# CITY COUNCIL REGULAR MEETING AGENDA

**REGULAR COUNCIL MEETING**
**TUESDAY**
**NOVEMBER 1, 2022**

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

**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 or in-person**

**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.**

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## 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 SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

## 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

**A.** **Consideration and Approval of Minutes**: City Council Regular Meeting of September 21, 2021, Special Work Session/Town Hall of September 24, 2021, Combined Special Meeting/Work Session of September 28, 2021, Regular Meeting of October 5, 2021, Special Meeting (Executive Session) of September 13, 2022, Special Meeting (Executive Session) of September 20, 2022, and Special Meeting (Executive Session) of September 27, 2022.

**STAFF RECOMMENDED ACTION:**

Approve the minutes of the City Council Regular Meeting of September 21, 2021, Special Work Session/Town Hall of September 24, 2021, Combined Special Meeting/Work Session of September 28, 2021, Regular Meeting of October 5, 2021, Special Meeting (Executive Session) of September 13, 2022, Special Meeting (Executive Session) of September 20, 2022, and Special Meeting (Executive Session) of September 27, 2022.

## 5. PUBLIC PARTICIPATION

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

## 6. PROCLAMATIONS AND RECOGNITIONS

**A.** **Proclamation:** Nation's Finest 50th Anniversary

**B.** **Proclamation:** Alzheimer's and Caregiver Month

**C.** **Proclamation:** Native American Heritage Month

## 7. COUNCIL LIAISON REPORTS

## 8. 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:** Transportation Commission.

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring July 2023.
Make one appointments to a term expiring July 2025.
Make one appointment to a term for an FUSD Representative seat expiring November 2025.
Make one appointment to a term for a NAIPTA Representative seat expiring November 2025.

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

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring September 2023.
Make three appointments to terms expiring September 2025.

## 9. LIQUOR LICENSE PUBLIC HEARINGS

**A.** **Consideration and Action on Liquor License Application:** Andrea Dahlman Lekowitz "GoPuff," 2001 E. Huntington Drive, Suite 1, Series 10 (beer and wine store), New License.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with no recommendation;
(3) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

## 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 Letter of Intent:** City of Peace

**STAFF RECOMMENDED ACTION:**

Approve the letter of intent.

**B.** **Consideration and Approval of Letter of Support:** Save Oak Flats

**STAFF RECOMMENDED ACTION:**

Approve the letter of support.

**C.** **Consideration and Approval of Contract:** Cooperative Purchase Contract with Clark Equipment Company for one (1) Bobcat Toolcat in the amount of $71,896.48 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract #040319-CEC.

**STAFF RECOMMENDED ACTION:**

1. Approve the Cooperative Purchase Contract for one (1) Bobcat Toolcat in the amount of $71,896.48 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract # 040319-CEC; and
2. Authorize the City Manager to execute the necessary documents.

**D.** **Consideration and Approval of Final Plat:** RP4V, LLC and RP40, LLC request approval of the Final Condominium Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-09), a 40-unit multi-family residential condominium subdivision. The 3.71-acre site is located at 1221 E. Emma Drive in the MR, Medium Density Residential Zone, and has a Resource Protection Overlay (RPO).

**STAFF RECOMMENDED ACTION:**

Approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

**E.** **Consideration and Approval of Final Plat:** RP4V, LLC and RP40, LLC request approval of the Final Plat for Rio Homes Unit 4 Multi-Family, a 6-unit multi-family residential townhome subdivision (PZ-19-00019-08). The 5.1-acre site is located at 1221 East Emma Drive in the MR, Medium Density Residential Zone, and has a Resource Protection Overlay (RPO).

**STAFF RECOMMENDED ACTION:**

Approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

**F.** **Consideration and Approval of Contract:** Cooperative Purchase Contract with 72 Hour, LLC d/b/a National Auto Fleet Group for the purchase of One (1) New/Unused 2023 Ford Expedition in the amount of $61,326.18 through a Sourcewell cooperative contract.

**STAFF RECOMMENDED ACTION:**

1. Approve a Cooperative Purchase Contract with 72 Hour, LLC d/b/a National Auto Fleet Group for the purchase of One (1) New/Unused 2023 Ford Expedition in the amount of $61,326.18 through a Sourcewell cooperative contract.
2. Authorize the City Manager to execute all necessary documents.

**G.** **Consideration and Approval of Contract:** Approve Amendment One of the Professional Services Contract with Arizona Water Buffalo, LLC with additional compensation not to exceed $57,465 for a total contract amount of $107,415 for Water Services Consulting Services.

**STAFF RECOMMENDED ACTION:**

1. Approve Amendment One of the Professional Services Contract with Arizona Water Buffalo, LLC with additional compensation not to exceed $57,465 for a total contract amount of $107,415 for Water Services Consulting Services; and
2. Authorize the City Manager to execute the necessary documents.

**H.** **Consideration and Approval of Contract:** Cooperative Purchase Contract with Empire Southwest, LLC for a Caterpillar 906 articulated loader in the amount of $133,698 on a National Intergovernmental Purchasing Alliance cooperative purchase agreement with the City of Tucson.

**STAFF RECOMMENDED ACTION:**

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC for a Caterpillar 906 articulated loader in the amount of $133,698; and
2. Direct the City Manager to execute the necessary documents.

## 11. PUBLIC HEARING ITEMS

**A.** **Consideration and Adoption of Ordinance No. 2022-28:** An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Section 10-90.40.030 Rural Floodplain Map, to change the map designation of approximately 7.76 acres of real property from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street; providing for severability and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022, Council Meeting:
1) Read Ordinance No. 2022-28 by title only for the first time
2) City Clerk reads Ordinance No. 2022-28 by title only (if approved above)
At the November 15, 2022, Council Meeting:
3) Read Ordinance No. 2022-28 by title only for the final time
4) City Clerk reads Ordinance No. 2022-28 by title only (if approved above)
5) Adopt Ordinance No. 2022-28

**B.** **Consideration and Adoption of Resolution No. 2022-51 and Ordinance No. 2022-27:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-19-00248 Updates to Zoning Code - Outdoor Lighting 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 Outdoor Lighting Standards.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022, Council Meeting:
1) Read Resolution No. 2022-51 by title only for the first time
2) City Clerk reads Resolution No. 2022-51 by title only (if approved above)
3) Read Ordinance No. 2022-27 by title only for the first time
4) City Clerk reads Ordinance No. 2022-27 by title only (if approved above)
At the November 15, 2022, Council Meeting:
5) Adopt Resolution No. 2022-51
6) Read Ordinance No. 2022-27
7) City Clerk reads Ordinance No. 2022-27 by title only (if approved above)
8) Adopt Ordinance No. 2022-27

## 12. REGULAR AGENDA

**A.** **Consideration and Approval of Contract:** Approve the Professional Engineering Services Contract with Burgess & Niple, Inc. in the amount of $716,401.00 for the Butler-Fourth Improvements Project.

**STAFF RECOMMENDED ACTION:**

1. Approve the Professional Engineering Services Contract with Burgess & Niple, Inc. in the amount of $716,401.00 for the Butler-Fourth Improvements Project with a contract duration of 300 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

**B.** **Consideration and Adoption of Ordinance No. 2022-30:** An ordinance amending City Code to align City Code and industrial discharge permits with the language in Environmental Protection Agency (EPA) 40, and Code of Federal Regulations (CFR) 403.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022 Council Meeting:
1) Read Ordinance No. 2022-30 by title only for the first time
2) City Clerk reads Ordinance No. 2022-30 by title only (if approved above)
At the November 15, 2022 Council Meeting:
3) Read Ordinance No. 2022-30 by title only for the final time
4) City Clerk reads Ordinance No. 2022-30 by title only (if approved above)
5) Adopt Ordinance No. 2022-30

**C.** **Consideration and Adoption of Resolution No. 2022-50:** A resolution of the Flagstaff City Council adopting the Active Transportation Master Plan

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-50 by title only
2) City Clerk reads Resolution No. 2022-50 by title only (if approved above)
3) Adopt Resolution No.2022-50

**D.** **Consideration and Adoption of Resolution No. 2022-52:** A Resolution of the Flagstaff City Council, requiring that new construction and major renovation of all city-owned, non-housing section, occupied facilities achieve emissions-neutral operations, and that these same facilities shall be designed to support one or more functions of a “community resilience hub” to support vulnerable community members during disruptive events, and that in the event that a city-owned building or property is being vacated by the city, that the housing section first have the opportunity to evaluate the property and determine the feasibility of re-purposing or developing in a manner that supports increasing the number of available and affordable housing units, and repealing Resolution no. 2014-09.

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-52 by title only
2) City Clerk reads Resolution No. 2022-52 by title only (if approved above)
3) Adopt Resolution No. 2022-52

**E.** **Consideration and Adoption of Ordinance No. 2022-29:** An ordinance of the City Council of the City of Flagstaff, amending section 1-07-001-0005, Salaries, of the Flagstaff City Code, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022 Council Meeting:
1) Read Ordinance No. 2022-29 by title only for the first time
2) City Clerk reads Ordinance No. 2022-29 by title only (if approved above)
At the November 15, 2022 Council Meeting:
3) Read Ordinance No. 2022-29 by title only for the final time
4) City Clerk reads Ordinance No. 2022-29 by title only (if approved above)
5) Adopt Ordinance No. 2022-29

## 13. DISCUSSION ITEMS

### A. Snow Readiness and Operations Update- PROSE / Public Works

**STAFF RECOMMENDED ACTION:**

Discussion of the upcoming winter season preparations and parking restrictions. This discussion item is informational only.
- Public Works Streets Section snow operations
- Parks Section snow operations
- Parking and community impacts

### B. Discussion on Stormwater Credit Manual Revisions

**STAFF RECOMMENDED ACTION:**

Staff recommends accepting the proposed revisions to the Stormwater Credit Manual and seeks direction from City Council to formalize those revisions.

### C. Discussion of potential Holiday Display Policy

**STAFF RECOMMENDED ACTION:**

Discussion and direction to staff regarding potential establishment by resolution of a holiday display policy.

## 14. PUBLIC PARTICIPATION

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

## 16. 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

**4. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Saltzburg, City Clerk |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Minutes**: City Council Regular Meeting of September 21, 2021, Special Work Session/Town Hall of September 24, 2021, Combined Special Meeting/Work Session of September 28, 2021, Regular Meeting of October 5, 2021, Special Meeting (Executive Session) of September 13, 2022, Special Meeting (Executive Session) of September 20, 2022, and Special Meeting (Executive Session) of September 27, 2022.

**STAFF RECOMMENDED ACTION:**

Approve the minutes of the City Council Regular Meeting of September 21, 2021, Special Work Session/Town Hall of September 24, 2021, Combined Special Meeting/Work Session of September 28, 2021, Regular Meeting of October 5, 2021, Special Meeting (Executive Session) of September 13, 2022, Special Meeting (Executive Session) of September 20, 2022, and Special Meeting (Executive Session) of September 27, 2022.

**Executive Summary:**

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

**Financial Impact:**

None

**Policy Impact:**

None

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

**Priority Based Budget Key Community Priorities and Objectives**

Effective Governance

**Previous Council Decision on This:**

None

**Attachments:** 09.21.2021 CCRM
09.24.2022.CCSWSTH
09.28.2021 CCSMWS

10.05.2022 CCRM
09.13.2022 CCSMES
09.20.2022 CCSMES
09.27.2022 CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 21, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

# MINUTES

## 1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held September 21, 2021, to order at 3:03 p.m.

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

## 2. ROLL CALL

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

PRESENT: ABSENT:

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

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

## 3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

Mayor requested a moment of silence in honor of a member of Team Flagstaff who passed away.

### MISSION STATEMENT

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

## 4. PUBLIC PARTICIPATION

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

None

## 5. PROCLAMATIONS AND RECOGNITIONS

**A. Proclamation:** Adult Education and Family Literacy Week

The City Council approached the podium and Mayor Deasy read and presented the Adult Education and Family Literacy Week proclamation.

**B. Proclamation:** Flagstaff Symphony Orchestra 72nd Season

The City Council approached the podium and Mayor Deasy read and presented the Flagstaff Symphony Orchestra 72nd Season proclamation.

## 6. CITY MANAGER REPORT

**A. City Manager Report**

Mr. Clifton briefly reviewed his report.

## 7. COUNCIL LIAISON REPORTS AND INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF

Vice Mayor Daggett reported that the 10-Year Housing Plan will be released from the Housing Commission in the near future. She reported that she met with the Deputy Consul General for the Mexican Consulate at the Sunnyside Celebration. She attended the NACA 50 th Anniversary celebration and she reminded the public that the Festival of Science is coming up.

Councilmember Aslan reported that the Coconino Plateau Water Advisory Council will be holding their annual field trip later that week to Babbitt Ranch.

Councilmember McCarthy reported that he toured the Tynkertopia facility the prior week and encouraged everyone to visit. He also attended the Pickin in the Pines Festival.

Councilmember Salas reported that the Parks and Recreation Commission was unable to meet that month due to lack of quorum. She attended the ribbon cutting ceremony for a new program that introduces students to beer brewing and provide an opportunity to earn certification and intern with microbreweries in Flagstaff.

Councilmember Shimoni also attended the NACA Anniversary event as well as the Tribal

Summit Health Choice event.

Councilmember Sweet reported that the Beautification and Public Art Commission will be holding its annual budget retreat on September 29, 2021. The deadline to submit applications for the Beautification in Action grants is coming up soon.

Mayor Deasy reported that he attended the NACA Anniversary celebration. He also reported that it is the 40th anniversary of the Assistance League of Flagstaff. He reported that there is a Special Work Session of Council on Friday, September 24, 2022 to discuss the Alternate Response Program. He recognized James Turrell, a 44 year resident who was awarded the Japan Art Association's Praemium Imperiale award for his sculpture work. Lastly, he reported that the Commission on Diversity Awareness is excited about the upcoming Land Acknowledgement discussion.

## 8. COVID-19 UPDATE

### A. COVID-19 Update

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

AGENDA
CCHHS: COVID-19 WEEKLY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS

Coordinator for Indigenous Initiatives Rose Toehe continued the presentation.

INDIGENOUS NATIONS DATA
NAVAJO NATION
HOPI TRIBE

Council thanked Ms. Anderson and Ms. Toehe for the report.

## 9. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Deasy opened the public hearing for all applications.

Police Sergeant Ryan Turley introduced the two applications noting no concerns.

There being no public comment Mayor Deasy closed the public hearing.

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to forward the applications to the State with a recommendation of approval.

**Vote:** 7 - 0 - Unanimously

**A.** **Consideration and Action on Liquor License Application:** Bryan James Lubbehusen, "Square Root Foods," 2223 E. 7th Avenue, Series 10 (beer and wine store), New License.

**B.** **Consideration and Action on Liquor License Application:** Ryan Witner Anderson, "Target," 1650 S. Milton Road, Series 09 (liquor store - all spirituous liquor), New Application.

## 10. ROUTINE ITEMS

**A.** **Recognition of Bus Art Winners and Ratification:** Beautification and Public Art Commission recommendations for Bus Art Project on Climate Change and Hope

Beautification and Public Arts and Sciences Manager Eliza Kretzman provided a PowerPoint presentation that covered the following:

BUS ART ON CLIMATE CHANGE AND HOPE
BACKGROUND
RECOGNITION OF SELECTED ARTISTS
LUKE GILES
DANA KAMBERG
NATE NISE
BEAU ARENAS ORTIZ
KAYLEY QUICK

Council expressed their gratitude for the presentation and congratulated the selected artists. They appreciated the inclusions of hope with the messages of climate change and were impressed with the collaboration between commissions, Mountain Line, and local schools.

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to ratify the contracts awarded by the Beautification and Public Arts Commission related to a bus art project on climate change and hope.

**Vote:** 7 - 0 - Unanimously

**B.** **Update and Review:** Working Calendar and Future Agenda Item Requests

City Clerk Stacy Saltzburg reviewed the Working Calendar and pending Future Agenda Item Requests. Council was appreciative of the update and thanked staff for their work on preparing the upcoming topics for discussion.

## 11. REGULAR AGENDA

**A.** **Consideration and Adoption of Ordinance No. 2021-22:** An ordinance of the City Council of the City of Flagstaff clarifying the duties of the Beautification and Public Art Commission, and clarifying that the Procurement Code Manual procedures apply to expenditures for Arts and Sciences and Beautification funds; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

City Attorney Sterling Solomon introduced the item and stated that the ordinance is needed for some clean up regarding the duties of the Beautification and Public Art Commission.

The amendments will allow small dollar amount contracts to be processed efficiently and allow Council to provide direction to the commission. This is consistent with current practices and just needs to be clarified accordingly in the city code.

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA CLARIFYING THE DUTIES OF THE BEAUTIFICATION AND PUBLIC ART COMMISSION, AND CLARIFYING THAT THE PROCUREMENT CODE MANUAL PROCEDURES APPLY TO EXPENDITURES OF ARTS AND SCIENCES AND BEAUTIFICATION FUNDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Ordinance No. 2021-22 by title only for the first time.

**Vote:** 7 - 0 - Unanimously

**B.** **Consideration and Adoption of Resolution No. 2021-43 and Ordinance No. 2021-21:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "Nuisance Noise Code Amendments;" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 6-08, Noise Control, by adopting by reference that certain document entitled "Nuisance Noise Code Amendments;" providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Deputy Police Chief Frank Higgins provided a PowerPoint presentation that covered the following:

NUISANCE NOISE
NUISANCE NOISE ORDINANCE
WHAT IT COVERS
HOW NOISE WILL BE MEASURED
COUNCIL OPTIONS
PROPOSED PENALTIES AND PROCESS

The following individuals addressed Council in support of an ordinance to address nuisance noise:

- Robyn Cass
- Michael Collier
- Rose Houk

The following comments were received:

- Nuisance noise has significantly increased over the years.
- The noise impacts people’s lifestyle and wellbeing.
- Please continue conversations about a possible ordinance to address noise.
- If the mission of the City is to protect and enhance the quality of life for all, why does it allow nuisance noise to continue.
- Consider the community’s tolerance for unnecessary vehicle noise.
- Boise, Idaho restricts noise to 90 decibels at 20 feet; Flagstaff should consider the same.
- Nothing more than common sense is needed for enforcement.
- Noise in Townsite has gotten particularly bad in the last year and a half.
- Enforcement is needed to educate and fine perpetrators.

The following individuals submitted written comments in support of a nuisance noise ordinance:

- Ellen Ryan
- Judy Finney

Councilmember McCarthy asked what enforcement would look like. Deputy Chief Higgins stated that it would likely consist of all traffic squads being trained so when they are tracking speed they can also monitor noise. There would need to be some specialized equipment used so there is no subjectivity in enforcement and to ensure that there is something concrete to prove in court. Senior Assistant City Attorney Marianne Sullivan added that specialized equipment is necessary because one person's view of what is a nuisance may be very different than someone else. Having established limits and ways to quantify the limits is important.

Councilmember McCarthy stated that he appreciates starting the process and discussion about putting something in place. He believes that more work is needed, and he suggested a future Work Session to further discuss.

Vice Mayor Daggett stated that she would be comfortable with postponing any action to allow more time to consider the process and how things would work.

Councilmember Salas also voiced support for postponing action and having a future Work Session. She asked if there were cases from other cities and towns with similar ordinances. She expressed concern about the budgetary impacts and would like to see more analysis in terms of equipment costs, certification costs, and recertification. She was also concerned about the impact on the operations of the Department given their current vacancies and workload; nuisance calls will likely be the lowest priority and while she wants to see the matter addressed an effective enforcement structure is needed.

Ms. Sullivan indicated that she did not find any cases but she can do a more comprehensive search to see if there is anything that would provide more guidance.

Councilmembers Sweet and Shimoni indicated their support for postponing action and holding a future Work Session to discuss further.

Councilmember McCarthy requested a summary on the allowable noise levels at parks to aid in the future discussion.

