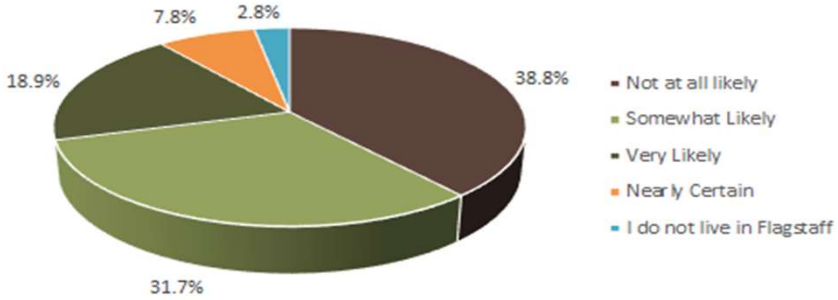


4

Flagstaff's Housing Survey

Respondents Considering Leaving

Likelihood to leave Flagstaff due to Housing Costs



The intent of the Housing Plan is to help individuals and families achieve housing affordability for those who want to continue to call Flagstaff their home.

5

Public Participation from the Beginning

Informal Working Groups Helped Create the Plan

Groups included Commissioners, City Staff and Community Members

Policy Working Group & Commission

1. Affordable Housing **Gap Analysis**
2. **Neighborhood Context & Equity**– Neighborhood and opportunity mapping.
3. Connection between **Housing and Sustainability**
4. Connection between **Health and Affordable Housing**
5. **Zoning and Land Use**

6

Inclusive Public Participation

Thank you Housing Commissioners!

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

7

Complete Public Participation

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

- ✓**Informal Working Groups**
  - ✓**80 Volunteers, over 1,000 hours**
- ✓**Community Housing Survey**
  - ✓**3,000 respondents**
- ✓**Draft Plan Created**
  - ✓**Housing Commission approved**
  - ✓**City Council informed**
- ✓**4 Housing Commission Meetings**
- ✓**3 City Council Meetings**
- ✓**Draft Plan Created**
  - ✓**30 Day Public Comment Period**
  - ✓**Community Outreach**
  - ✓**Community Forum Survey**
    - ✓327 responders
    - ✓Estimated 16.4 hours
- ✓ **Consideration of approval of final Plan**
  - ✓**Housing Commission**
  - ✓**City Council**

8

Local Data

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Homeownership | Increasingly Unaffordable

Since 2011, the median sales price of a home rose by **119%**, while Area Median Income rose by only **16%**.

119% **Increase in Median Sales Price** [1]

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
$230,000	$230,988	$267,000	$291,900	$298,000	$316,000	$348,293	$368,000	$385,000	$420,535	$502,500

16% **Increase in Area Median Income** [2]

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
$59,600	$56,700	$55,900	$53,600	$54,200	$56,900	$56,600	$63,000	$68,800	$67,700	$69,200

16% **Increase in Fair Market Rent (2-bedroom)** [3]

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
$1,136	$887	$1,066	$1,021	$1,033	$1,135	$1,037	$1,129	$1,237	$1,266	$1,315

1 Northern Arizona MLS. Information is deemed reliable, but is not guaranteed. | 2 https://www.huduser.gov/portal/datasets/il.html#2021 | 3 https://www.huduser.gov/portal/datasets/fmr.html

Housing Cost Burden Analysis

22,073

Flagstaff Community Members are housing cost burdened. *

All Households
Total Households with Payments | 19,531
Households Cost Burdened | 8,829
45% Cost Burdened

Homeowners
Total Households with mortgages | 7,542
Cost Burdened Homeowners | 2,005
27% Cost Burdened

Renters
Total Renter Households | 11,989
Cost Burdened Renters | 6,824
57% Cost Burdened

** **Cost burdened households** pay more than 30% of their monthly income towards housing.*

* US Census 2019 ACS

9

Local Data

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

City of Flagstaff Income Levels

47% of all households are Low-Income

- 19% Extremely Low (0-30% AMI)
- 10% Very Low (30-50% AMI)
- 18% Low (50-80% AMI)
- 18% Moderate (80-100% AMI)
- 35% High (120%↑ AMI)