Mayor Deasy stated that he would like to move the ordinance forward with a hard limit of 88 decibels. He is concerned that going to a Work Session would be moving in the wrong direction and would like to see something put into place sooner rather than later.

A majority of Council was supportive of postponing the item until after a Work Session could take place.

A break was held from 4:56 p.m. through 5:17 p.m.

## 12. DISCUSSION ITEMS

### A. Lone Tree Overpass Project Update

ITEM POSTPONED TO A LATER DATE

**B. Public Release of Draft Active Transportation Master Plan**

Multi-Modal Transportation Planner Martin Ince provided a PowerPoint presentation that covered the following:

DRAFT ACTIVE TRANSPORTATION MASTER PLAN
INTENT OF THE ATMP
CONTENTS
APPROACH (THE BIG SHIFT)
POLICY SUPPORT
STRATEGIES AND ACTIONS
PED/BIKE INFRASTRUCTURE
PLANNING AND DESIGN GUIDANCE
PROCESS
PUBLIC REVIEW
OPEN HOUSES
COMMUNITY SURVEY
COUNCIL ROLE
FLAGSTAFF ATMP WEBSITE

Councilmember Shimoni expressed excitement about the effort moving forward. He requested a one-page graphic that could direct people to the different informational resources.

Councilmember Aslan asked how Proposition 419 money could be invested in critical infrastructure needs if the John Wesley Powell extension was not built out. There will be conversation in the community about whether the extension project should happen.

City Engineer Rick Barrett stated that only 40% of the John Wesley Powell extension would be funded by Proposition 419 funds. The extension will connect Pine Canyon to the Butler Avenue and Fourth Street intersection. They are nearing completion of the engineering portion and they are working on the Regional Plan amendment. Council will be heavily involved in many of the details and there will be a lot of public involvement along the way.

Councilmember Salas noted that the John Wesley Powell extension is stipulated in the Regional Transportation Master Plan which was developed by many partners within the community. The Council has advocated for funding for the extension. The discussion about the ATMP needs to focus on how the goals coincide and compliment the Regional Transportation Master Plan goals.

**C. Discussion of Letter Regarding 4FRI RFP Cancellation**

Interim Public Affairs Director Sarah Langley and Wildland Fire Manager Neil Chapman explained that the U.S. Forest Service decided to cancel the Four Forest Restoration Initiative Phase 2 request for proposals (RFP). The Forest Service indicated that the RFP requirements were not aligned with industry standards and that the project involves significant financial and investment risks that are unresolved.

The letter for consideration highlights the City’s commitment to forest restoration and its desire to see such project advance and continue.

Councilmember McCarthy requested that resulting flooding should also be noted in the letter. With that addition, Council was supportive of sending the letter to the U.S. Forest

Service.

## 13. 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 Citizens' Petition seeking to "designate that Woody Way Traffic is a one-way street westbound only. Allowing for emergency vehicle access."

Petitioner Brianne Hall introduced the petition asking Council to close Woody Way to westbound traffic. She expressed concern about safety in the area stating that the 90 degree turn is difficult to navigate especially when cars are speeding. Too many vehicles are now funneling through the area and putting lives and property at risk.

Transportation and Engineering Project Manager Stephanie Santana provided a PowerPoint presentation that covered the following:

OUTLINE
VICINITY MAP
ROLE OF TRANSPORTATION COMMISSION
BACKGROUND/HISTORY OF WOODY WAY
CITY TRAFFIC STUDY
RECENT DATA
CURRENT PILOT PROJECTS
RADAR FEEDBACK SIGNS
NEXT TRAFFIC COUNTS
UPCOMING DISCUSSIONS WITH TRANSPORTATION COMMISSION

The following individuals addressed Council in support of the citizen petition:

- Garrett Hall
- Melody Bowling

The following comments were received:

- Boulder Point streets are narrow and when cars park on both side of the street it is narrowed to one way which requires vehicles to stop and sometimes back up to allow others to pass.
- Woody Way should be one way only.
- Frustrations between drivers are high.
- The narrow streets combined with speeding drivers is highly dangerous.
- This is a quality of life issue as much as it is a safety issue.
- Noise is a big issue now.
- People have willful disregard for the law and feel like they can come through our neighborhood.
- Drivers are in a hurry and they are extremely disrespectful.
- The traffic calming measures are nowhere near where this intersection is and no one stops at the stop signs.
- A permanent solution is needed to address the issue.

Written comments in support of the citizen petition were submitted by the following:

- Jason Nackard

Written comments in opposition to the citizen petition were submitted by the following:

- John Forsythe
- The Presidio in the Pines Board of Directors
- Crystal Graziano
- Robert Davis
- Elizabeth Jorgensen Winslow
- Don and Lynne Luker

Councilmember Shimoni stated that similar issues are occurring in other areas of the community. Narrow roads encourage slower speeds. He is eager to see what comes out of the commission discussions regarding the matter. He would like to have the matter run through he proper course and then come back to Council with recommendations from the commissions and staff. He asked staff to consider options that do not negatively impact bicyclists and pedestrians.

Councilmember Aslan indicated that he supports the petition and is ready to shut down the road and then discuss other measures.

Vice Mayor Daggett acknowledged the challenges being faced by residents. She would like the Transportation Commission and staff to determine the best course of action. There is a big problem all around town with angry drivers driving too fast and being aggressive without thinking about consequences. People need to slow down and respect neighborhoods.

Councilmember Sweet noted the increasing traffic and indicated that she does want to know the results of the studies and commission discussions before making a decision.

Councilmember McCarthy indicated that prior to Presidio in the Pines being built, Council had a discussion about whether the road should be open or closed and at that time Council made the decision to keep the road closed during construction and that when the construction was done the road would be opened. That was the promise to the people in Presidio.

Mayor Deasy recognized the frustration felt by the neighborhood and stated that similar issues exist in other areas of the community. Something needs to be done but it should go through the proper process with the commissions and staff.

A majority of Council supported placing the item on a future agenda for discussion. Council asked staff to compile the results of the traffic analysis and meet with the commissions prior to the discussion with Council.

## 14. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mr. Clifton noted that staff made a small change to the agenda and separated the To/From section from the Request for Future Agenda Items. To/From would occur at the beginning of the meeting and then the Future Agenda Item Requests would come towards the end of the agenda. Staff is looking for feedback on whether Council would like to continue the new format.

Councilmember Shimoni stated that he appreciates giving closing words at the end of the meeting and would support keeping To/From together with Future Agenda Item Requests at the end of the meeting. Council agreed they would like to keep the format as it was with To/From and Future Agenda Item Requests combined at the end of the meeting.

Councilmember Salas expressed words of compassion and sympathy for the family, friends, and co-workers of Bret Peterson. She also encouraged the public to donate supplies such as face masks and personal hygiene products to Flagstaff Shelter Services. She also recognized staff involved with the Fourth Street bridge, the City was recognized for the design that improved safety for vehicles, cyclists, and pedestrians.

**15. ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held September 21, 2021, adjourned at 6:35 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

**CERTIFICATION**

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 21, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of November, 2022.

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION/TOWN HALL
FRIDAY, SEPTEMBER 24, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
1:00 P.M.

# MINUTES

**1. Call to Order**

Mayor Deasy called the Special Work Session/Town Hall of September 24, 2021 to order at 1:00 p.m.

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

**2. ROLL CALL**

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

| PRESENT: | ABSENT: |
|---|---|
| MAYOR DEASY<br>VICE MAYOR DAGGETT<br>COUNCILMEMBER MCCARTHY<br>COUNCILMEMBER SALAS<br>COUNCILMEMBER SHIMONI<br>COUNCILMEMBER SWEET | COUNCILMEMBER ASLAN |

Others present: Deputy CIty Manager Shannon Anderson and City Attorney Sterling Solomon

**3. Alternate Response Model and Care Center Discussion**

Mayor Deasy provided some welcoming remarks and turned the time over to staff for a presentation that covered the following:

ALTERNATE RESPONSE TOWN HALL
WELCOME
WHERE DID THE THOUGHT OF AN ALTERNATE RESPONSE PROGRAM BEGIN?
PURPOSE OF AN ALTERNATE RESPONSE MODEL
ALCOHOL AND BEHAVIORAL HEALTH RELATED CALLS
WHAT MODELS INFLUENCED THE IDEA OF AN ALTERNATE RESPONSE MODEL?
WHERE ARE WE NOW IN 2021?
WHERE ARE WE GOING?
WHY CONSIDER AN ALTERNATE RESPONSE MODEL?
ALTERNATE RESPONSE CARE CENTER
DISCUSSION

The floor was open to public comment and dialogue. The following individuals spoke on the topic:

- Barbara Tait
- Mandy Gebler
- Tallerita Rogers
- Ross Altenbaugh
- Matt Eckoff
- Sandi Flores
- Fawn Toya
- Charlie Odegaard
- Lauren Lauder
- Dorothy Gishie
- Jamie Whelan
- Devonna McLaughlin
- Vanessa Lawson
- Micah Schwartz
- Peggy Spurlock

There were other members of the public who spoke, but names were not given or were inaudible.

The following comments were received:

- Having somewhere to sleep should be a welcomed behavior.
- There should be some place to rest and socialize.
- Provide access to computers and the ability to get one-on-one support services.
- More resources are needed to assist people with low digital literacy.
- The libraries are well suited for computer access and job search assistance, this may not be a service specifically needed in a care center.
- The care center is more of a crisis intervention center versus a long term treatment facility.
- I am concerned that we are looking outside of the state when there are perfectly good models that are working here in the state of Arizona.
- Flagstaff Shelter Services provides nearly all the basic services discussed today; the City needs to meaningfully invest in the homeless shelter.
- Money is better spent on getting people out of homelessness and into permanent housing.
- Urge you to think long and hard about making homelessness and poverty comfortable for people, let’s focus on finding them steady income and housing.
- The model has not laid out who it will be serving, how many people it will be serving, and how.
- There is funding available to hire a facilitator to have a community led conversation about how to spend ARPA funding and how to do it in a meaningful way to solve homelessness issues.
- ARPA funding can be used to resuscitate some of the problems we have here around homelessness and really talk about housing in a meaningful way that solves problems for people or it can use to start something that cannot be sustained.
- The idea of putting bond resources behind this is a challenge; we couldn’t pass a housing bond but we are going to try for a bond to get a facility when we already have facilities in town.
- Service providers need to be included in the committee, there needs to be input from those who will be providing services.
- Unless you really, truly understand in a clear perspective of what is happening on the streets right now with the population you are talking about, your plan is going to fail.
- Guardian Medical Transport transported 4,325 intoxicants in the past twelve months.
- This is a population that can be difficult at times. Paramedics are often assaulted during response to these types of calls. That is something that needs to be considered as you send crisis workers out into the field.

- This concept is to be applauded; there is a lot more work to do but we are heading in a positive direction.
- It is important that consideration is given to people's voice and dignity in how their needs are addressed.
- The RARE Assessment should be considered as a tool in working with people.
- Transparency and coordination is needed as this process moves forward.
- People need someone to listen, a place to rest, food, and clean clothes; when they are unable to get those things it creates barriers to further assistance.
- To get things done, it takes political will and that takes a lot of hard work, takes a lot of relationship building, and a lot of collaboration to see a benefit to our community.
- There is space for a sobering center at the shelter; instead of taking people into the hospital or jail they could be held in a safe space where they can sober up and get access to resources and assistance.
- The crisis and the detox services are really important long term and we need a sustainable model otherwise it will be something that is not effective in facilitating change.
- When clients are housed, we see less interventions; a significant focus should be on finding permanent housing.
- There are huge gaps in the array of services that we are trying to provide with this single solution; it has to be more holistic than that.
- This community has organizations that provide the services that we're looking for, and if we can all come together and merge and come up with collective solutions we could solve a lot of the issues that we that were talking about.
- My health is your health, and there's no greater lesson in this conversation than that and that if you have neighbors in your community who do not have somewhere to sleep, that is a negative health outcome for our entire community.
- More data is needed on calls for service and service provider data.
- Please make sure that your Housing Section is involved in future conversations about the program going forward.
- Please include the library along with all the social service providers represented here.

**4. Adjournment**

The Work Session/Town Hall held September 24, 2021, adjourned at 2:42 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, SEPTEMBER 28, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

# MINUTES

## 1. Call to Order

Mayor Deasy called the Special Meeting of the Flagstaff City Council held September 28, 2021, to order at 3:04 p.m.

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

## 2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

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

## 3. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Vice Mayor Daggett read the Mission Statement of the City of Flagstaff.

### MISSION STATEMENT

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

4. **Recognition:** Flagstaff Olympic Athletes

The Mayor and Council approached the podium and recognized Luis Grijalva, Aliphine Tuliamuk, Rachel Schneider, Molly Seidel, and Kaitlin Verfeurth. Mayor Deasy read and presented a recognition to each athlete.

5. **Appeal of the Denial by the Planning Commission of PZ-19-00204-03**: Appeal of the denial of a Conditional Use Permit request from Miramonte Presidio LLC to establish a Planned Residential Development (PRD) on Tract M within the Presidio in the Pines master planned development. The PRD consists of 39 multi-family residential units on 2.77 acres located at 2940 S Woody Mountain Road within the Highway Commercial (HC) zone.

Planning Development Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

PZ-19-00204-03 PRESIDIO TRACT M PLANNED RESIDENTIAL DEVELOPMENT CONDITIONAL USE PERMIT
PRESIDIO TRACT M
BACKGROUND
PROPOSED SITE PLAN
ON-SITE PARKING
PROPOSED ELEVATIONS
EXISTING ARCHITECTURE
WHAT IS A CONDITIONAL USE PERMIT?
FINDINGS
ACCESS, TRAFFIC, AND CIRCULATION
ADEQUACY OF SITE
RESOURCE PROTECTION PLAN
NOISE, LIGHT, VISUAL, AND OTHER POLLUTANTS
STYLE AND SITING OF STRUCTURE AND RELATIONSHIP TO SURROUNDING NEIGHBORHOOD
LANDSCAPING AND SCREENING
LANDSCAPE PLAN
IMPACT ON PUBLIC UTILITIES
SIGNAGE AND OUTDOOR LIGHTING
DEDICATION AND DEVELOPMENT OF STREETS
IMPACT ON RESOURCES
PUBLIC PARTICIPATION PLAN
RECOMMENDATION

Land Acquisition and Development Manager for Miramonte Homes Charity Lee provided a PowerPoint presentation that covered the following:

TONIGHT'S PRESENTATION
OVERVIEW MAPS
NEIGHBORHOOD QUESTIONS/CONCERNS
ASSESSOR MAP
ORIGINAL PRESIDIO IN THE PINE SUBDIVISION PLANNED FOR 788 UNITS
TRACT A – ORIGINAL PLAN
TRACT A – TODAY
TRACT B – ORIGINAL PLAN
TRACT B – TODAY

IS TRACT M PART OF THE HOA?
HISTORY OF TRACT M
TRACT M ZONING
SITE PLAN FOR DEVELOPMENT
IS PARKING SUFFICIENT?
HOW WILL THE PROPERTY ADDRESS DRAINAGE?
IS TRAFFIC TOO DENSE?
WILL CONDOS BE COMPATIBLE WITH EXISTING DEVELOPMENT?
RENDERINGS
HERS INDEX SCORES
GRANTING THE CONDITIONAL USE PERMIT

Councilmember Salas asked how short-term rentals would be addressed. Ms. Lee explained that they would be restricted through the deed restrictions and nothing less than 30-day rentals would be permitted.

Councilmember Shimoni asked if there were any community spaces included in the project such as gardens or dog parks. Ms. Lee stated that no additional amenities were provided in order to protect the tree resources but there is access to surrounding open space.

The following individuals addressed Council in opposition of the granting of the Conditional Use Permit:

- Summer Johnson
- Robert Davis
- Whitney Biggerstaff
- Cal Hamren
- Cynthia Daiker
- Brandon Johnson

The following comments were received:

- The City Council needs to uphold the decision of the Planning and Zoning Commission.
- We bought a home in Presidio because we were told by numerous realtors and builders that Tract M would be used as either public greenspace for the neighborhood, or possibly a church.
- The parking in the area is already stressed, this will add more vehicles to the streets further complicating the issue.
- The water drainage infrastructure was not designed to support 39 condominiums.
- Adding the condos will change the family feel of the neighborhood.
- Most of the condos will probably be bought by investors, who will rent them to college students or temporary residents which does not address the housing problem.
- We are a wonderful community and want things to stay designed as is.
- There is a safety issue with putting the 39 units at the entrance of the community.
- This will eliminate a benefit to the community in exchange for condos.
- The site should keep the original intent of a church building.
- The entire subdivision is opposed to putting condos in this location.
- The permitted parking spaces are inadequate and there is no parking for guests.
- There is no benefit because the condos will not be affordable housing and will be out of reach for many who are seeking housing.
- The original owner of the parcel was Francis McCallister, a longtime Flagstaff resident; her wish was to see this parcel used for a church.
- The commission voted against the project; why have a commission if you overturn their decisions?
- There are 1300 units going in at Timber Sky across the street. Miramonte needs to

come back with townhouses or two-story homes, something compatible with the neighborhood.

The following individuals submitted written comments in opposition of the granting of the Conditional Use Permit:

- Drew Wartenburg
- Allan Gerston
- John and Catherine Sickafoose
- Phoebe Wood
- Summer Johnson
- Brandon Johnson
- Karin Morgan
- Annette Lauritsen
- Robert Davis
- Kevin and Kate Collins
- Betsy Decker
- Ryan Carpenter
- Michelle Kuzdas
- Thomas and Shelley Alvin
- Debbie Nankivell
- LeAnn Taylor
- Thomas and Nancy Hayden
- Lisa Winborne
- Anthony Gardiner
- Bruce Higgins
- David Farrell
- Marvin Rozell
- Jay Zeilenga
- William and Kathleen Lusk
- Erik Mrdak
- Allen George

The Presidio in the Pines Homeowners Association submitted written comments requesting a stipulation to the Conditional Use Permit.

Christy Zeller submitted written comments in support of the granting of the Conditional Use Permit.

Council discussed concerns about limited EV parking, low number of affordable units, limited bicycle infrastructure, and the HOA structure. They also discussed concerns related to traffic in the area. Councilmember McCarthy noted that the Transportation Commission will be discussing the traffic concerns of the surrounding area at an upcoming meeting and recommendations are being formulated to bring to Council.

Councilmember Salas stated that she will be supporting the Conditional Use Permit because it meets the findings required by the Zoning Code to approve a Conditional Use Permit.

**Moved by** Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to approve the CUP requested from Miramonte LLC PULL with the conditions as presented in the Planning and Zoning packet.

**Vote:** 6 - 1

NAY: Mayor Paul Deasy

## 6. Adjournment

The Special Meeting of the Flagstaff City Council held September 28, 2021, adjourned at 5:03 p.m.

## WORK SESSION

## 1. Call to Order

Mayor Deasy called the Work Session of the Flagstaff City Council held September 28, 2021, to order at 5:03 p.m.

## NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

## 2. Public Participation

*Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

Anissa Doten addressed Council about flooding at Linda Vista and Grandview. She requested more transparent and frequent communication for those in the flood areas.

Scott Richards addressed Council about flooding in the Grandview area. He asked that the City Council consider further prioritizing flood mitigation on all levels for the museum fire floods. There are concerns about access for emergency service vehicles as well as the silt and dust left from the flooding.

Gail Jackson addressed Council stating that October is Manufacturing Month. There are a number of events scheduled throughout October to celebrate the manufacturing sector.

Kurt Drawz submitted a written comment asking for improved storm drainage to mitigate the flooding from the Museum Fire.

A break was held from 5:11 p.m. through 5:33 p.m.