* US Census 2019 ACS

HUD Flagstaff Area Median Income (AMI) Limits | 2021

Income Category	AMI %	AMI Income Ranges*
Extremely Low	0 - 30%	$0 - $21,960
Very Low	30 - 50%	$21,961 - $34,600
Low	50 - 80%	$34,601 - $55,350
Low to Moderate	80 - 120%	$55,351 - $83,040
Moderate to High	120% >	$83,041 >

** Income ranges based on three person household*

Cost of Living & Housing | National Comparison

Flagstaff Cost of Living
13.1% HIGHER — 13.1% higher than the national average

Flagstaff Cost of Housing
29% HIGHER — 29% higher than the national average

Data is from the Council for Community Economic Research 2020 Annual Average Data Report

10

What can Flagstaff Families Afford?

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

What Can Flagstaff Families Afford?

Household Type	Retiree on Fixed Income	Service Industry Worker @ $15/hr.	Single Parent with 2 children	Family of 4 people	Young married couple
Number in Household	1	1	3	4	2
Estimated Household Income	$16,140	$31,200	$55,350	$76,800	$73,800
% of Area Median Income	30%	58%	80%	100%	120%
Max **Rent** They Can Afford	$404	$780	$1,384	$1,920	$1,845
Max **Home Purchase Price** They Can Afford *	$49,000	$125,000	$248,000	$359,000	$343,000
$ Needed for **Downpayment & Closing Costs** *	$3,185	$8,125	$16,120	$23,335	$22,295

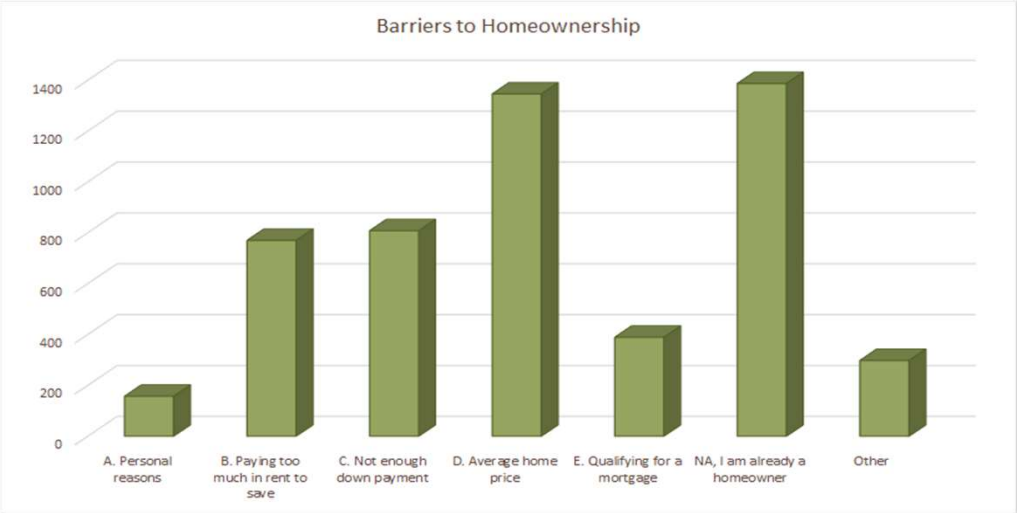
** 4.0% interest rate; 30-year term with 3.5% down payment. Assumes 30% housing ratio and that household debt does not impact affordability. Insurance = $50/mo. Taxes = $120/mo. No HOA payment. Monthly MI @0.28%.*