**3. Review of Draft Agenda for the October 5, 2021 City Council Meeting**

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

None

4. **Update and Review of Flagstaff's Draft 10-Year Housing Plan**

Housing Director Sarah Darr along with Housing Project Manager Leah Bloom provided a PowerPoint presentation that covered the following:

10-YEAR HOUSING PLAN UPDATE
TOPICS OF DISCUSSION
IMPORTANT DATES
AFFORDABLE HOUSING DECLARATION
HOUSING EMERGENCY DECLARATION
COUNCIL DECLARED A HOUSING EMERGENCY IN DECEMBER 2020
10-YEAR HOUSING PLAN
FLAGSTAFF'S INTERCONNECTED CHALLENGES AND SHARED SOLUTIONS
PUBLIC PARTICIPATION AND PROJECT TIMELINE
INFORMAL WORKING GROUPS
INCLUSIVE PUBLIC PARTICIPATION
PUBLIC PARTICIPATION
DRAFT 10-YEAR PLAN
WHAT IS AFFORDABLE HOUSING?
PROGRAM INCOME LIMITS
BASIC HOUSING CONTINUUM
FLAGSTAFF NEEDS ASSESSMENT
LOCAL DATA
WHAT CAN FLAGSTAFF FAMILIES AFFORD?
FLAGSTAFF HOUSING SURVEY
2,949 RESPONSES
HOUSING COST BURDEN RESULTS
BARRIERS TO HOMEOWNERSHIP
RESPONDENTS CONSIDERING LEAVING
SUPPORT OF AFFORDABLE HOUSING DEVELOPMENT
LOCAL HOUSING GAP ANALYSIS
METHOD FOR AFFORDABLE HOUSING NEED
AFFORDABLE/SUBSIDIZED HOUSING NEED
METHOD FOR MARKET-RATE HOUSING NEED
TOTAL HOUSING NEED
SOLUTIONS
CREATE
CONNECT
PRESERVE
PROTECT
GOAL
SINGLE OVERARCHING GOAL
HOUSING GOAL NUMBER
HOUSING SUBSIDIES GOAL NUMBER
ACCOMPLISHED THROUGH 4 POLICY INITIATIVES
TIMELINE AND NEXT STEPS
IMPORTANT DATES

Council expressed appreciation for staff's work in developing the plan. They also thanked all the community members who participated and offered their assistance in the development.

Councilmember Shimoni indicated that he would like to know more about how other states are dealing with issues of inclusionary zoning, how there may be ways to influence market pricing, and a specific plan for each AMI level. Ms. Darr stated that research continues to be done with other states. In terms of plans by AMI, so much is dependent upon funding and if the city continues to remain dependent upon state and federal funding that will limit what can be done. Lastly, influencing the market is challenging because we live in a capitalistic society.

Councilmember Aslan stated that he firmly believes that the city will never build its way to housing affordability; supply and demand are very powerful forces. The overarching goal is to reduce the affordable housing need and acknowledge those who are here and want to stay here. There should be something in the plan that addresses the nuances of the market. We should be building the types of units that lower income folks need and are attracted to moving into.

Councilmember McCarthy noted the need to address the barriers that exist for builders to build. He presented the following comments:

- On page 7, under Protect 3, add support legislation that will encourage occupancy of Flagstaff housing by Flagstaff residents rather than for second homes, for instance, lower property taxes on properties occupied by primary residences.
- On page 24, under Second Home discussion, consider mentioning that the trend of people working from home makes it more practical for people to have a home in Flagstaff, even if their primary job location is elsewhere.
- On page 44, the table under Create 2.2, the existing policy is that development should pay its own way so that existing property owners are not required to have higher taxes to subsidize new development. If we start waiving fees and things like that, those costs get paid for by other property tax owners, and that's really counterproductive to the goal of making all housing more affordable.
- Ease the Conditional Use Permit process but it needs to be done rationally and productively so other problems are not created.

Matt Handwerk addressed Council stating that the document misses the mark. Relying on federal government subsidies is not sustainable in the long run. Businesses are going to be burdened with more regulations. Supply and demand is what would help solve all of these issues, not government regulation, not a document that is so wide spread across housing equity inclusion.

Khara House addressed Council in support of the 10-year housing plan and stated if not us then who, if not now then when. Creatively engaging community partners is needed to create safe decent and affordable housing. Housing is health and hope.

The following individuals submitted written comments in support of the 10-Year Housing Plan:

- Ross Altenbaugh
- Tad Moore

A break was held from 7:26 p.m. through 7:38 p.m.

5. **Advancing Resilience in Flagstaff: Preliminary Discussion**

Climate Program Manager Jenny Niemann introduced Kelsey Craft and Noah Humphrey, Master students at NAU, who provided a PowerPoint presentation that covered the following:

VULNERABILITY AND RESILIENCE IN FLAGSTAFF
PROJECT GOALS
FLAGSTAFF CLIMATE DOCUMENTS
DEFINITIONS
CLIMATE CHANGE IN FLAGSTAFF
VULNERABILITIES: WHAT IS AT RISK?
VULNERABILITIES: TOURISM AND RECREATION
VULNERABILITIES: WATER SUPPLY, QUALITY, AND INFRASTRUCTURE
VULNERABILITIES: FOREST HEALTH AND WILDLIFE
VULNERABILITIES: LAND USE, INFRASTRUCTURE, AND HOUSING
VULNERABILITIES: PUBLIC HEALTH, SAFETY, AND SERVICES
TYING IT ALL TOGETHER
PLAN OF ACTION

Council expressed appreciation for the presentation and the work the students had done on the project. They indicated excitement to see things move forward for a comprehensive resources guide be developed. Council encouraged engagement with the various commissions for input on their efforts.

**6. Public Participation**

None

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

Councilmember McCarthy requested that consideration be given to providing formal notice to the public regarding amendments to Development Agreements that may have some sensitivities associated with it. It would be a judgement call and may not apply to all cases but he would like for it to be considered for future amendments.

Councilmember Sweet stated that there is a lot of activity coming up over the weekend with October Fest, First Friday Artwalk, NAU Parent's Weekend, and other events; she encouraged everyone to be mindful and patient with everyone while trying to navigate around the city.

Councilmember Salas stated that Wednesday is the grand opening of Elevated Shredding. She also reported that the dedication of the Sawmill County Park to former Supervisor Liz Archuleta is on Saturday and the groundbreaking of the Children's Place with Housing Solutions of Arizona is next Tuesday.

Councilmember Shimoni reported that he and Vice Mayor Daggett visited Tynkertopia; it was a great experience and he encouraged everyone to take an opportunity to visit. The Alternate Response Town Hall went well with good discussion. He made note of the following upcoming events, Museum Flood resident meeting at Ponderosa Park, Council Retreat on Thursday to discuss infrastructure, and the Women's March on Saturday.

**8. Adjournment**

The Work Session of the Flagstaff City Council held September 28, 2021, adjourned at 8:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

**CERTIFICATION**

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on September 28, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of November, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 5, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

# MINUTES

## 1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held October 5, 2021, to order at 3:04 p.m.

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

## 2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN (arrived at 3:16 p.m.)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually until 3:11 p.m.)
COUNCILMEMBER SWEET

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

## 3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Vice Mayor Daggett read the Mission Statement of the City of Flagstaff.

### MISSION STATEMENT

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

## 4. 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.*

None

## 5. PROCLAMATIONS AND RECOGNITIONS

**A.** **Proclamation:** Manufacturers Month

Mayor Deasy read the proclamation.

**B.** **Proclamation:** Indigenous Peoples' Day

Mayor Deasy read and presented the proclamation to Coordinator of Indigenous Initiatives Rose Toehe.

**C.** **Proclamation:** World Mental Health Month

Mayor Deasy read the proclamation.

## 6. CITY MANAGER REPORT

### A. City Manager Report

Mr. Clifton briefly reviewed his report.

#### i. Independent Redistricting Grid Maps Comment

Interim Public Affairs Director Sarah Langley addressed Council with a brief description of the recent work of the Independent Redistricting Commission. The grid maps use the most recent Census data to create nine balanced Congressional Districts and thirty balanced Legislative Districts across the state. The grid is simply meant to serve as a starting point and the Commission is now taking public comment on the grid maps. A letter from the Flagstaff City Council, providing comment on the grid maps, has been drafted and if approved, it will be sent to the Commission prior to the public hearing scheduled for October 7, 2021. Staff will continue to monitor the Commission’s progress and advise the Council of opportunities for public comment on future versions of the maps.

Council was supportive of the draft letter.

## 7. COUNCIL LIAISON REPORTS

Councilmember Salas reported that the Beautification and Public Art Commission will be meeting on Monday.

Councilmember McCarthy reported that MetroPlan is meeting on Wednesday as is the Transportation Commission.

Mayor Deasy reported that the Commission on Inclusion and Adaptive Living met where they discussed grant applications and reviewed the library accessibility ramp.

Vice Mayor Daggett reported that the Draft 10-Year Housing Plan has been released for public comment. She encouraged the public to read the plan, attend one of the community meetings if possible, and provide feedback online through the affordable housing webpage. She also congratulated Housing Solutions of Northern Arizona on their groundbreaking of the motel they just purchased.

Councilmember Shimoni reported that the 911 Diversion group met recently.

## 8. COVID-19 UPDATE

### A. COVID-19 Update

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

AGENDA
CCHHS: COVID-19 WEEKLY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS

Coordinator for Indigenous Initiatives Rose Toehe continued the presentation.

INDIGENOUS NATIONS UPDATE
NAVAJO NATION
HOPI TRIBE

Council thanked Ms. Anderson and Ms. Toehe for the report.

## 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:** Heritage Preservation Commission.

**Moved by** Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to appoint Emily Dale to the Professional appointment with a term expiring December 2023.

**Vote:** 7 - 0 - Unanimously

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to appoint Amy Horn to the At-Large appointment with a term expiring December 2022.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to appoint Shelli Dea to the At-Large appointment with a term expiring December 2022.

**Vote:** 7 - 0 - Unanimously

## 10. LIQUOR LICENSE PUBLIC HEARINGS

**A.** **Consideration and Action on Liquor License Application:** Craig Garland Spivey, "Bowlski's" 4650 N. Hwy 89, Series 12, New Application.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application and noted no concerns.

The applicant Craig Spivey addressed Council stating that the project has been in the works for two years. While it is a bowling facility, there is heavy focus on the restaurant side of things as well.

There being no public comment Mayor Deasy closed the public hearing.

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to forward the application to the State with a recommendation of approval.

**Vote:** 7 - 0 - Unanimously

## 11. 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.*

Councilmember Shimoni requested Items 11A and 11D be pulled for discussion.

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to approve Consent Items 11B, 11C, and 11E as submitted.

**Vote:** 7 - 0 - Unanimously

**A.** **Consideration and Approval of Contract:** Flaglights LLC, dba Holiday Cheer for the City's Holiday Lights and Decoration Program in the amount of $59,440.00.

Councilmember Shimoni stated that he would like to see the lighting opportunities expand to other locations such as along Fourth Street and into the Southside. He also asked if the number of trees lit could increase.

Economic Vitality Director Heidi Hansen offered that staff has looked at the poles along Fourth Street and unfortunately they do not have the infrastructure needed to accommodate the lighting. She indicated that additional trees are always an option but there would need to be additional funding identified. The Downtown Business Alliance has been a funding partner for downtown and staff can reach out to businesses along Fourth Street and in the Southside to determine if there is any interest to partner.

**Moved by** Councilmember Miranda Sweet, **seconded by** Councilmember Adam Shimoni to approve the annual service agreement with Flaglights LLC, dba Holiday Cheer and execute a $59,440.00 contract and authorize the City Manager to execute the necessary documents.

**Vote:** 7 - 0 - Unanimously

**B.** **Consideration and Approval of Contract:** Approve the Construction Contract with Scholz Contracting, LLC for the East Route 66 and El Paso Waterline Extension Project in the amount of $1,392,689.55 (which is the sum of the Contractor's bid amount of $1,326,371.00 and a Contract Allowance of $66,318.55).

1. Approve the Construction Contract with Scholz Contracting, LLC in the amount of $1,392,689.55 (which is the sum of the Contractor's bid amount of $1,326,371.00 and a Contract Allowance of $66,318.55), and a contract time of 126-calendar days;
2. Approve a contract allowance of $66,318.55 which is 5% of the lowest responsive and responsible bid;
3. Approve Change Order Authority to the City Manager in the amount of $132,637.10 (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

**C.** **Authorization for Partial Settlement of Tax Litigation:** *City of Phoenix v. Orbitz Worldwide Inc.,* 247 Ariz. 234 (2019).

Authorize City Manager to approve partial settlement of the tax lawsuit, *City of Phoenix v. Orbitz Worldwide Inc.,* 247 Ariz. 234 (2019).

**D.** **Consideration and Approval of Grant Agreement:** Approval the Grant Agreement between the City of Flagstaff and the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) for six (6) new Firefighters.

Councilmember Shimoni stated that he is excited about the grant and asked about the rescue unit. Fire Department Chief Mark Gaillard stated that the rescue unit provides an alternative to fire engine response for medical emergencies. The goal is to add two more rescues to operations to provide some relief to the fire stations.

**Moved by** Councilmember Adam Shimoni, **seconded by** Councilmember Austin Aslan to approve the Grant Agreement with the Department of Homeland Security for the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of $1,436,864.10 for the staffing of six (6) new Firefighters over the next three (3) years.

**Vote:** 7 - 0 - Unanimously

**E.** **Consideration and Approval of Contract:** Annual Master Agreement for Software Maintenance with Hexagon for software utilized by the City Police Department in the amount of $234,359.85 (plus any applicable sales tax).

1. Approve the Annual Master Agreement for Software Maintenance with Hexagon in the amount of $234,359.85 (plus any applicable sale tax); and
2. Authorize the City Manager to execute all necessary documents.

## 12. ROUTINE ITEMS

**A.** **Consideration and Approval of Contract:** Change Order Number 4 with Peak Engineering, Inc., in the amount of $115,353.34 and add 540 calendar days for the design work associated with the potential alternative alignment of the new JW Powell Boulevard extension to Fourth Street.

Senior Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

J.W. POWELL BLVD SPECIFIC PLAN STUDY CHANGE ORDER 4
VICINITY MAP
KEY STAKEHOLDERS
PROJECT TEAM
PROCESS
PHASE 1 EFFORTS
FOCUSED PUBLIC INVOLVEMENT
PREVIOUS CHANGE ORDERS
CHANGE ORDER 4
ALIGNMENT ALTERNATIVES

Councilmember Aslan noted that the Arizona Trail runs through the area and suggested a tunnel for hikers to use for crossing John Wesley Powell. Mr. Pedersen indicated that there has been a great partnership with Arizona Game and Fish and it is anticipated that there will be a grade separated trail so hikers and wildlife do not have to cross over.

The following individuals addressed Council concerning the alignment of John Wesley Powell:

- Sean Chartier
- Andrew Richardson
- Kyle Maycumber

The following comments were received:

- This road is terrifying as a four lane road, with medians, bike paths, and speed of 45 mph right in front on my house.
- There are significant safety concerns for kids.
- Please approve the alternate route and eliminate a road like this in a residential area.
- Please explore alternatives routes for John Wesley Powell.
- The neighborhood is concerned about the environment, the loss of wildlife populations, runoff water, and property rights.
- The road will hinder the ability to meet sustainability goals and is inconsistent with the mission statement of the City of Flagstaff.

Written comments in support of finding an alternative route for John Wesley Powell were submitted by Jeff Weingartz and Christy Maycumber.

Council expressed their support for looking at possible alternatives for the alignment of John Wesley Powell.

Councilmember Aslan and Vice Mayor Daggett expressed support for a two-lane road rather than four. Councilmember McCarthy stated that a big issue is that the purpose of the road is to provide infrastructure and roads for development that has not yet been built. It will be important to consider the impacts of the full build out.

Councilmember Salas also noted that the John Wesley Powell extension is part of the Regional Plan to provide transportation and infrastructure for future growth and development.

Councilmember Shimoni asked right-sizing the road and how speed limits are determined. Traffic Engineer Jeff Bauman explained that John Wesley Powell is a minor arterial intended to move people from one part of the city to another. Speed limits are determined by the Engineering Standards and the road would likely be around 35 – 40 mph. Councilmember Shimoni expressed a desire to see speed limits reconsidered and take into account the health and safety of the public.

**Moved by** Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to approve Change Order Number 4 with Peak Engineering, Inc.; in the amount of $115,353.34, add 540 calendar days to the design services contract, and authorize the City Manager to execute the necessary documents.

**Vote:** 7 - 0 - Unanimously

**B.** **Consideration and Adoption of Ordinance No. 2021-22:** An ordinance of the City Council of the City of Flagstaff clarifying the duties of the Beautification and Public Art Commission, and clarifying that the Procurement Code Manual procedures apply to expenditures for Arts and Sciences and Beautification funds; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-22 by title only for the final time.

**Vote:** 7 - 0 - Unanimously

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA CLARIFYING THE DUTIES OF THE BEAUTIFICATION AND PUBLIC ART COMMISSION, AND CLARIFYING THAT THE PROCUREMENT CODE MANUAL PROCEDURES APPLY TO EXPENDITURES OF ARTS AND SCIENCES AND BEAUTIFICATION FUNDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to adopt Ordinance No. 2021-22.

**Vote:** 7 - 0 - Unanimously

A break was held from 4:50 p.m. through 5:14 p.m.

## 13. REGULAR AGENDA

**A.** **Consideration and Adoption of Resolution No. 2021-46:** A resolution to approve an Intergovernmental Agreement (IGA) between City of Flagstaff and Lockett Ranches Fire District to provide fire and emergency medical services.

Fire Department Chief Mark Gaillard introduced the item stating that the IGA incorporates the provisions and clarity that City Council recently made in city code with regards to the terms of the contract.

**Moved by** Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-46 by title only.

**Vote:** 7 - 0 - Unanimously

*A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LOCKETT RANCH FIRE DISTRICT AND THE CITY OF FLAGSTAFF ON BEHALF OF THE FLAGSTAFF FIRE DEPARTMENT FOR FIRE SERVICES*

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-46.

**Vote:** 7 - 0 - Unanimously

**B.** **Consideration and Adoption of Resolution No. 2021-45:** A resolution of the City Council of the City of Flagstaff, authorizing determination and offers of relocation benefits to persons displaced to make way for the Lone Tree Overpass project; providing for delegation of authority, subsequent Council ratification, and establishing an effective date.

Senior Assistant City Attorney Anja Wendel provided a PowerPoint presentation that covered the following:

LONE TREE OVERPASS RELOCATION BENEFITS APPROVAL
VICINITY MAP
GENERAL DESIGN CONCEPT
PARCEL MAP
UNIFORM ACT PROCESS
PURPOSE/BENEFITS
STEPS

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2021-45 by title only.

**Vote:** 7 - 0 - Unanimously

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING DETERMINATION AND OFFERS OF RELOCATION BENEFITS TO PERSONS DISPLACED TO MAKE WAY FOR THE LONE TREE OVERPASS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE*

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-45.

**Vote:** 7 - 0 - Unanimously

**C.** **Consideration and Approval of Contract:** Approve the Professional Services Contract with Terros, Inc. dba Terros Health for the Alternate Response Mobile Unit in the amount of $2,583,300.

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

ALTERNATE RESPONSE MOBILE UNIT
WHERE DID THIS IDEA BEGIN?
PURPOSE OF A MOBILE RESPONSE
FFD AND FPD CALLS FOR SERVICE
PROCUREMENT PROCESS
MANAGEMENT & OVERSIGHT
MOBILE RESPONSE TEAM
REPORTING AND PERFORMANCE MEASURES
PROFESSIONAL SERVICE CONTRACT FEES

Police Chief Dan Musselman continued the presentation.

COMMUNITY POLICING
COMMUNITY POLICING EXAMPLES
MOBILE RESPONSE UNIT IMPACTS

Councilmember Shimoni stated that he would like to see a focus on cultural sensitivity. Bryan Gest from Terros agreed and offered that they strive to have a diverse representation within their staff and have employees who are well versed in the cultural needs of all they serve.

Councilmember Shimoni encouraged continued efforts to partner with other community agencies to enhance services such as providing substantial meals to people who may need them. Additionally, he would like to see the staff and representatives from the Fire Department dressed casually so they are more approachable.

Vice Mayor Daggett asked about the vehicles that are to be used. Ms. Anderson explained that the Terros vehicle will be used until the city can take possession of the approved city vehicle. This was a negotiation to ensure a vehicle and then will serve as a backup option.

Vice Mayor Daggett asked how many staff are involved. Ms. Anderson stated that it will consist of three firefighter EMTs that would rotate shifts, two Directors, a Clinical Manager, a Lead Crisis Specialist, and 2.75 Behavioral Health staff members.

Council expressed gratitude and excitement about the program and they look forward to growing the services in the future. They requested regular updates on how the program is working.

**Moved by** Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to approve the Professional Services Contract with Terros, Inc. dba Terros Health (Terros Health) for Mobile Alternative Response Team Services for three years with the ability to renew up to two successive one year terms in the amount of $2,583,300 and authorize the City Manager to execute the necessary documents.

**Vote:** 7 - 0 - Unanimously

## 14. DISCUSSION ITEMS

### A. Beulah/University Roadway Project - Bike and Pedestrian Design Discussion

City Engineer Rick Barrett provided some background and history on the Beulah/University Roadway project. He then turned the topic over to Capital Improvement Project Manager David Pedersen who provided a PowerPoint presentation that covered the following:

BEULAH/UNIVERSITY ROADWAY PROJECT
VICINITY MAP
CONTEXT DRAWING
THE DESIGN TEAM
BEULAH BLVD – SOUTHERN SECTION 1 FEATURES
BEULAH BLVD – SOUTHERN SECTION 1 GRAPHICAL REPRESENTATION
BEULAH BLVD – SOUTHERN SECTION 2 FEATURES
BEULAH BLVD – SOUTHERN SECTION 2 GRAPHICAL REPRESENTATION
ROUNDABOUT FEATURES
BEULAH ROUNDABOUT GRAPHICAL REPRESENTATION
BEULAH ROUNDABOUT EAST LEG CROSSWALKS
WEST UNIVERSITY AVENUE FEATURES
WEST UNIVERSITY AVENUE GRAPHICAL REPRESENTATION
WEST UNIVERSITY AVENUE (NEW) FEATURES
WEST UNIVERSITY AVENUE (NEW) GRAPHICAL REPRESENTATIONS
UNIVERSITY DRIVE FEATURES
UNIVERSITY DRIVE GRAPHICAL REPRESENTATION
YALE STREET FEATURES
YALE STREET GRAPHICAL REPRESENTATION
UNIVERSITY AVENUE (CURRENT) FEATURES
UNIVERSITY AVENUE (CURRENT) GRAPHICAL REPRESENTATION
PEDESTRIAN UNDERPASS CONCEPTUAL EXHIBIT
PEDESTRIAN UNDERPASS

Traffic Engineer Jeff Bauman continued the presentation.

MILTON/UNIVERSITY ROUNDABOUT STUDY

Councilmember Shimoni expressed concern about having a bike lane on the road and suggested a buffer up to the bike lanes and adding a protective component of candlesticks with barriers. Mr. Bauman stated that it is something that staff can look into to see what options might be available.

Councilmember Shimoni also requested a reduction of the lanes from six to five by removing one of the left turn lanes. Mr. Barrett explained that removing a left turn lane would lead to a traffic backup that would block the driveway into the Milltown development. Councilmember Shimoni noted that he is open to taking the lane out even at the risk of backing up traffic.

Councilmember McCarthy indicated support for looking at what can be done on Yale for bike lane separation. He noted that the on-street parking on Yale is heavy and the residents in the areas will be very unhappy if the parking is removed.

Councilmember Salas stated that MetroPlan's top priority is pedestrian and bike safety and she appreciates the collaboration with the key partners in this and other projects to further that priority.

Mayor Deasy expressed an interest in considering a live feed recording within the tunnel to enhance safety.

The Council was supportive of staff's recommendations to continue with the project.

A break was held from 6:51 p.m. through 7:01 p.m.

**B. Discussion on the Alternate Response Model and Care Center**

Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

ALTERNATE RESPONSE MODEL AND CARE CENTER DISCUSSION
ALTERNATE RESPONSE MODEL
ALTERNATE RESPONSE TEAM
ALTERNATE RESPONSE PROCUREMENT PROCESS
POTENTIAL ALTERNATE RESPONSE CARE CENTER
TOWN HALL – SEPTEMBER 24TH
TOWN HALL PARTICIPANTS EXPRESSED NEEDS
CONCERN ABOUT TRANSPARENCY AND TEAM MEMBERS
OTHER MODELS MENTIONED FOR CONSIDERATION
SERVICE INFORMATION SHARED

Sue Norris, on behalf of Northern Arizona Institutions for Community (NAIC) addressed Council in support of the alternate response model. She stated that a a care facility is needed where people can go to receive appropriate treatment and services. She encouraged the development of mentoring program to provide follow-up services. She also indicated that creating a community of care providers both professional and those with experience in the area will ensure that all areas of representation can be covered.

Matt Handwerk addressed Council asking where a care facility would be located. Mayor Deasy responded that it is still up for discussion.

Council discussed the success of the recent community meeting and the ability to coordinate with community partners and engage in conversations about future funding and enhanced services. They are optimistic about the path forward and the successes the program can bring to the community. They discussed the development of the RFP and a desire to provide flexibility to potential responders to provide creative solutions for Flagstaff. They also acknowledged the need to understand all of the existing services, programs, and projects that service providers in the community already provide. Compiling those services together to identify existing gaps can guide the development of the scope of work for a care center.

The Council was supportive of moving forward with the recommendations of staff.

## 15. FUTURE AGENDA ITEM REQUESTS

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

**A.** **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting "a meeting with City and County representatives to obtain a comprehensive report of what mitigation has been done on the Museum Fire burn scar and watershed and what the outcomes have been, and what the short, mid, and long term plans for funding are."

Mayor Deasy stated that this is something that is already being done and staff is working to identify short-, mid-, and long-term projects. Flooding remains a high priority for the Council. Councilmember McCarthy agreed and suggested establishing regular updates for flooding.

Council was supportive of moving the item forward to a future agenda for discussion.

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

Councilmember Shimoni thanked City Clerk Stacy Saltzburg for doing a livestream to talk about what it takes to run for City Council. He encouraged anyone who might be interested in running for Council to watch the video on YouTube or Facebook. He also requested a FAIR item to have a discussion related to Engineering and Design Standards specifically related speed limits and what it takes to address speed limits.

Councilmember Salas reported that she will be attending Rural Transportation Council Strategic Planning Session next week which will include discussion on federal infrastructure and aid funding for Arizona.

Mayor Deasy reported that Monday is Indigenous Peoples' Day and there are a number of great presentations and activities scheduled throughout the day. He reported that there is an ad hoc meeting of the State Legislature that is coming to Flagstaff regarding wildfires and post-wildfire flooding. The purpose is to create awareness of the impacts of these events on Flagstaff and other areas around the state. They will also be traveling to other areas of the state impacted by similar events.

## 17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held October 5, 2021, adjourned at 7:46 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

**CERTIFICATION**

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on October 5, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of November, 2021.

_____

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 13, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
11:00 A.M.

**1. Call to Order**

Vice Mayor Sweet called the Special Meeting (Executive Session) to order at 11:04 a.m.

**2. ROLL CALL**

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

PRESENT: ABSENT:

MAYOR DEASY (arrived at 11:05 a.m.)
VICE MAYOR SWEET
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually)

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

**3. Recess into Executive Session**

**Moved by** Vice Mayor Miranda Sweet, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 6 - 0 - Unanimously

**4. Executive Session:**

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

**i.** Negotiations on Development Agreement with Northern Arizona Healthcare.

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

**i.** On-Call Magistrate Appointment

**ii.** City Attorney Evaluation

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 13, 2022, reconvened into Open Session at 2:36 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 20, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

**1. Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:02 p.m.

**2. ROLL CALL**

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS (arrived at 1:04 p.m.)
COUNCILMEMBER SHIMONI (virtually)

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

**3. Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 6 - 0 - Unanimously

**4. Executive Session:**

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

**i.** Legal advice and property negotiations related to possible acquisition of University Avenue adjacent to Target

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

**i.** Legal advice and update on City of Flagstaff v. Desert Mountain Energy.

**hh.** Legal advice and update on water litigation and award of attorney's fee in Hopi litigation involving Snowbowl.

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 20, 2022, reconvened into Open Session at 2:22 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 27, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

**1. Call to Order**

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:02 p.m.

**2. ROLL CALL**

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

| PRESENT: | ABSENT: |
|---|---|
| MAYOR DEASY | |
| VICE MAYOR SWEET | |
| COUNCILMEMBER ASLAN (virtually) | |
| COUNCILMEMBER HOUSE | |
| COUNCILMEMBER MCCARTHY | |
| COUNCILMEMBER SALAS | |
| COUNCILMEMBER SHIMONI (virtually) | |

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

**3. Recess into Executive Session**

**Moved by** Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

**Vote:** 7 - 0 - Unanimously

**4. Executive Session:**

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

**i.** Legal advice regarding City involvement with CATS bus

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

**i.** City Manager Evaluation

**5. Adjournment**

The Special Meeting (Executive Session) of the Flagstaff City Council held September 27, 2022, reconvened into Open Session at 2:53 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration of Appointments:** Transportation Commission.

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring July 2023.
Make one appointments to a term expiring July 2025.
Make one appointment to a term for an FUSD Representative seat expiring November 2025.
Make one appointment to a term for a NAIPTA Representative seat expiring November 2025.

**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 one seat that is vacant due to a resignation. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis. There are seven applications on file.

The applications on file are as follows:

- Justin Dinardi - FUSD Representative (new applicant)
- Matthew Eckhoff (new applicant)
- Robert Kuhn (new applicant)
- Erika Mazza (previously served as NAIPTA representative)
- Kate Morley - NAIPTA Representative (current commissioner)
- James Newberry (new applicant)
- Kelly Regan (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 Shimoni, Mayor Deasy, Councilmember McCarthy, and Councilmember House

**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 four Commissioners: By appointing members at this time, the Transportation 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 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)

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

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

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring September 2023.
Make three appointments to terms expiring September 2025.

**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 four appointments to be made due to three expired terms and one resignation.

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

- Kaiden Akersmontana (new applicant)
- Bethany Camp (new applicant)
- Sara Jarvis (new applicant)
- Carolyn Kidd (new applicant)
- Lazarus Melan (new applicant)
- Blue Montana (new applicant)
- Angelica Maria Sanchez (new applicant)
- Steven Thompson (new applicant)

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:** Councilmember Shimoni, Councilmember Aslan, Councilmember McCarthy, and Councilmember Salas

**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 four Commissioners: By appointing four 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.

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**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)

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Action on Liquor License Application:** Andrea Dahlman Lekowitz "GoPuff," 2001 E. Huntington Drive, Suite 1, Series 10 (beer and wine store), New License.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with no recommendation;
(3) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license.

GoPuff is an existing business in Flagstaff. If approved, it will be the 31st active series 10 license in Flagstaff. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

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

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

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

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

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

Not applicable.

**Key Considerations:**

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

The deadline for issuing a recommendation on this application is November 4, 2022.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

**Community Involvement:**

The application was properly posted on October 12, 2022. No written protests have been received to date.

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**Attachments:**

Letter to Applicant
Hearing Procedures
Series 10 Description
PD Memo
Zoning Memo
Map

# City of Flagstaff

**OFFICE OF THE CITY CLERK**

10/18/2022

Andrea Dahlman Lewkowitz
2600 N. Central Avenue #1775
Phoenix, AZ 85004

Dear Ms. Lewkowitz,

Your application for a Series 10 Liquor License for GoPuff located at 2001 E. Huntington Drive, Suite 1, Flagstaff, AZ was posted on October 12, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, November 1, 2022, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on November 1, 2022, and the application may be removed from the premises at that time.

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

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar
Deputy City Clerk

Enclosures

# City of Flagstaff

**Liquor License Application**
**Hearing Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

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

Chief of Police
Dan Musselman

**MEMORANDUM**

**Memo #22-071**

**TO:** **Chief Musselman**

**FROM:** **Sgt. Kevin Sapp**

**DATE:** **October 17, 2022**

**RE:** **New Application – Series 10 Liquor License Application – GoPuff**

---

On October 17, 2022, I initiated an investigation into an application for a series 10 (Beer and Wine Store) liquor license filed by Andrea Lewkowitz (Agent), Rafael Ilishayev (Controlling Person) and Yakir Gola (Controlling Person). This is a new application, and the application number is 207684. It is for GoPuff located at 2001 E Huntington Dr; Ste 1; Flagstaff, AZ.

I conducted a query through local systems and public access on Andrea, Rafael and Yakir. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present online for the council meeting on November 1.

# Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: October 12, 2022

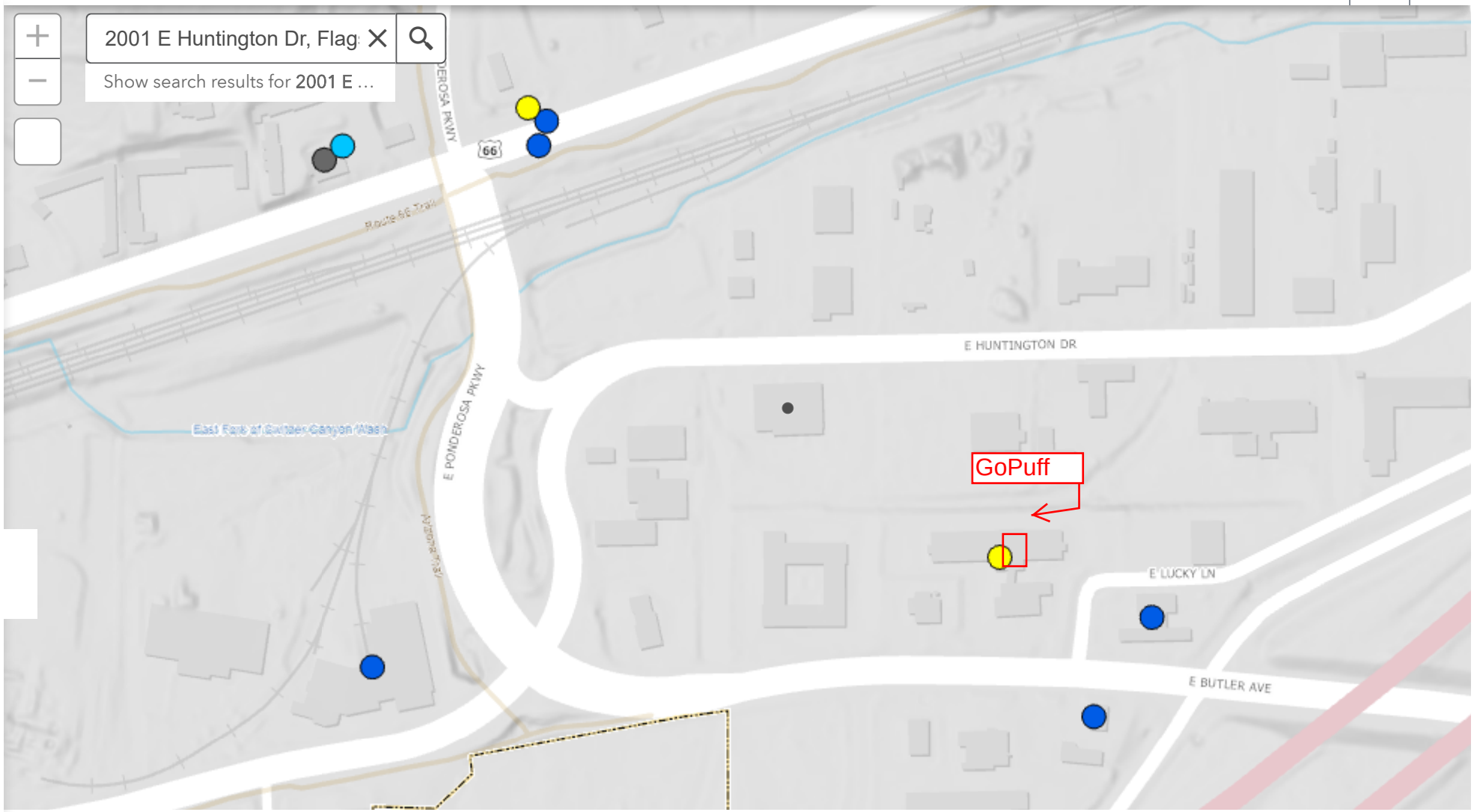
Re: Application for Liquor License #207684
2001 E. Huntington Drive Ste.1, Flagstaff, Arizona 86004
Assessor's Parcel Number 106-03-005C
Andrea Dalman Lewkowitz on behalf of GoPuff

---

This application is a request for a new Series 10 Beer & Wine Store liquor license by Andrea Dahlman Lewkowitz on behalf of GoPuff. This business is located within the Light Industrial district. This district does allow for this use.

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

Active Liquor Licenses City of Flagstaff GIS



**10. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Shawn Johnson, Chief of Staff |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Letter of Intent:** City of Peace

**STAFF RECOMMENDED ACTION:**

Approve the letter of intent.

**Executive Summary:**

A City of Peace, as officially defined by International Cities of Peace, is a community that endeavors to make progress against violence and foster a culture of peace. A Culture of Peace is determined by the citizens of each community. As a guideline, United Nations Resolution A/RES/52/13 defines a Culture of Peace as a set of values, attitudes, modes of behavior and ways of life that reject violence and prevent conflicts by tackling their root causes to solve problems through dialogue and negotiation among individuals, groups, and nations.

**Financial Impact:**

None.

**Policy Impact:**

None.

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

Safe & Healthy Community,Inclusive & Engaged Community,Livable Community.

**Previous Council Decision on This:**

No.

**Attachments:** City of Peace Letter

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

October 18, 2022

The City of Flagstaff, Arizona, in the United States hereby acknowledges our intention to help build a community City of Peace. A City of Peace, as officially defined by International Cities of Peace, is a community that endeavors to make progress against violence and foster a culture of peace. A Culture of Peace is determined by the citizens of each community. As a guideline, the United Nations Resolution A/RES/52/13 defines a Culture of Peace as a set of values, attitudes, modes of behavior and ways of life that reject violence and prevent conflicts by tackling their root causes to solve problems through dialogue and negotiation among individuals, groups, and nations.

For peace and non-violence to prevail, we endeavor to:

- Foster a culture of peace through education
- Promote sustainable economic and social development
- Promote respect for all human rights
- Ensure equality between women and men
- Foster democratic participation
- Advance understanding, tolerance, and solidarity
- Support participatory communication and the free flow of information and knowledge
- Promote international peace and security in addition to the UNESCO statement on a culture of peace, the Golden Rule, generally stating,

"Do for others as you would have them to do for you",

provides a universal statement for compassion and respect among a community's diverse philosophies, religions, and personal creeds.

Sincerely,

The Flagstaff City Council

**10. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Shawn Johnson, Chief of Staff |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Letter of Support:** Save Oak Flats

**STAFF RECOMMENDED ACTION:**

Approve the letter of support.

**Executive Summary:**

Oak Flat is an area about an hour east of Phoenix that is a sacred site known to Apaches as Chi'chil Bi?dagoteel. Home to a diverse desert ecosystem, it's also currently federal land within the Tonto National Forest. In December 2014, a land-exchange rider to the must-pass National Defense Authorization Act Bill was added.. The bill included the Oak Flat land exchange which gave multinational mining company Resolution Copper this area, located in Tonto National Forest, to build one of the world's largest copper mines, the largest in North America. The mine is slated to permanently decimate Oak Flat and surrounding desert features. Apache and mining-reform activists had been successfully fighting the proposal for nearly a decade before this "backroom deal" was made in Congress. Currently the Forest Service is undertaking an environmental impact statement, a legally mandated assessment that must be completed before the land exchange is finalized. We are fighting to repeal this land exchange.

**Financial Impact:**

None.

**Policy Impact:**

None.

**Connection to PBB Key Community Priorities/Objectives & Regional Plan:**

None.

**Previous Council Decision on This:**

No.

**Attachments:** Letter of Support

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

October 18, 2022

Honorable Tom Vilsack
U.S. Secretary of Agriculture
1400 Independence Ave., S.W.
Washington, D.C. 20250

Dear Secretary Vilsack,

Section 3003 of the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015 (NDAA) authorized the release of 2,422 acres of U.S. Forest Service land in a land exchange (Exchange) that will allow international mining companies, Rio Tinto and BPH, to develop the Resolution Copper mine (Project) in the Tonto National Forest. This land, often called Oak Flat or Chi'chil Bildagoteel, is of cultural importance and considered a sacred site by the San Carlos Apache Tribe and other tribal communities in Arizona, specifically those located in the Tonto National Forest.

The Project will destroy Oak Flat, use massive amounts of water, harm local ground and surface waters, negatively impact imperiled species, and create a crater up to 1,000 feet deep and roughly 1.8 miles across. Any development of this scale requires a serious and comprehensive review. Unfortunately, on January 15, 2021, the previous administration rushed to release the Project's Final Environmental Impact Statement (FEIS), triggering a requirement for the land exchange to occur within 60 days.

Section 3003 of the NDAA (National Defense Authorization Act) land exchange provision requires a legally compliant FEIS before the Forest Service can approve the land exchange. It is clear that this requirement has not been met, and we request the Secretary of Agriculture instruct the Forest Service to withdraw the FEIS to allow the Biden administration time to review and address implementation or administrative flaws, including several federal Special Use Permits required for the proposed mine.

We thank you for your time and consideration of this request.

Sincerely,

The Flagstaff City Council

**10. C.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Amy Hagin, Assistant Parks and Recreation Director |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Contract:** Cooperative Purchase Contract with Clark Equipment Company for one (1) Bobcat Toolcat in the amount of $71,896.48 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract #040319-CEC.

**STAFF RECOMMENDED ACTION:**

1. Approve the Cooperative Purchase Contract for one (1) Bobcat Toolcat in the amount of $71,896.48 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract # 040319-CEC; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Parks Section maintains 700-acres of park land, 58-miles of Flagstaff Urban Trails System (FUTS), miles of Bed, Board, and Beverage (BBB) tax improved streetscapes and spaces, as well as performs snow operations for the City frequently using utilitarian equipment. Providing the consistent service to the community of trail maintenance, park grounds maintenance and snow operations by adding this utilitarian equipment to the Parks fleet is a key ingredient to the overall success of the Section.

The purchase of this equipment has been approved by the Fleet Management Committee and the Parks Section will use a Sourcewell cooperative purchase contract # 040319-CEC in order to provide the City better pricing. This equipment will replace a 1997 1.5 ton dump bed truck within the Section, which is not a like for like replacement as the Parks Section continues to strive for superior emissions and fuel efficiency, drivability on the roads and a larger array of attachments that accompany a proper grounds maintenance vehicle. The equipment warranty and services are supported locally by the City of Flagstaff Fleet Section.

**Financial Impact:**

The Parks Section has $80,000 budget capacity in the Rolling Stock line item within the Park Grounds Program for fiscal year 2022-2023 in account 001-11-155-0561-5-4401.

**Policy Impact:**

None

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

**Priority Based Budget Key Community Priorities and Objectives**

Safe & Healthy Community and Sustainable, Innovative Infrastructure by promoting physical health through providing recreational opportunities, parks, open space. Also providing multiple transportation options (maintenance of the FUTS) and deliver outstanding services to residents through a healthy, well maintained infrastructure system

**Carbon Neutrality Plan**

CNP-1 Reduces greenhouse emissions from City operations by adjusting the replacement vehicle type to this utilitarian versus larger capacity dump bed truck

**Regional Plan**

Goal E&C.2 Reduce greenhouse gas emissions

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

No

**Options and Alternatives:**

1. Approve the purchase of one (1) Bobcat Toolcat in the amount of $71,896.48 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract # 040319-CEC; or
2. Direct staff to conduct a formal procurement for this necessary equipment.

**Background/History:**

For fiscal year 2022-2023, the Parks Section was budgeted to replace an aging dump bed truck within the Sections' Fleet. With the overall review of Parks, Recreation, Open Space and Events during fiscal year 2021-2022, the Division began forward planning with adjustments for electric vehicles as well as utilitarian equipment such as the Bobcat Toolcat in lieu of high tonnage trucks.

In 2021, Parks Section staff researched available utilitarian equipment, which included speaking with the grounds staff at Northern Arizona University (who uses this equipment exclusively for grounds maintenance and snow operations), as well as maintenance staff with Mountain Line. Staff determined that the Bobcat Toolcat was the perfect machine for the various tasks necessary to be performed. Examples of tasks range from trails maintenance, digging, turf maintenance, and landscape maintenance to snow operations. The first Bobcat Toolcat was brought into City of Flagstaff Fleet through the Parks Section in October 2021 making a large impact to the Parks snow operation.

Purchasing this piece of equipment enables the Parks Section to perform maintenance tasks as well as different tasks on trails in a more effective and efficient manner. The equipment also opens up new attachments that could be used on athletic fields, trails, turf spaces and other landscaped areas within the parks system.

Clark Equipment Company has Contract #040319-CEC with Sourcewell to supply materials and/or services, which was awarded through a competitive and open procurement process. The Procurement Department reviewed that cooperative purchase agreement and determined that it allowed for competitive pricing providing the best value for the purchase of the Bobcat Toolcat.

**Key Considerations:**

The City of Flagstaff and Fleet Services have educated backgrounds working with Bobcat equipment and a local provider is available for warranty and post warranty repairs, if needed.

**Community Benefits and Considerations:**

The community benefit will include a greater impact to park grounds, civic spaces and trails maintenance as well as snow operations with the Bobcat Toolcat.

---

**Attachments:**

Cooperative Purchase Contract
Exhibit A Quote
Toolcat Trails
Exhibit B - Agency Contract
Exhibit B - Agency Acceptance

**COOPERATIVE PURCHASE CONTRACT**
Contract No. 2023-44

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 906 Articulated Loader**

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 **one hundred and thirty-three thousand, six hundred and ninety-eight dollars ($133,698.00) plus 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**

1. **Contract #161524-01 City of Tucson Department of Procurement** (attached)
2. **Agency Contract Extension** (attached)

# Product Quotation

Quotation Number: MMB-01203
Date: 2022-09-01 14:39:52

| Customer Name/Address: | Bobcat Delivering Dealer | ORDER TO BE PLACED WITH: Contract Holder/Manufacturer |
|---|---|---|
| **CITY OF FLAGSTAFF PARKS & RECREATION G10439**<br>**Attn: Gino Leoni**<br>**600 Thorpe Rd**<br>**Flagstaff, AZ 86001**<br>**Phone: (928) 669-2288** | **Flagstaff Equipment Co Inc, Flagstaff, AZ**<br>**500 NORTH GRANT ST**<br>**FLAGSTAFF AZ 86004-6010**<br>**Phone: (928) 774-1969**<br>**Fax: (928) 774-7006** | **Clark Equipment Co dba Bobcat Company**<br>**250 E Beaton Dr,**<br>**West Fargo, ND 58078**<br>**Phone: 701-241-8719**<br>**Fax: 855-608-0681**<br>**Contact: Heather Messmer**<br>**Heather.Messmer@doosan.com** |

| Description | Part No | Qty | Price Ea. | Total |
|---|---|---|---|---|
| **Bobcat UW53** | M1227 | 1 | $62,824.00 | $62,824.00 |
| 29 X 10.5 Trac Tire | M1227-R05-C04 | 1 | $436.80 | $436.80 |
| Block Heater | M1227-A01-C02 | 1 | $86.31 | $86.31 |
| 62" Heavy Duty Bucket | 7272678 | 1 | $1,074.64 | $1,074.64 |
| --- Bolt-On Cutting Edge, 62" | 6718005 | 1 | $253.98 | $253.98 |

| | |
|---|---|
| **Total of Items Quoted** | **$64,675.73** |
| **Dealer P.D.I.** | **$150.00** |
| **Freight Charges** | **$1,082.00** |
| **Dealer Assembly Charges** | **$64.75** |
| **Other Charges: Material and Logistics** | **$5,924.00** |
| **Quote Total - US dollars** | **$71,896.48** |

**Notes:**

***Prices per the Sourcewell Contract #040319-CEC.***
***Terms Net 60 Days. Credit cards accepted.***
***FOB Destination***
***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.***
***TID# 38-0425350***

***Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

***Quote valid for 30 days***

**ORDER ACCEPTED BY:**

_____ _____

**SIGNATURE** **DATE**

_____ _____

**PRINT NAME AND TITLE** **PURCHASE ORDER NUMBER**

**DELIVERY ADDRESS:**_____

**BILLING ADDRESS (if different than Ship To):**_____

**TAX EXEMPT? _____YES _____NO**

**Exempt in the State of _____**

**Tax Exempt ID:**

**FEDERAL - _____**

***STATE* - _____**

**Expiration Date: _____**

**TAX EXEMPT? _____YES _____NO**

**Exempt in the State of _____**

**Tax Exempt ID:**

**FEDERAL - _____**

***STATE* - _____**

**Expiration Date: _____**


Bobcat
3400
4x4

**Sourcewell**SM
**Formerly the National Joint Powers Alliance (NJPA)**

# REQUEST FOR PROPOSAL

for the procurement of

# MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

**RFP Opening**
April 4, 2019
8:30 a.m. Central Time
At the offices of Sourcewell
202 12th Street Northeast, Staples, MN 56479

## RFP #040319

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #040319 MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning February 14, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until April 3, 2019 at 4:30 p.m. Central Time at the above address and opened April 4, 2019 at 8:30 a.m. Central Time.

### *RFP Timeline*

| | |
|---|---|
| **February 14, 2019** | **Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.** |
| **March 20, 2019 10:00 a.m. CT** | **Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.** |
| **March 27, 2019** | **Deadline for RFP questions.** |
| **April 3, 2019 4:30 p.m. CT** | **Deadline for Submission of Proposals. Late responses will be returned unopened.** |
| **April 4, 2019 8:30 a.m. CT** | **Public Opening of Proposals.** |

*Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.*

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## 1 DEFINITIONS

### A. CONTRACT

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

### B. PROPOSER

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

### C. SOURCED GOOD or OPEN MARKET ITEM

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

### D. VENDOR

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

## 2 ADVERTISEMENT OF RFP

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

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

## 3 INTRODUCTION

### A. ABOUT SOURCEWELL

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

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

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

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

### B. JOINT EXERCISE OF POWERS LAWS

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

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

**3.5.2** For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

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

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

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

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

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

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

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

## D. THE INTENT OF THIS RFP

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

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

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

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

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

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

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

## E. SCOPE OF THIS RFP

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

**3.17 Additional Scope Definitions:** In addition to MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

**3.17.1** Wheel, track or backhoe loaders, skid steers, excavators, on-highway telescoping excavators, telehandlers, site-preparation equipment, and rollers.

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

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

a. Construction services
b. Equipment accessory, attachment and supply only solutions, or
c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
    i. Heavy Construction Equipment With Related Accessories, Attachments, and Supplies (See Sourcewell RFP #032119)
    ii. Trailers with Related Equipment, Accessories, and Services (See Sourcewell RFP #121918)
    iii. Snow and Ice Handling Equipment, Supplies, and Accessories (See Sourcewell RFP #080818)
    iv. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)
    v. Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies (See Sourcewell RFP #122017)
    vi. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
    vii. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
    viii. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
    ix. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
    x. Agricultural Tractors with Related Equipment and Accessories (See Sourcewell RFP #021815)
    xi. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (See Sourcewell RFP #112014)

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

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

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

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

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection

of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

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

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

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

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

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

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

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

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

**3.23.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to

engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

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

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

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

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

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

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

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

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

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

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

**3.28.2** For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

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

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

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

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

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

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

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

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

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

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

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

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

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and

workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

### G. SOLUTIONS-BASED SOLICITATION

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

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

## 3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

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

### B. PRE-PROPOSAL CONFERENCE

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

### C. IDENTIFICATION OF KEY PERSONNEL

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

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

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

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

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

### E. PROPOSAL FORMAT

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

**4.8** All proposals must be properly labeled and sent to "Sourcewell, 202 12th Street NE Staples, MN 56479."

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

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

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

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

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

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

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

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

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

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

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

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

**4.15** Submit all questions about this RFP, in writing, referencing MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

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

**4.18** Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under "Solicitations") and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

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

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

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

## H. PROPOSAL OPENING PROCEDURE

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

## I. SOURCEWELL'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

**4.24.9** Extend proposal due dates.

## 5 PRICING

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

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $50 Million.**

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

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

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

### A. LINE-ITEM PRICING

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

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

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

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

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

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

## B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

## C. COST PLUS A PERCENTAGE OF COST

**5.15** "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

## D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

## E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

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

## F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23 [These sections are intentionally blank.]**

## G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

## H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website),

signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

**5.30** Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged**, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37 [These sections are intentionally blank.]**

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43 [These sections are intentionally blank.]**

## K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

### L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47 [These sections are intentionally blank.]**

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50 [These sections are intentionally blank.]**

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

**5.53** Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## 6 EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**6.1** The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee

may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

**6.2** Sourcewell uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

## B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

**6.6.1** is received before the deadline for submission or it will be returned unopened;

**6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

**6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

**6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

**6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**6.8** Forms A and P include a series of questions that address the following categories:

- **6.8.1** Company Information and Financial Strength
- **6.8.2** Industry Requirements and Marketplace Success
- **6.8.3** Ability to Sell and Deliver Service Nationwide
- **6.8.4** Marketing Plan
- **6.8.5** Other Cooperative Procurement Contracts
- **6.8.6** Value-Added Attributes
- **6.8.7** Payment Terms and Financing Options
- **6.8.8** Warranty
- **6.8.9** Equipment/Products/Services
- **6.8.10** Pricing and Delivery
- **6.8.11** Industry-Specific Questions

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

## D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

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

**6.13** Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member

satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** Sourcewell reserves the right to reject any or all proposals.

## E. COST COMPARISON

**6.16** Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

## F. MARKETING PLAN

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** Sourcewell marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management

and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

**6.19.6.2 Printed Marketing Materials**. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

**6.19.7** A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP**.** Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** $1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell's Members.

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

## I. ADMINISTRATIVE FEES

**6.29** Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge Sourcewell Members more that permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

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

**6.30 through 6.32 [This section is intentionally blank.]**

## J. VALUE–ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in Sourcewell's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology**: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

### K. WAIVER OF FORMALITIES

**6.39** Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

## 7 POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the

requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

**7.7** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.8** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.8.1 Zero sales reports**: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## D. AUDITS

**7.9** Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

## E. HUB PARTNER

**7.10 Hub Partner:** Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.11 Hub Partner Fees:** Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [Sourcewell Member name]."

## F. TRADE-INS

**7.12** The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

## G. OUT OF STOCK NOTIFICATION

**7.13** The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

## H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**7.14** Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.14.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.14.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.14.3** Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

**7.14.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.14.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

**7.14.6** The Vendor fails to properly report quarterly sales;

**7.14.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.

**7.15** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.16** Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

**7.17** Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

# 8 GENERAL TERMS AND CONDITIONS

## 8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

## B. APPLICABLE LAW

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

**8.3 Sourcewell Compliance with Minnesota Procurement Law**: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7 [This section is intentionally blank.]**

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established

by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

## C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

## D. LIST OF PROPOSERS

**8.13** Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

## E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

## F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

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

## G. ENTIRE AGREEMENT

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

## H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

## I. LICENSES

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

## J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

## K. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

## L. PROTESTS OF AWARDS MADE

**8.25** Any protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

**8.25.1** The name, address, and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

## M. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

## N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

## O. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

## P. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise

judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

## Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

**8.31** Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

**8.32** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

**8.33** Contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**8.34** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

**8.35** 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 CFR Part 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 CFR Part 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.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

**8.36** 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 CFR Part 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 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 all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

**8.37** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

**8.38** 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

**8.39** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**8.40** Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall 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 covered by 31 U.S.C. 1352. Proposers shall 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.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**8.41** Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**8.42** Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall 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.

**8.43** Buy American Provisions Compliance. To the extent applicable, Proposer agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

**8.44** Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**8.45** Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or more citizens of a foreign county listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

**8.46** Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

**8.47** Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

## 9 FORMS

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**Form A**

**PROPOSER QUESTIONNAIRE- General Business Information**

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

***Please answer and submit the electronic version of the questions below in Microsoft Word®*** This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. 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). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
    a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
    b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

**Industry Recognition & Marketplace Success**

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

**Proposer's Ability to Sell and Deliver Service Nationwide**

18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.

    a) Sales force.

    b) Dealer network or other distribution methods.

    c) Service force.

    Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

**Marketing Plan**

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

**Value-Added Attributes**

27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.

31) 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?

32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.

33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: _____ Date: _____

**Form B**

## PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

## COMPANY PERSONNEL CONTACTS

**Authorized signer for your organization**

Name: _____

Email: _____Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name:_____Title:_____

Email: _____Phone:_____

**Who is your company's primary contact person for this proposal?**

Name: _____Title:_____

Email: _____Phone:_____

**Other important contact information**

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

**Form C**

## EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | Sourcewell ACCEPTS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Proposer's Signature:** _____ **Date:** _____

**Sourcewell's clarification on exceptions listed above:**

**FORM D**

## Formal Offering of Proposal

(To be completed only by the Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

CAGE Code/DUNS:_____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)

**FORM E**

# CONTRACT ACCEPTANCE AND AWARD

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

Sourcewell Contract #: 040319-XXX

Proposer's full legal name: TBD

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

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

**Sourcewell Authorized Signatures:**

_____ Jeremy Schwartz
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE — (NAME PRINTED OR TYPED)

_____ Chad Coauette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE — (NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY — Sourcewell Contract # 040319-XXX

---

**Vendor Authorized Signatures:**

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

**Vendor Name** _____

**Authorized Signatory's Title** _____

_____ _____
VENDOR AUTHORIZED SIGNATURE — (NAME PRINTED OR TYPED)

Executed on _____, 20___ — Sourcewell Contract # 040319-XXX

**Form F**

## PROPOSER ASSURANCE OF COMPLIANCE

**Proposal Affidavit Signature Page**

### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of 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.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to 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.

5. 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.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. 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.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

**Notarized**

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

**Form G**

## OVERALL EVALUATION AND CRITERIA

For the Proposed Subject MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

| | | |
|---|---|---|
| Conformance to RFP Terms and Conditions | 50 | |
| Financial Viability and Marketplace Success | 75 | |
| Ability to Sell and Deliver Service Nationwide | 100 | |
| Marketing Plan | 50 | |
| Value-Added Attributes | 75 | |
| Warranty | 50 | |
| Depth and Breadth of Offered Products and Related Services | 200 | |
| Pricing | 400 | |
| **TOTAL POINTS** | **1000** | |

Reviewed by: _____ Its_____

_____Its_____

**Form P**

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

*Proposer* Name: _____

Questionnaire completed by: _____

**Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. 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.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

**Warranty**

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   - What are your proposed exchange and return programs and policies?

6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

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

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.

18) 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 RFP Section 6.29 and following for details.)

**Industry-Specific Questions**

19) Describe any industry-specific quality management system certifications obtained by your organization.
20) Describe any environmental management system certifications obtained by your organization.
21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Signature: _____Date: _____

## 10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal | Hard Copy Required Signed and Dated | Electronic Copy Required – Flash Drive or CD |
|---|---|---|---|
| | Form A: Proposer Questionnaire with all questions answered completely | X – signature page only | X |
| | Form B: Proposer Information | | X |
| | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request | X | X |
| | Form D: Formal Offering of Proposal | X | X |
| | Form E: Contract Acceptance and Award | | X |
| | Form F: Proposers Assurance of Compliance | X | X |
| | Form P: Proposer Questionnaire with all questions answered completely | X – signature page only | X |
| | Certificate of Insurance with $1.5 million coverage | X | X |
| | Copy of all RFP Addendums issued by Sourcewell | X | X |
| | Pricing for all Products/Equipment/Services within the RFP being proposed | | X |
| | Entire Proposal submittal including signed documents and forms | | X |
| | | | |
| | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound | | |
| | Package containing your proposal labeled and sealed with the following language: "**Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX**" | | |
| | Response Package mailed and delivered prior to deadline to:<br>Sourcewell, 202 12th St NE, PO Box 219<br>Staples, MN 56479 | | |

## 11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

SOURCEWELL CONTRACT NUMBER: _____

- ☐ Adding Products/Services vices
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

**Section 5. Signatures**

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

Jeremy Schwartz Date

Sourcewell Director of Cooperative Contracts and Procurement/CPO

# Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf
http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php
https://www.usa.gov/tribes#item-37647
http://www.usa.gov/Agencies/State-and-Territories.shtml
Oregon
Hawaii
Washington

Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| **County** | **County** | **County** | **County** | **County** | **County** |
| Hawaii County | Ada County | Baker County | Abbeville County | Beaver County | Adams County |
| Kauai County | Adams County | Benton County | Aiken County | Box Elder County | Asotin County |
| Maui County | Bannock County | Central Oregon Intergovernmental Council | Allendale County | Cache County | Benton County |
| **Municipality** | Bear Lake County | Clackamas County | Anderson County | Carbon County | Chelan County |
| City and County of Honolulu | Benewah County | Clackamas County Service District No. 1 | Bamberg County | Daggett County | Clallam County |
| **Higher Education** | Bingham County | Clatsop County | Barnwell County | Davis County | Clark County |
| Hawaii Community College | Blaine County | Columbia County | Beaufort County | Duchesne County | Columbia County |
| Honolulu Community College | Boise County | Coos County | Berkeley County | Duchesne County Special Service District No. 2 | Cowlitz County |
| University of Hawaii | Bonner County | Crook County | Calhoun County | Emery County | Douglas County |
| University of Hawaii Research Corporation | Bonneville County | Curry County | Catawba Regional Council of Governments | Five County Association of Governments | Ferry County |
| Windward Community College | Boundary County | Deschutes County | Central Midlands Council of Governments | Garfield County | Franklin County |
| **Education (K-12)** | Butte County | Douglas County | Charleston County | Grand County | Garfield County |
| Hanalani Schools | Camas County | Gilliam County | Cherokee County | Iron County | Grant County |
| Kamehameha Schools | Canyon County | Grant County | Chester County | Juab County | Grays Harbor County |
| **Special District** | Caribou County | Harney County | Chesterfield County | Kane County | Island County |
| Hawaii Community Development Authority | Cassia County | Hood River County | Clarendon County | Millard County | Jefferson County |
| Hawaii Public Housing Authority | Clark County | Jackson County | Colleton County | Morgan County | King County |
| Hawaii Tourism Authority | Clearwater County | Jefferson County | Darlington County | Piute County | King County Directors' Association |
| Honolulu Authority for Rapid Transportation | Custer County | Josephine County | Dillon County | Rich County | Kitsap County |
| Natural Energy Laboratory of Hawaii Authority | Elmore County | Klamath County | Dorchester County | Salt Lake County | Kittitas County |
| **State** | Franklin County | Lake County | Edgefield County | San Juan County | Klickitat County |
| Hawaii Department of Accounting and General Services | Fremont County | Lane Council of Governments | Fairfield County | Sanpete County | Lewis County |
| Hawaii Department of Finance and Administration | Gem County | Lane County | Florence County | Sevier County | Lincoln County |
| Hawaii Department of Health | Gooding County | Lincoln County | Georgetown County | Summit County | Mason County |
| Hawaii Employer-Union Health Benefits Trust Fund | Idaho County | Linn County | Greenville County | Tooele County | Okanogan County |
| Hawaii Health Systems Corporation | Jefferson County | Malheur County | Greenwood County | Uintah County | Pacific County |
| State Of Hawaii | Jerome County | Marion County | Hampton County | Utah County | Pend Oreille County |
| | Kootenai County | Marion County Housing Authority | Horry County | Wasatch County | Pierce County |
| | Latah County | Morrow County | Jasper County | Washington County | San Juan County |
| | Lemhi County | Multnomah County | Kershaw County | Wayne County | Skagit County |
| | Lewis County | Polk County | Lancaster County | Weber County | Skamania County |
| | Lincoln County | Sherman County | Laurens County | **Municipality** | Snohomish County |
| | Madison County | Tillamook County | Lee County | Centerfield City | Spokane County |
| | Minidoka County | Umatilla County | Lexington County | City of Alpine City | Stevens County |
| | Nez Perce County | Union County | Lower Savannah Council of Governments | City of American Fork | Thurston County |
| | Oneida County | Wallowa County | Marion County | City of Aurora | Thurston Regional Planning Council |
| | Owyhee County | Wasco County | Marlboro County | City of Ballard | Wahkiakum County |
| | Payette County | Washington County | McCormick County | City of Beaver | Walla Walla County |
| | Power County | Wheeler County | Newberry County | City of Blanding | Whatcom County |
| | Shoshone County | Yamhill County | Oconee County | City of Bluffdale | Whitman County |
| | Teton County | **Municipality** | Orangeburg County | City of Bountiful | Yakima County |
| | Twin Falls County | City of Adair Village | Pickens County | City of Brigham | Yakima County Public Services |
| | Valley County | City of Adrian | Richland County | City of Castle Dale | Yakima Valley Conference of Governments |
| | Washington County | City of Albany | Saluda County | City of Cedar City | **Municipality** |
| | **Municipality** | City of Amity | Spartanburg County | City of Cedar Hills | City of Aberdeen |
| | City of Aberdeen | City of Arlington | Sumter County | City of Centerville | City of Airway Heights |
| | City of Albion | City of Ashland | Union County | City of Clearfield | City of Algona |
| | City of American Falls | City of Astoria | Williamsburg County | City of Clinton | City of Anacortes |
| | City of Ammon | City of Athena | York County | City of Coalville | City of Arlington |
| | City of Arco | City of Aumsville | **Municipality** | City of Colorado City | City of Asotin |
| | City of Arimo | City of Aurora | City of Abbeville | City of Corinne City | City of Auburn |
| | City of Ashton | City of Baker City | City of Aiken | City of Cottonwood Heights | City of Bainbridge Island |
| | City of Athol | City of Bandon | City of Anderson | City of Delta | City of Battle Ground |
| | City of Atomic City | City of Banks | City of Barnwell | City of Draper | City of Bellevue |
| | City of Bancroft | City of Bay City | City of Beaufort | City of Duchesne | City of Bellingham |
| | City of Bellevue | City of Beaverton | City of Belton | City of East Carbon | City of Benton City |
| | City of Blackfoot | City of Bend | City of Bennettsville | City of Elk Ridge | City of Bingen |
| | City of Bliss | City of Boardman | City of Bishopville | City of Elmo | City of Black Diamond |
| | City of Bloomington | City of Brookings | City of Camden | City of Enoch | City of Blaine |
| | City of Boise | City of Brownsville | City of Cayce | City of Enterprise | City of Bonney Lake |
| | City of Bonners Ferry | City of Burns | City of Charleston | City of Ephraim | City of Bothell |
| | City of Bovill | City of Canby | City of Chesnee | City of Escalante | City of Bremerton |
| | City of Buhl | City of Cannon Beach | City of Chester | City of Eureka | City of Brewster |
| | City of Burley | City of Canyonville | City of Clemson | City of Fairview | City of Bridgeport |
| | City of Caldwell | City of Carlton | City of Clinton | City of Farmington | City of Brier |
| | City of Cambridge | City of Cascade Locks | City of Columbia | City of Farr West | City of Buckley |
| | City of Carey | City of Cave Junction | City of Conway | City of Ferron | City of Burien |
| | City of Cascade | City of Central Point | City of Darlington | City of Fillmore | City of Burlington |
| | City of Castleford | City of Chiloquin | City of Denmark | City of Fountain Green | City of Camas |
| | City of Challis | City of Clatskanie | City of Dillon | City of Fruit Heights | City of Carnation |
| | City of Chubbuck | City of Coburg | City of Easley | City of Garland | City of Cashmere |
| | City of Clayton | City of Columbia City | City of Florence | City of Grantsville | City of Castle Rock |
| | City of Clifton | City of Condon | City of Folly Beach | City of Green River | City of Centralia |
| | City of Coeur d'Alene | City of Coos Bay | City of Forest Acres | City of Gunnison | City of Chehalis |
| | City of Council | City of Coquille | City of Fountain Inn | City of Harrisville | City of Chelan |
| | City of Craigmont | City of Cornelius | City of Gaffney | City of Heber City | City of Cheney |
| | City of Crouch | City of Corvallis | City of Georgetown | City of Helper City | City of Chewelah |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | City of Culdesac | City of Cottage Grove | City of Goose Creek | City of Herriman | City of Clarkston |
| | City of Dalton Gardens | City of Cove | City of Greenville | City of Highland | City of Cle Elum |
| | City of Dayton | City of Creswell | City of Greenwood | City of Hildale | City of Clyde Hill |
| | City of Deary | City of Culver | City of Greer | City of Holladay | City of Colfax |
| | City of Dietrich | City of Dallas | City of Hanahan | City of Honeyville | City of College Place |
| | City of Donnelly | City of Damascus | City of Hardeeville | City of Hooper | City of Colville |
| | City of Dover | City of Dayton | City of Hartsville | City of Huntington | City of Connell |
| | City of Downey | City of Dayville | City of Inman | City of Hurricane | City of Cosmopolis |
| | City of Driggs | City of Depoe Bay | City of Isle of Palms | City of Hyde Park | City of Covington |
| | City of Dubois | City of Detroit | City of Johnsonville | City of Hyrum | City of Davenport |
| | City of Eagle | City of Donald | City of Lake City | City of Ivins | City of Dayton |
| | City of Eden | City of Drain | City of Lancaster | City of Kamas | City of Deer Park |
| | City of Elk River | City of Dundee | City of Landrum | City of Kanab | City of Des Moines |
| | City of Emmett | City of Dunes City | City of Laurens | City of Kaysville | City of DuPont |
| | City of Fairfield | City of Durham | City of Liberty | City of La Verkin | City of Duvall |
| | City of Fernan Lake Village | City of Eagle Point | City of Loris | City of Layton | City of East Wenatchee |
| | City of Filer | City of Echo | City of Manning | City of Lehi | City of Edgewood |
| | City of Firth | City of Elgin | City of Marion | City of Lewiston | City of Edmonds |
| | City of Franklin | City of Enterprise | City of Mauldin | City of Lindon | City of Electric City |
| | City of Fruitland | City of Estacada | City of Mullins | City of Logan | City of Ellensburg |
| | City of Garden City | City of Eugene | City of Myrtle Beach | City of Manti | City of Elma |
| | City of Genesee | City of Fairview | City of New Ellenton | City of Mapleton | City of Entiat |
| | City of Georgetown | City of Falls City | City of Newberry | City of Marriott-Slaterville | City of Enumclaw |
| | City of Glenns Ferry | City of Florence | City of North Augusta | City of Mendon | City of Ephrata |
| | City of Gooding | City of Forest Grove | City of North Charleston | City of Midvale | City of Everett |
| | City of Grace | City of Fossil | City of North Myrtle Beach | City of Midway | City of Everson |
| | City of Grand View | City of Garibaldi | City of Orangeburg | City of Milford | City of Federal Way |
| | City of Grangeville | City of Gaston | City of Pickens | City of Millville | City of Ferndale |
| | City of Greenleaf | City of Gates | City of Rock Hill | City of Moab | City of Fife |
| | City of Hagerman | City of Gearhart | City of Seneca | City of Mona | City of Fircrest |
| | City of Hailey | City of Gervais | City of Simpsonville | City of Monroe | City of Forks |
| | City of Hansen | City of Gladstone | City of Spartanburg | City of Monticello | City of George |
| | City of Harrison | City of Glendale | City of Sumter | City of Morgan | City of Gig Harbor |
| | City of Hayden | City of Gold Beach | City of Tega Cay | City of Moroni | City of Gold Bar |
| | City of Hazelton | City of Gold Hill | City of Travelers Rest | City of Mt. Pleasant City | City of Goldendale |
| | City of Heyburn | City of Grants Pass | City of Union | City of Murray | City of Grand Coulee |
| | City of Hollister | City of Greenhorn | City of Walhalla | City of Myton | City of Grandview |
| | City of Homedale | City of Gresham | City of Walterboro | City of Naples | City of Granger |
| | City of Hope | City of Haines | City of Wellford | City of Nephi | City of Granite Falls |
| | City of Horseshoe Bend | City of Halfway | City of West Columbia | City of Nibley | City of Harrington |
| | City of Huetter | City of Halsey | City of Westminster | City of North Logan | City of Hoquiam |
| | City of Idaho City | City of Happy Valley | City of Woodruff | City of North Ogden | City of Ilwaco |
| | City of Idaho Falls | City of Harrisburg | City of York | City of North Salt Lake | City of Issaquah |
| | City of Inkom | City of Helix | Town of Allendale | City of Oakley | City of Kahlotus |
| | City of Island Park | City of Heppner | Town of Andrews | City of Ogden | City of Kalama |
| | City of Jerome | City of Hermiston | Town of Atlantic Beach | City of Orangeville | City of Kelso |
| | City of Juliaetta | City of Hillsboro | Town of Awendaw | City of Orem | City of Kenmore |
| | City of Kamiah | City of Hines | Town of Aynor | City of Panguitch | City of Kennewick |
| | City of Kellogg | City of Hood River | Town of Batesburg-Leesville | City of Park City | City of Kent |
| | City of Kendrick | City of Hubbard | Town of Bethune | City of Parowan | City of Kettle Falls |
| | City of Ketchum | City of Huntington | Town of Blacksburg | City of Payson | City of Kirkland |
| | City of Kimberly | City of Idanha | Town of Blackville | City of Perry | City of Kittitas |
| | City of Kooskia | City of Imbler | Town of Blenheim | City of Plain City | City of La Center |
| | City of Kuna | City of Independence | Town of Bluffton | City of Pleasant Grove | City of Lacey |
| | City of Lapwai | City of Irrigon | Town of Blythewood | City of Pleasant View | City of Lake Forest Park |
| | City of Lava Hot Springs | City of Island City | Town of Bowman | City of Price | City of Lake Stevens |
| | City of Lewiston | City of Jacksonville | Town of Branchville | City of Providence | City of Lakewood |
| | City of Mackay | City of Jefferson | Town of Briarcliffe Acres | City of Provo | City of Langley |
| | City of Malad City | City of John Day | Town of Brunson | City of Richfield | City of Leavenworth |
| | City of Marsing | City of Johnson City | Town of Calhoun Falls | City of Richmond | City of Liberty Lake |
| | City of McCall | City of Joseph | Town of Cameron | City of River Heights | City of Long Beach |
| | City of McCammon | City of Junction City | Town of Campobello | City of Riverdale | City of Longview |
| | City of Melba | City of Keizer | Town of Central | City of Riverton | City of Lynden |
| | City of Menan | City of King City | Town of Chapin | City of Roosevelt | City of Lynnwood |
| | City of Meridian | City of Klamath Falls | Town of Cheraw | City of Roy | City of Mabton |
| | City of Middleton | City of La Grande | Town of Chesterfield | City of Salem | City of Maple Valley |
| | City of Midvale | City of La Pine | Town of Clio | City of Salina | City of Marysville |
| | City of Moscow | City of Lafayette | Town of Clover | City of Salt Lake City | City of Mattawa |
| | City of Mountain Home | City of Lake Oswego | Town of Cottageville | City of Sandy | City of McCleary |
| | City of Mullan | City of Lakeside | Town of Coward | City of Santa Clara | City of Medical Lake |
| | City of Murtaugh | City of Lebanon | Town of Cowpens | City of Santaquin | City of Medina |
| | City of Nampa | City of Lincoln City | Town of Denmark | City of Saratoga Springs | City of Mercer Island |
| | City of New Meadows | City of Lonerock | Town of Donalds | City of Smithfield City | City of Mesa |
| | City of New Plymouth | City of Lostine | Town of Due West | City of South Jordan | City of Mill Creek |
| | City of Newdale | City of Lowell | Town of Duncan | City of South Ogden | City of Milton |
| | City of Nezperce | City of Lyons | Town of Eastover | City of South Salt Lake City | City of Monroe |
| | City of Notus | City of Madras | Town of Edgefield | City of South Weber | City of Montesano |
| | City of Orofino | City of Malin | Town of Edisto Beach | City of Spanish Fork | City of Morton |
| | City of Osburn | City of Manzanita | Town of Ehrhardt | City of Spring City | City of Moses Lake |
| | City of Parker | City of Maupin | Town of Elgin | City of Springville | City of Mossyrock |
| | City of Parma | City of McMinnville | Town of Elloree | City of St. George | City of Mountlake Terrace |
| | City of Paul | City of Medford | Town of Estill | City of Sunnyside | City of Moxee |
| | City of Payette | City of Metolius | Town of Eutawville | City of Sunset | City of Mt. Vernon |
| | City of Pierce | City of Mill City | Town of Fairfax | City of Syracuse | City of Mukilteo |
| | City of Pinehurst | City of Millersburg | Town of Ft. Mill | City of Taylorsville | City of Napavine |
| | City of Plummer | City of Milton-Freewater | Town of Furman | City of Tooele | City of Newcastle |
| | City of Pocatello | City of Milwaukie | Town of Gaston | City of Toquerville | City of Newport |
| | City of Ponderay | City of Molalla | Town of Gifford | City of Tremonton | City of Nooksack |
| | City of Post Falls | City of Monmouth | Town of Gilbert | City of Tropic | City of Normandy Park |
| | City of Potlatch | City of Monroe | Town of Govan | City of Uintah | City of North Bend |
| | City of Preston | City of Monument | Town of Gray Court | City of Vernal | City of North Bonneville |
| | City of Priest River | City of Moro | Town of Great Falls | City of Washington | City of Oak Harbor |
| | City of Rathdrum | City of Mosier | Town of Greeleyville | City of Washington Terrace | City of Oakville |
| | City of Reubens | City of Mt. Angel | Town of Hampton | City of Wellington | City of Ocean Shores |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | City of Rexburg | City of Mt. Vernon | Town of Harleyville | City of Wellsville | City of Okanogan |
| | City of Richfield | City of Myrtle Creek | Town of Heath Springs | City of Wendover | City of Olympia |
| | City of Rigby | City of Myrtle Point | Town of Hemingway | City of West Bountiful | City of Omak |
| | City of Riggins | City of Nehalem | Town of Hilda | City of West Haven City | City of Oroville |
| | City of Ririe | City of Newberg | Town of Hilton Head Island | City of West Jordan | City of Orting |
| | City of Roberts | City of Newport | Town of Hodges | City of West Point | City of Othello |
| | City of Rockland | City of North Bend | Town of Holly Hill | City of West Valley City | City of Pacific |
| | City of Rupert | City of North Plains | Town of Hollywood | City of Willard | City of Palouse |
| | City of Salmon | City of North Powder | Town of Honea Path | City of Woodland Hills | City of Pasco |
| | City of Sandpoint | City of Nyssa | Town of Irmo | City of Woods Cross | City of Pateros |
| | City of Shelley | City of Oakland | Town of Iva | Town of Alta | City of Pomeroy |
| | City of Shoshone | City of Oakridge | Town of Jackson | Town of Altamont | City of Port Angeles |
| | City of Smelterville | City of Ontario | Town of James Island | Town of Alton | City of Port Orchard |
| | City of Soda Springs | City of Oregon City | Town of Jamestown | Town of Amalga | City of Port Townsend |
| | City of Spirit Lake | City of Paisley | Town of Jefferson | Town of Annabella | City of Poulsbo |
| | City of St. Anthony | City of Pendleton | Town of Jenkinsville | Town of Antimony | City of Prosser |
| | City of St. Charles | City of Philomath | Town of Johnston | Town of Apple Valley | City of Pullman |
| | City of Stanley | City of Phoenix | Town of Jonesville | Town of Ballard | City of Puyallup |
| | City of Star | City of Pilot Rock | Town of Kershaw | Town of Bear River City | City of Quincy |
| | City of Stites | City of Port Orford | Town of Kiawah Island | Town of Bicknell | City of Rainier |
| | City of Sugar City | City of Portland | Town of Kingstree | Town of Big Water | City of Raymond |
| | City of Sun Valley | City of Powers | Town of Lake View | Town of Boulder | City of Redmond |
| | City of Tensed | City of Prairie City | Town of Lamar South Carolina | Town of Brian Head | City of Renton |
| | City of Tetonia | City of Prineville | Town of Lane | Town of Bryce Canyon City | City of Republic |
| | City of Troy | City of Rainier | Town of Latta | Town of Cannonville | City of Richland |
| | City of Twin Falls | City of Redmond | Town of Lexington | Town of Castle Valley | City of Ridgefield |
| | City of Ucon | City of Reedsport | Town of Lincolnville | Town of Cedar Fort | City of Ritzville |
| | City of Victor | City of Richland | Town of Little Mountain | Town of Centerfield | City of Rock Island |
| | City of Wallace | City of Riddle | Town of Lockhart | Town of Central Valley | City of Roslyn |
| | City of Weippe | City of Rockaway Beach | Town of Lyman | Town of Circleville | City of Roy |
| | City of Weiser | City of Rogue River | Town of Lynchburg | Town of Clarkston | City of Royal City |
| | City of Wendell | City of Roseburg | Town of Mayesville | Town of Clawson | City of Sammamish |
| | City of Weston | City of Rufus | Town of McBee | Town of Cleveland | City of SeaTac |
| | City of White Bird | City of Salem | Town of McClellanville | Town of Cornish | City of Seattle |
| | City of Wilder | City of Sandy | Town of McColl | Town of Daniel | City of Sedro-Woolley |
| | City of Winchester | City of Scappoose | Town of McCormick | Town of Deweyville | City of Selah |
| | **Higher Education** | City of Scio | Town of Meggett | Town of Eagle Mountain | City of Sequim |
| | Boise State University | City of Scotts Mills | Town of Moncks Corner | Town of Elmo | City of Shelton |
| | College of Southern Idaho | City of Seaside | Town of Mt. Pleasant | Town of Elsinore | City of Shoreline |
| | College of Western Idaho | City of Seneca | Town of Neeses | Town of Elwood | City of Snohomish |
| | Eastern Idaho Technical College | City of Shady Cove | Town of New Ellenton | Town of Emery | City of Snoqualmie |
| | Idaho Division of Professional Technical Education | City of Sheridan | Town of Nichols | Town of Fairfield | City of Soap Lake |
| | Idaho State University | City of Sherwood | Town of Ninety Six | Town of Francis | City of South Bend |
| | Lewis-Clark State College | City of Siletz | Town of Norris | Town of Garden City | City of Spokane |
| | North Idaho College | City of Silverton | Town of North | Town of Genola | City of Spokane Valley |
| | University of Idaho | City of Sisters | Town of Norway | Town of Glendale | City of Sprague |
| | **Education (K-12)** | City of Sodaville | Town of Olanta | Town of Glenwood | City of Stanwood |
| | Aberdeen School District No. 58 | City of Spray | Town of Pacolet | Town of Goshen | City of Stevenson |
| | Arbon Elementary School District No. 383 | City of Springfield | Town of Pageland | Town of Hanksville | City of Sultan |
| | Avery School District | City of St. Helens | Town of Pamplico | Town of Hatch | City of Sumas |
| | Basin School District No. 72 | City of St. Paul | Town of Patrick | Town of Henefer | City of Sumner |
| | Bear Lake County School District No. 33 | City of Stanfield | Town of Pawleys Island | Town of Henrieville | City of Sunnyside |
| | Bear Lake School District No. 33 | City of Stayton | Town of Pelion | Town of Hideout | City of Tacoma |
| | Blackfoot School District No. 55 | City of Sublimity | Town of Pelzer | Town of Hinckley | City of Tekoa |
| | Blaine County School District No. 61 | City of Sumpter | Town of Pendleton | Town of Holden | City of Tenino |
| | Bliss Joint School District No. 234 | City of Sutherlin | Town of Perry | Town of Howell | City of Tieton |
| | Bonneville Joint School District No. 93 | City of Sweet Home | Town of Port Royal | Town of Huntsville | City of Toledo |
| | Boundary County School District No. 101 | City of Talent | Town of Prosperity | Town of Joseph | City of Tonasket |
| | Bruneau-Grand View Joint School District | City of Tangent | Town of Ravenel | Town of Junction | City of Toppenish |
| | Buhl Joint School District No. 412 | City of The Dalles | Town of Reidville | Town of Kanarraville | City of Tukwila |
| | Butte County Joint School District No. 111 | City of Tigard | Town of Ridge Spring | Town of Kanosh | City of Tumwater |
| | Caldwell School District No. 132 | City of Tillamook | Town of Ridgeland | Town of Kingston | City of Union Gap |
| | Camas County School District No. 121 | City of Toledo | Town of Ridgeville | Town of Koosharem | City of University Place |
| | Cambridge School District | City of Troutdale | Town of Ridgeway | Town of Leeds | City of Vader |
| | Cascade School District No. 422 | City of Tualatin | Town of Saint Matthews | Town of Levan | City of Vancouver |
| | Cassia County Joint School District No. 151 | City of Turner | Town of Saint Stephen | Town of Loa | City of Waitsburg |
| | Castleford Joint School District No. 417 | City of Ukiah | Town of Salem | Town of Manila | City of Walla Walla |
| | Challis Joint School District No. 181 | City of Umatilla | Town of Salley | Town of Mantua | City of Wapato |
| | Clark County School District No. 161 | City of Union | Town of Saluda | Town of Marysvale | City of Warden |
| | Coeur d'Alene School District No. 271 | City of Unity | Town of Santee | Town of Meadow | City of Washougal |
| | Cottonwood Joint School District No. 242 | City of Vale | Town of Scranton | Town of Minersville | City of Wenatchee |
| | Council School District No. 13 | City of Veneta | Town of Seabrook Island | Town of New Harmony | City of West Richland |
| | Culdesac Joint School District No. 342 | City of Vernonia | Town of Sellers | Town of Newton | City of Westport |
| | Dietrich School District No. 314 | City of Waldport | Town of Sharon | Town of Ophir | City of White Salmon |
| | Emmett Independent School District No. 221 | City of Wallowa | Town of Six Mile | Town of Orderville | City of Winlock |
| | Filer School District No. 413 | City of Warrenton | Town of Snelling | Town of Paradise | City of Woodinville |
| | Firth School District No. 59 | City of Wasco | Town of Society Hill | Town of Paragonah | City of Woodland |
| | Fremont County School District No. 215 | City of West Linn | Town of South Congaree | Town of Portage Utah | City of Yakima/Yakima County |
| | Fruitland School District No. 373 | City of Westfir | Town of Springdale | Town of Randolph | City of Yelm |
| | Garden Valley School District | City of Weston | Town of St. George | Town of Redmond | City of Zillah |
| | Genesee Joint School District No. 282 | City of Wheeler | Town of St. Matthews | Town of Rockville | Consolidated Borough of Quil Ceda Village |
| | Glenns Ferry Joint School District No. 192 | City of Willamina | Town of Stuckey | Town of Rocky Ridge | Grays Harbor Council of Governments |
| | Gooding Joint School District No. 231 | City of Wilsonville | Town of Sullivans Island | Town of Rush Valley | Town of Almira |
| | Grace Joint School District No. 148 | City of Winston | Town of Summerton | Town of Scipio | Town of Beaux Arts Village |
| | Hagerman Joint School District No. 233 | City of Wood Village | Town of Summerville | Town of Scofield | Town of Bucoda |
| | Hansen School District No. 415 | City of Woodburn | Town of Summit | Town of Sigurd | Town of Carbonado |
| | Highland Joint School District No. 305 | City of Yachats | Town of Surfside Beach | Town of Springdale | Town of Cathlamet |
| | Homedale School District No. 370 | City of Yamhill | Town of Swansea | Town of Stockton | Town of Clyde Hill |
| | Horseshoe Bend School District No. 73 | City of Yoncalla | Town of Timmonsville | Town of Toquerville | Town of Colton |
| | Idaho Falls School District No. 91 | Town of Bonanza | Town of Trenton | Town of Torrey | Town of Conconully |
| | Independent School District of Boise City | Town of Butte Falls | Town of Turbeville | Town of Trenton | Town of Concrete |
| | Jefferson County School District No. 251 | Town of Canyon City | Town of Ulmer | Town of Tropic | Town of Coulee City |
| | Jerome Joint School District No. 261 | Town of Lakeview | Town of Varnville | Town of Uintah | Town of Coulee Dam |
| | Joint School District No. 2 | Town of Lexington | Town of Wagener | Town of Vernon | Town of Coupeville |

Hawaii

Idaho

Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3
Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Marsing Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Ririe Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Swan Valley Elementary School District No. 33
Swan Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Vision Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

**Special District**

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway District
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Atlanta Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kung Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library

Oregon

**Higher Education**

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College
Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Development
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

**Education (K-12)**

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Annex School District 29
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Ashwood School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Bandon School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Clackamas Education Service District
Clatskanie School District No. 6J
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Crook County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Dayville School District No. 16J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J

South Carolina

Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston
Town of Williston
Town of Winnsboro
Town of Yemassee

**Higher Education**

Aiken Technical College
Beaufort Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Education
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

**Education (K-12)**

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School Districts 1 and 2 Career and Technology Center
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Delta R-V School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Kershaw County School District

Utah

Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

**Higher Education**

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

**Education (K-12)**

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Centro De La Familia De Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Office

**Higher Education**

Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
Sui Head Start Program School District
Thomas Edison Charter Schools
Tintic School District
Tooele County School District
Uintah School District
Wasatch County School District
Washington County School District
Wayne County School District
Weber School District

**Special District**

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Benchland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District

Washington

Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott
Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Hunts Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Marcus
Town of Metaline
Town of Millwood
Town of Naches
Town of Nespelem
Town of Northport
Town of Oakesdale
Town of Odessa
Town of Pe Ell
Town of Prescott
Town of Reardan
Town of Riverside
Town of Rockford
Town of Rosalia
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Steilacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Wilkeson
Town of Wilson Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

**Higher Education**

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community Colleges of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council

## Hawaii

## Idaho

Bruneau Water and Sewer District
Buhl Highway District
Buhl Rural Fire Protection District
Burley Highway District
Caldwell Housing Authority
Canyon Highway District No. 4
Cascade Rural Fire District
Castleford Rural Fire District
Central Fire District
Central Orchards Sewer District
Central Shoshone County Water District
Clark County District Library
Clarkia Free Library District
Clarkia Highway District
Clearwater Free Library District
Clearwater Highway District
Clearwater Soil and Water Conservation District
Clearwater Water District
Consolidated Free Library District
Cottonwood Highway District
Custer Soil and Water Conservation District
Dietrich Fire District
Dietrich Highway District
Doumecq Highway District
Downey Swan Lake Highway District
Dry Creek Cemetery Maintenance District
Eagle Fire Protection District
Eagle Sewer District
East Bonner County Free Library District
East Bonner County Library District
East Greenacres Irrigation District
Eastern Idaho Public Health District
Eastern Idaho Regional Wastewater Authority
Elk River Free Library District
Elmore Soil and Water Conservation District
Fenn Highway District
Ferdinand Highway District
Fish Haven Mosquito Abatement District
Fremont County District Library
Friedman Memorial Airport Authority
Garden Valley District Library
Garden Valley Fire Protection District
Garden Valley Recreation District
Gateway Fire Protection District
Gem County Fire Protection District
Gem County Mosquito Abatement District
Glenns Ferry Highway District
Golden Gate Highway District No. 3
Gooding County Memorial Hospital District
Grace District Library
Grangeville Highway District
Granite Reeder Water and Sewer District
Greater Boise Auditorium District
Greater Middleton Parks and Recreation District
Greater Swan Valley Fire Protection District No. 2
Groveland Water and Sewer District
Harbor View Estates Water and Sewer District
Hayden Lake Irrigation District
Hayden Lake Recreational Water and Sewer District
Hillsdale Highway District
Homedale Highway District
Hoo Doo Water and Sewer District
Horseshoe Bend Fire Protection District
Idaho Soil and Water Conservation District
Indian Valley Rural Fire District
Iona-Bonneville Sewer District
Island Park Fire District
Jerome Highway District
Jerome Recreation District
Jerome Rural Fire District No. 1
Kamiah Fire Protection District
Kamiah Highway District
Ketchum Rural Fire Protection District
Kidder Harris Highway District
Kingston Water District
Kootenai County Water District No. 1
Kootenai Ponderay Sewer District
Kootenai-Shoshone Soil and Water Conservation District
Kuna Library District
Laclede Water District
Lakes Highway District
Latah County Library District
Latah Soil and Water Conservation District
Lemhi Soil and Water Conservation District
Lewiston Orchards Irrigation District
Lewiston-Nez Perce County Regional Airport Authority
Lincoln County Recreation District
Little Blacktail Ranch Water District
Little Wood River Library District
Lizard Butte Library District
Lost River Highway District
M&T Water and Sewer District
Mackay Free Library District
Madison Library District

## Oregon

Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District
Grant School District No. 3
Grants Pass School District No. 7
Greater Albany Public School District 8J
Gresham-Barlow School District
Harney County School District No. 3
Harney Education Service District
Harper School District No. 66
Harrisburg School District No. 7
Helix School District No. 1-R
Hermiston School District
High Desert Education Service District
Hillsboro School District No. 1J
Hood River County School District
Huntington School District No. 16J
Imbler School District No. 11
InterMountain Education Service District
Ione School District R2
Jackson County School District No. 9
Jackson Education Service District
Jefferson County School District No. 509-J
Jefferson School District
Jewell School District No. 8
John Day School District No. 3
Jordan Valley School District No. 3
Joseph School District No. 6
Junction City School District No. 69
Klamath County School District
Klamath Falls City Schools
Knappa School District
La Grande School District No. 1
Lake County School District No. 7
Lake Ed Service District
Lake Oswego School District No. 7J
Lakeview School District No. 7
Lane Education Service District
Lebanon Community School District No. 9
Lincoln County School District
Linn-Benton-Lincoln Education Service District
Long Creek School District No. 17
Lowell School District No. 71
Mapleton School District No. 32
Marcola School District No. 79J
McKenzie School District
McMinnville School District No. 40
Medford School District No. 549C
Milton-Freewater School District No. 7
Mitchell School District No. 55
Molalla River School District
Monument School District
Morrow County School District
Mt. Angel School District
Multnomah Education Service District Consortium
Myrtle Point School District
Neah-Kah-Nie School District No. 56
Nestucca Valley School District No. 101
New Hope Christian Schools
Newberg School District No. 29J
North Bend School District No. 13
North Central Education Service District
North Clackamas School District No. 12
North Douglas School District No. 22
North Lake School District
North Marion School District No. 15
North Santiam School District No. 29
North Wasco County School District No. 21
Northwest Regional Education Service District
Nyssa School District No. 26
Oakland School District
Oakridge School District No. 76
Ontario School District No. 8C
Oregon City School District No. 62
Oregon Trail School District No. 46
Paisley School District No. 11
Parkrose School District No. 3
Pendleton School District No. 16
Perrydale School District No. 21J
Philomath School District No. 17J
Phoenix-Talent School District
Pilot Rock School District No. 2
Pine Eagle School District No. 61
Pinehurst School District
Pleasant Hill School District
Plush School District 18
Port Orford-Langlois School District No. 2CJ
Portland Public School District No. 1
Powers School District No. 31
Prairie City School District No. 4
Prospect School District

## South Carolina

Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1
Lexington County School District No. 2
Lexington County School District No. 3
Lexington County School District No. 4
Lexington-Richland Counties School District No. 5
Marion County School District
Marion County School District No. 7
Marlboro County School District
McCormick County School District
Newberry County School District
Oconee County School District
Orangeburg Consolidated School District Four
Orangeburg County Consolidated School District No. 3
Orangeburg County Consolidated School District No. 5
Pickens County School District
Richland County School District No. 1
Richland County School District No. 2
Rock Hill School District No. 3
Saluda School District No. 1
South Carolina Public Charter School District
Spartanburg County School District No. 1
Spartanburg County School District No. 2
Spartanburg County School District No. 3
Spartanburg County School District No. 4
Spartanburg County School District No. 5
Spartanburg County School District No. 6
Spartanburg County School District No. 7
Sumter School District
Sumter School District No. 17
Sumter School District No. 2
Union County School District
Ware Shoals School District No. 51
Williamsburg County Schools
Williston School District No. 29
York School District No. 1

**Special District**

Abbeville Housing Authority
Aiken Housing Authority
Anderson Housing Authority
Atlantic Beach Housing Authority
Beaufort Housing Authority
Beaufort-Jasper Water and Sewer Authority
Beech Island Rural Community Water District
Belton-Honea Path Water Authority
Bennettsville Housing Authority
Berea Public Service District
Berkeley County Water and Sanitation Authority
Big Creek Water and Sewerage District
Bluffton Township Fire District
Boiling Springs Fire District, Greenville County
Broad Creek Public Service District
Buffalo-Mt. Pisgah Fire Protection District
Burton Fire District
Central Midlands Regional Transit Authority
Charleston Area Regional Transportation Authority
Charleston County Aviation Authority
Charleston County Housing and Redevelopment Authority
Charleston Housing Authority
Charleston Naval Complex Redevelopment Authority
Charleston Soil and Water Conservation District
Cheraw Housing Authority
Chester Housing Authority
Chester Metropolitan District
Chester Sewer District
Coast Regional Transportation Authority
Columbia Housing Authority
Conway Housing Authority
Daniel Morgan Water District
Darlington County Fire District
Darlington County Water and Sewer Authority
Darlington Housing Authority
Donalds-Due West Water and Sewer Authority
Dorchester County Sales Tax Transportation Authority
Dorchester County Water Authority
Duncan Chapel Fire District
Easley Housing Authority
Easley-Central Water District
East Richland County Public Service District
Edgefield County Water and Sewer Authority
Florence Housing Authority
Fort Mill Housing Authority
Fripp Island Public Service District
Gaffney Housing Authority
Gaston Rural Community Water District
Georgetown County Water and Sewer District
Georgetown Housing Authority
Gilbert-Summit Rural Water District
Grand Strand Water and Sewer Authority
Greenville Arena District

## Utah

Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District
Davis Community Housing Authority
Davis County Housing Authority
Davis-Salt Lake Aerial Spray Authority
Duchesne County Upper Country Water Improvement District
Duchesne County Water Conservancy District
Emery County Housing Authority
Emery County Municipal Building Authority
Emery County Special Service District No. 1
Emery Water Conservancy District
Emigration Improvement District
Fruitland Special Service District
Garden City Fire District
Grand County Housing Authority
Granger-Hunter Improvement District
Heber Valley Special Service District
Hooper Water Improvement District
Jensen Water Improvement District
Johnson Water Improvement District
Jordan Valley Water Conservancy District
Jordanelle Special Service District
Juab Special Service Fire District
Kane County Water Conservancy District
Kearns Improvement District
Lake Point Improvement District
Logan-Cache Airport Authority
Maeser Water and Sewer Improvement District
Magna Mosquito Abatement District
Magna Water District
Metropolitan Water District of Salt Lake and Sandy
Midvalley Improvement District
Midway Sanitation District
Milford Area Healthcare Service District
Moab Mosquito Abatement District
Moab Valley Fire Protection District
Mountain Green Sewer Improvement District
Mountain Regional Water Special Service District
Mountain View Special Service District
Mt. Olympus Improvement District
North Davis County Sewer District
North Davis Fire District
North Emery Water Users Special Service District
North Fork Special Services District
North Pointe Solid Waste Special Service District
North Summit Fire District
North Tooele County Fire Protection District
North Utah Water Conservancy District
North View Fire District
Ogden Housing Authority
Ouray Park Water Improvement District
Park City Fire Service District
Price River Water Improvement District
Provo Housing Authority
Rockville/Springdale Fire Protection District
Roosevelt City Housing Authority
Salt Lake City Housing Authority
Salt Lake City Mosquito Abatement District
Salt Lake County Housing Authority
Sandy Suburban Improvement District
Scofield Reservoir Special Service District
Sevier County Special Service District No. 1
Skyline Mountain Special Service District
Snyderville Basin Special Recreation District
Snyderville Basin Water Reclamation District
Solid Waste Special Service District No. 1
South Davis Sewer District
South Davis Water District
South Ogden Conservation District
South Salt Lake Valley Mosquito Abatement District
South Summit Fire Protection District
South Utah Valley Solid Waste District
South Valley Sewer District
Southeastern Utah Housing Authority
Spanish Valley Water and Sewer Improvement District
St. George Housing Authority
Stansbury Park Improvement District
Strawberry Electric Service District
Sugar House Park Authority
Tabby Valley Park Special Service District
Taylorsville-Bennion Improvement District
Thompson Special Service District
Timpanogos Special Service District
Tooele County Housing Authority
Tooele County Recreation Special Service District
Tridell-Lapoint Water Improvement District
Uintah Animal Control and Shelter Special Service District
Uintah County Municipal Building Authority
Uintah Fire Suppression Special Service District
Uintah Health Care Special Service District

## Washington

Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

**Education (K-12)**

Aberdeen School District No. 5
Adna School District No. 226
Almira School District No. 17
Anacortes School District No. 103
Arlington Public Schools
Asotin-Anatone School District
Auburn School District No. 408
Bainbridge Island School District No. 303
Battle Ground School District No. 119
Bellevue Christian School District
Bellevue School District No. 405
Bellingham School District No. 501
Benge School District No. 122
Bethel School District No. 403
Bickleton School District
Blaine School District No. 503
Boistfort School District No. 234
Bremerton School District
Brewster School District No. 111
Bridgeport School District No. 75
Brinnon School District No. 46
Burlington-Edison School District No. 100
Camas School District
Cape Flattery School District No. 401
Capital Region Educational Service District No. 113
Carbonado Historical School District No. 19
Cascade Christian Schools
Cascade School District No. 228
Cashmere School District No. 222
Castle Rock School District No. 401
Central Kitsap School District No. 401
Central Valley School District No. 356
Centralia School District No. 401
Chehalis School District No. 302
Cheney School District No. 360
Chewelah School District No. 36
Chief Leschi School System
Chimacum School District No. 49
Clarkston School District No. J250-185
Cle Elum-Roslyn School District
Clover Park School District No. 400
Colfax School District No. 300
College Place School District No. 250
Colton School District No. 306
Columbia School District No. 206
Columbia School District No. 206, Stevens County
Columbia School District No. 400
Colville School District No. 115
Concrete School District No. 11
Conway Consolidated School District No. 317
Cosmopolis School District
Coulee-Hartline School District No. 151
Coupeville School District No. 204
Crescent School District
Creston School District No. 73
Curlew School District No- 50
Cusick School District
Darrington School District No. 330
Davenport School District No. 207
Dayton School District No. 2
Deer Park School District No. 414
Dieringer School District
Dixie School District
East Valley School District No. 361
East Valley School District No. 361, Spokane County
East Valley School District No. 90, Yakima County
Eastmont School District No. 206
Eatonville School District No. 404
Edmonds School District No. 15
Educational Service District No. 112
Ellensburg School District No. 401
Elma School District No. 68
Endicott School District No. 308
Entiat School District No. 127
Enumclaw School District No. 216
Ephrata School District No. 165
Evaline School District No. 36
Everett School District No. 2
Evergreen School District No. 114, Clark County
Evergreen School District No. 205
Federal Way Public Schools
Ferndale School District No. 502
Fife School District No. 417
Finley School District
Franklin Pierce School District No. 402
Freeman School District No. 358
Garfield School District No. 302

## Hawaii

## Idaho

Marsing Rural Fire District
McCall Fire Protection District
McCall Memorial Hospital District
Meridian Cemetery Maintenance District
Meridian Library District
Meridian Rural Fire Protection District
Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District

## Oregon

Rainier School District No. 13
Redmond School District No. 2J
Reedsport School District No. 105
Region 9 Education Service District
Reynolds School District No. 7
Riddle School District No. 70
Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

**Special District**

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District

## South Carolina

Greenville County Recreation District
Greenville County Redevelopment Authority
Greenville Housing Authority
Greenville Transit Authority
Greenwood Metropolitan District
Greer Housing Authority
Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

**State**

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health

## Utah

Uintah Highlands Water and Sewer Improvement District
Uintah Mosquito Abatement District
Uintah Recreation District
Uintah Transportation Special Service District
Uintah Water Conservancy District
Unified Fire Authority
Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

**State**

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

**Tribal**

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

## Washington

Glenwood School District
Goldendale School District
Grand Coulee Dam School District
Grandview School District No. 200
Granger School District No. 204
Granite Falls School District No. 332
Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65

## Hawaii

## Idaho

West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District
Wilderness Ranch Fire Protection District
Winona Highway District
Worley Fire District
Worley Highway District

**State**

Idaho Department of Administration
Idaho Department of Health and Welfare
State Of Idaho

**Tribal**

Coeur d'Alene Tribe
Kootenai Tribe of Idaho
Nez Perce Tribal Enterprises
Nez Perce Tribe
Shoshone-Bannock Tribes

## Oregon

Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District
Colton Fire District
Colton Water District
Columbia Corridor Drainage Districts Joint Contracting Authority
Columbia Health District
Columbia Improvement District
Columbia River People's Utility District
Columbia Soil and Water Conservation District
Coos County Airport District
Coos County Library Service District
Coquille Indian Housing Authority
Coquille Valley Hospital District
Corbett Water District
Corvallis Rural Fire Protection District
Cove Rural Fire Protection District
Crooked River Ranch Rural Fire Protection District
Crooked River Ranch Special Road District
Curry Health District
Curry Public Library District
Dallas Cemetery District No. 4
Dean Minard Water District
Dee Rural Fire Protection District
Deschutes County 911 Service District
Deschutes County Rural Fire District No. 1
Deschutes Valley Water District
Devils Lake Water Improvement District
Dexter Rural Fire Protection District
Douglas County Fire District No. 2
Douglas County Housing Authority
Douglas Soil and Water Conservation District
Drakes Crossing Rural Fire Protection District
Dufur Recreation District
Eagle Valley Soil and Water Conservation District
East Fork Irrigation District
East Multnomah Soil and Water Conservation District
East Umatilla County Health District
East Valley Water District
Echo Rural Fire District
Elsie-Vinemaple Rural Fire Protection District No. 11
Emerald People's Utility District
Estacada Rural Fire District No. 69
Fairview Water District
Falcon Cove Beach Water District
Farmers Irrigation District
Gardiner Sanitary District
Gaston Rural Fire District
Gates Rural Fire Protection District
Gearhart Rural Fire Protection District
Glendale Rural Fire Protection District
Gleneden Sanitary District
Goshen Fire District
Government Camp Sanitary District
Grand Ronde Sanitary District
Grant County Transportation District
Grant Soil and Water Conservation District
Grants Pass Irrigation District
Green Sanitary District
Hahlen Road Special District
Halsey-Shedd Rural Fire Protection District
Hamlet Rural Fire Protection District
Harbor Sanitary District
Harbor Water Public Utility District
Harney District Hospital
Harney Soil and Water Conservation District
Harriman Rural Fire Protection District
Hazeldell Rural Fire Protection District
Hebo Joint Water and Sewer Authority
Heceta Water District
Hermiston Cemetery District
Hermiston Fire and Emergency Services District
Hermiston Irrigation District
Hood River County Library District
Hood River County Transportation District
Hood River Valley Parks and Recreation District
Hoodland Fire District No. 74
Hubbard Rural Fire Protection District
Ice Fountain Water District
Illinois Valley Rural Fire Protection District
Ione Rural Fire Protection District
Irrigon Community Park and Recreation Maintenance District
Jackson County Airport Authority
Jackson County Fire District No. 3
Jackson County Fire District No. 5
Jackson County Housing Authority
Jackson County Library District
Jackson County Vector Control District
Jackson Soil and Water Conservation District
Jefferson Rural Fire Protection District
John Day/Canyon City Parks and Recreation District

## South Carolina

South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

**Township**

Township of Grand Meadow

**Tribal**

Catawba Indian Nation

## Utah

## Washington

Oroville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1
Pateros School District
Paterson School District No. 50
Pe Ell School District No. 301
Peninsula School District
Pioneer School District No. 402
Pomeroy School District No. 110
Port Angeles School District No. 121
Port Townsend School District No. 50
Prescott School District No. 402-37
Pride Prep Schools
Prosser School District No. 116
Puget Sound Educational Service District
Pullman School District No. 267
Puyallup School District No. 3
Queets-Clearwater School District No. 20
Quilcene School District No. 48
Quillayute Valley School District No. 402
Quincy School District No. 144
Rainier School District No. 307
Raymond School District No. 116
Reardan-Edwall School District
Renton School District No. 403
Republic School District
Richland School District No. 400
Ridgefield School District No. 122
Ritzville School District
Riverside School District
Riverview School District No. 407
Rochester School District
Rosalia School District No. 320
Royal School District
San Juan Island School District No. 149
Satsop School District No. 104
Seattle Public Schools
Sedro-Woolley School District No. 101
Selah School District No. 119
Selkirk School District No. 70
Sequim School District No. 323
Shaw Island School District No. 10
Shelton School District No. 309
Shoreline School District No. 412
Skykomish School District
Snohomish School District No. 201
Snoqualmie Valley School District No. 410
Soap Lake School District No. 156
South Bend School District No. 118
South Kitsap School District No. 402
South Whidbey School District No. 206
Southside School District
Spokane Public Schools
Sprague School District
St. John School District No. 322
Stanwood-Camano School District No. 401
Steilacoom Historical School District No. 1
Steptoe School District No. 304
Stevenson-Carson School District No. 303
Sultan School District No. 311
Summit Valley School District 202
Sumner School District No. 320
Sunnyside School District No. 201
Tacoma School District No. 10
Taholah School District No. 77
Tahoma School District No. 409
Tekoa School District No. 265
Tenino School District No. 402
Thorp School District No. 400
Toledo School District No. 237
Tonasket School District
Toppenish School District No. 202
Touchet School District No. 300
Toutle Lake School District No. 130
Trout Lake School District No. R-400
Tukwila School District No. 406
Tumwater School District No. 33
Union Gap School District No. 2
University Place School District No. 83
Valley School District
Valley School District No. 70
Vancouver School District No. 37
Vashon Island School District No. 402
Wahkiakum School District No. 200
Wahluke School District No. 73
Waitsburg School District
Walla Walla School District No. 140
Wapato School District No. 207
Warden School District No. 146-161
Washington Schools Risk Management Pool
Washington State Educational Service District

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | Junction City Rural Fire Protection District | | | Washougal School District |
| | | Juniper Flat Rural Fire Protection District | | | Washtucna School District |
| | | Keating Soil and Water Conservation District | | | Waterville School District No. 209 |
| | | Keizer Rural Fire Protection District | | | Wellpinit School District |
| | | Keno Fire Protection District | | | Wenatchee School District No. 246 |
| | | Kernville-Gleneden Beach-Lincoln Beach Water District | | | West Valley School District No. 208, Yakima County |
| | | Klamath County Fire District No. 1 | | | West Valley School District No. 363, Spokane County |
| | | Klamath County Library Service District | | | White Pass School District No. 303 |
| | | Klamath Housing Authority | | | White River School District No. 416 |
| | | Klamath Irrigation District | | | White Salmon Valley School District No. 405-17 |
| | | Klamath Vector Control District | | | Wilbur School District No. 200 |
| | | La Grande Rural Fire Protection District | | | Willapa Valley School District No. 160 |
| | | La Pine Park and Recreation District | | | Wilson Creek School District |
| | | La Pine Rural Fire Protection District | | | Winlock School District No. 232 |
| | | La Pine Water District | | | Wishkah Valley School District No. 117 |
| | | Lake District Hospital | | | Woodland School District No. 404 |
| | | Lake Grove Water District | | | Yakima School District No. 7 |
| | | Lakeside Fire District No. 4 | | | Yelm Community School District No. 2 |
| | | Lane County Fire District No. 1 | | | Zillah School District No. 205 |
| | | Lane Library District | | | **Special District** |
| | | Lane Transit District | | | Acme Water District No. 18 |
| | | Langlois Water District | | | Adams County Fire Protection District No. 1 |
| | | LaPine Special Sewer District | | | Adams County Mosquito Control District |
| | | Lebanon Aquatic District | | | Aeneas Lake Irrigation District |
| | | Lebanon Fire District | | | Alderwood Water and Wastewater District |
| | | Lewis and Clark Rural Fire Protection District | | | Alpine Water District |
| | | Libby Drainage District | | | Anacortes Housing Authority |
| | | Linn Benton Housing Authority | | | Annapolis Water District |
| | | Lookingglass Rural Fire District | | | Asotin County Cemetery District No. 1 |
| | | Lorane Rural Fire Protection District | | | Asotin County Conservation District |
| | | Lowell Rural Fire Protection District | | | Asotin County Fire District No. 1 |
| | | Lower Umpqua Hospital District | | | Asotin County Housing Authority |
| | | Lusted Water District | | | Asotin County Public Utility District No. 1 |
| | | Madras Aquatic Center District | | | Badger Mountain Irrigation District |
| | | Malheur County Housing Authority | | | Bainbridge Island Metropolitan Park and Recreation District |
| | | Malin Rural Fire Protection District | | | Basin City Water/Sewer District |
| | | Mapleton Water District | | | Bayview Beach Water District |
| | | Marion County Fire District No. 1 | | | Beacon Hill Water and Sewer District |
| | | Marion Soil and Water Conservation District | | | Beehive Irrigation District |
| | | Medford Irrigation District | | | Belfair Water District No. 1 |
| | | Merrill Rural Fire Protection District | | | Bellevue Convention Center Authority |
| | | Metro | | | Bellingham Housing Authority |
| | | McMinnville Water & Light | | | Bellingham Public Development Authority |
| | | Mid-County Cemetery Maintenance District | | | Benton County Diking District No. 1 |
| | | Middle Fork Irrigation District | | | Benton County Fire Protection District No. 1 |
| | | Miles Crossing Sanitary Sewer District | | | Benton County Fire Protection District No. 2 |
| | | Mill City Rural Fire Protection District | | | Benton County Fire Protection District No. 4 |
| | | Milton-Freewater Water Control District | | | Benton County Fire Protection District No. 5 |
| | | Mist-Birkenfeld Rural Fire Protection District | | | Benton County Fire Protection District No. 6 |
| | | Mohawk Valley Rural Fire District | | | Benton County Mosquito Control District |
| | | Molalla River Improvement District | | | Benton County Public Utility District No. 1 |
| | | Molalla Rural Fire Protection District No. 73 | | | Benton Irrigation District |
| | | Monroe Rural Fire Protection District | | | Benton-Franklin Health District |
| | | Morrow County Health District | | | Beverly Water District |
| | | Mountain View Hospital District | | | Birch Bay Water and Sewer District |
| | | Mt. Angel Fire District | | | Black Diamond Water District |
| | | Multnomah County Drainage District No. 1 | | | Bremerton Housing Authority |
| | | Multnomah County Rural Fire Protection District No. 10 | | | Buckhannon-Upshur County Airport Authority |
| | | Multnomah County Rural Fire Protection District No. 14 | | | Burbank Irrigation District No. 4 |
| | | Nesika Beach-Ophir Water District | | | Carnhope Irrigation District No 7 |
| | | Neskowin Regional Sanitary Authority | | | Cascadia Conservation District |
| | | Neskowin Regional Water District | | | Cedar River Water and Sewer District |
| | | Nestucca Rural Fire Protection District | | | Central Klickitat County Park and Recreation District |
| | | Netarts Oceanside Sanitary District | | | Central Pierce Fire and Rescue District No. 6 |
| | | Netarts-Oceanside Rural Fire Protection District | | | Central Puget Sound Regional Transit Authority |
| | | North Bay Rural Protection Fire District | | | Central Valley Ambulance Authority |
| | | North Bend City/Coos-Curry Housing Authority | | | Chelan County Fire District No. 1 |
| | | North Central Public Health District | | | Chelan County Fire District No. 3 |
| | | North Clackamas Parks and Recreation District | | | Chelan County Fire District No. 5 |
| | | North County Recreation District | | | Chelan County Fire District No. 6 |
| | | North Gilliam Cemetery District | | | Chelan County Fire District No. 7 |
| | | North Gilliam County Rural Fire Protection District | | | Chelan County Fire District No. 8 |
| | | North Lincoln Fire and Rescue District No. 1 | | | Chelan County Fire District No. 9 |
| | | North Powder Rural Fire Protection District | | | Chelan County Public Hospital District No. 1 |
| | | North Sherman County Rural Fire Protection District | | | Chelan County Public Utility District No. 1 |
| | | North Unit Irrigation District | | | Chelan County/Wenatchee Housing Authority |
| | | Northeast Oregon Housing Authority | | | Chelan-Douglas Health District |
| | | Northern Wasco County Park and Recreation District | | | Chinook Water District |
| | | Northern Wasco County People's Utility District | | | Chuckanut Community Forest Park District |
| | | Northwest Oregon Housing Authority | | | Clallam Conservation District |
| | | Nyssa Road Assessment District No. 2 | | | Clallam County Fire District No. 2 |
| | | Nyssa Rural Fire Protection District | | | Clallam County Fire District No. 5 |
| | | Oak Hill Sanitary District | | | Clallam County Fire District No. 6 |
| | | Oak Lodge Sanitary District | | | Clallam County Fire Protection District No. 1 |
| | | Oak Lodge Water District | | | Clallam County Fire Protection District No. 3 |
| | | Oceanside Water District | | | Clallam County Fire Protection District No. 4 |
| | | Ochoco West Sanitary District | | | Clallam County Hospital District No. 1 |
| | | Odell Sanitary District | | | Clallam County Housing Authority |
| | | Ontario Library District | | | Clallam County Parks and Recreation District No. 1 |
| | | Oregon Fire Districts Association | | | Clallam County Public Hospital District No. 2 |
| | | Oregon Infrastructure Finance Authority | | | Clallam County Public Utility District No. 1 |
| | | Oregon Trail Library District | | | Clark County Fire District No. 10 |
| | | Oregon Water Wonderland Unit II Sanitary District | | | Clark County Fire District No. 11 |
| | | Owyhee Irrigation District | | | Clark County Fire District No. 13 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | Pacific City Joint Water Sanitary Authority | | | Clark County Fire District No. 5 |
| | | Pacific Communities Health District | | | Clark County Fire Protection District No. 3 |
| | | Palatine Hill Water District | | | Clark County Fire Protection District No. 6 |
| | | Peninsula Drainage District No. 1 | | | Clark County Public Utility District No. 1 |
| | | Peninsula Drainage District No. 2 | | | Clark Regional Wastewater District |
| | | Pilot Rock Fire Protection District | | | Cline Irrigation District |
| | | Pine Grove Rural Fire Protection District | | | Clinton Water District |
| | | Pleasant Hill Rural Fire Protection District | | | Coal Creek Utility District |
| | | Pleasant Home Water District | | | Columbia Conservation District |
| | | Polk County Fire District No- 1 | | | Columbia