11

Flagstaff's Housing Survey

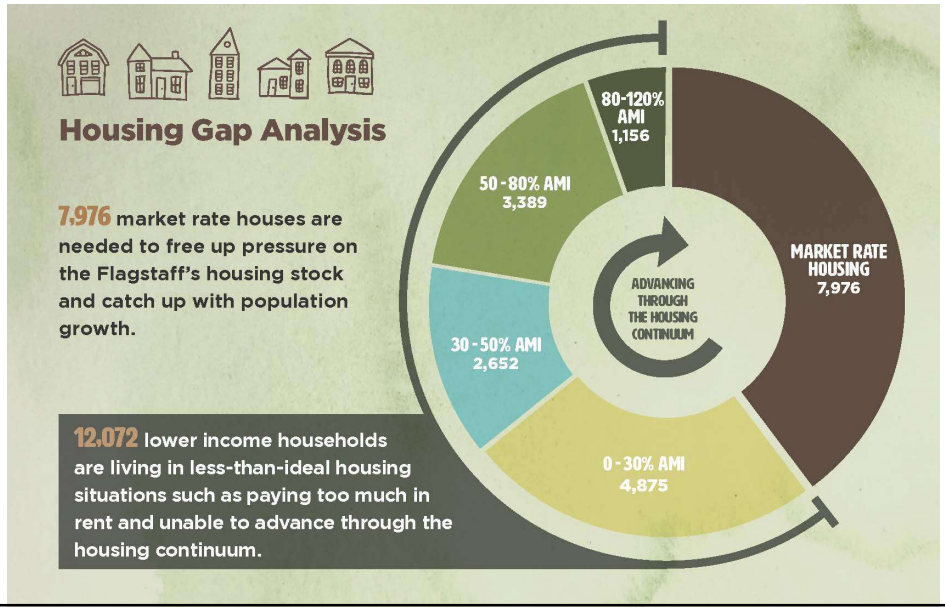
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Barriers to Homeownership



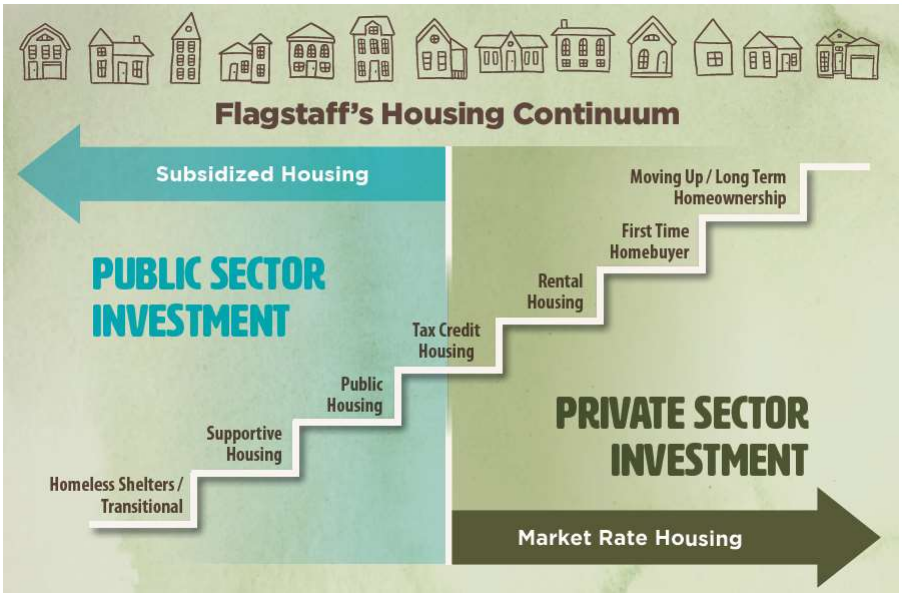
12

Total Housing Need



13

Basic Housing Continuum



14

GOAL

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Reduce the current affordable housing need in Flagstaff by half.

Element one: **Impact 6000 low-to-moderate income Flagstaff residents** through a combination of unit creation or subsidy provision.

Element two: **Create or preserve 7,976 units by 2031 with a minimum of 10% affordable.** This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

15

POLICY INITIATIVES & STRATEGIES

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

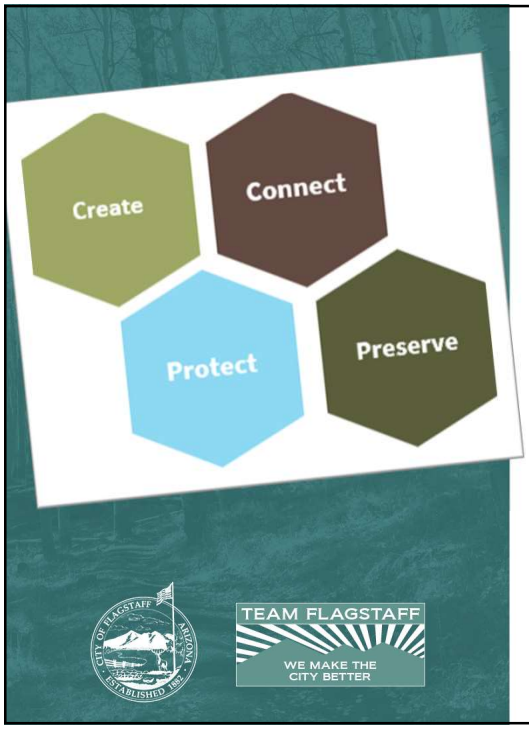
Asked Community:

Prioritize Policy Initiatives.

Favorability of Strategies.

Additions?

16



- ✓ Create housing options for households at all income levels and family sizes occupied by local residents.
- ✓ Connect people to equitable housing solutions.
- ✓ Preserve affordable housing
- ✓ Protect people from housing discrimination and remove housing barriers.

17

POLICY INITIATIVE

CREATE

Create 1: Incentivize the creation of affordable units through various **programs & mechanisms.**

Create 2: Ensure that the **Flagstaff Regional Plan** includes robust affordable housing goals and policies.

Create 3: Create a dedicated **funding source** for affordable housing in Flagstaff.

Create 4: Amend the **Flagstaff Zoning Code** to facilitate the development of all housing types.

Create 5: Explore **regulatory efficiency & cost-saving practices**.

18

POLICY INITIATIVE

CONNECT

Connect 1: **Reduce homelessness** in the Flagstaff community and seek creative solutions to **foster housing permanency for all**.

Connect 2: Implement a framework for centering **equity** in proposed and existing housing practices, policies and programs.

Connect 3: **Integrate healthcare into housing programs**, and housing into healthcare programs, as appropriate.

19

POLICY INITIATIVE

PRESERVE

Preserve 1: Encourage the **adaptive reuse** of buildings.

Preserve 2: Expand efforts to **preserve existing housing stock.**

20

Protect 1: Continue to further Federal & Arizona **Fair Housing laws** in all housing-related services & programs, valuing the efforts of those who seek to **reduce barriers to equitable housing opportunities**, & providing Fair Housing **education** and resources to the community.

Protect 2: Ensure **affordable housing is a part of every Flagstaff neighborhood** & work to **address disparate impact** as part of any development or redevelopment.

Protect 3: City Council will continue to **lobby** & support federal & state legislation to encourage changes to federal & state laws, and to **increase** the amount of **funding** available for the **preservation & construction of affordable housing.**

21

Written Comments

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Over 400 respondents
Over 600 split comments
16.4 hours

Shared with staff working in that subject area

Actionable → Incorporated

- Insights on goals, policies, and strategies
- Request more information

Non-actionable

- fell out of the scope
- related to other City of Flagstaff projects or strategic documents
- would be illegal or unconstitutional to implement
- were factually inaccurate based on the research of the Housing Commission and project team
- were general support or opposition to the Plan

22

Public Comment Topics

1. Development and Growth
2. Housing use/ownership
3. Economic
4. People
5. Financial
6. Housing Programs
7. Involvement
8. Environment/Sustainability
9. General plan/survey comments

23

Language and Content Updates

- Plan Flexibility
- Evaluation & Reporting
- Intention of the Plan
- Multiprong Approach
- Community Opposition
- NAU On Campus Students
- Zoning & Land Use
  - Percentage of land use in Flagstaff
  - Inclusionary Zoning

24

New Sections added into Final Plan

- Coconino County's Partnership
- Legal Barriers to Adopting Affordable Housing Policies
- What is Housing First?
- Forms of Housing
  - How market rate housing is funded

25

New Sections added to Final Plan

- Racial Disparities & Housing Justice
- Serving Local Residents Through City of Flagstaff Housing Programs
- Building Unity in Community
- City of Flagstaff Housing Authority & Possibilities

Housing Flagstaff

26

Implementation

Momentum is now!

Next Steps

- Develop Evaluation Process for Annual Repc
- Create First Year Work Program

Internal Processes

- Budget
- Procurement decisions
- City operations
- State & Federal Policy Priorities

27

Consideration of Approval

Questions, Comments & Discussion

28

14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/11/2022
Meeting Date:	02/15/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Deasy to place on a future agenda a discussion regarding a housing program for elderly citizens to have an assistive roommate in exchange for rent.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Deasy 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:

14. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/11/2022
Meeting Date:	02/15/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Vice Mayor Daggett to place on a future agenda a discussion regarding an ordinance to protect renters from income source discrimination.

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. Vice Mayor Daggett 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: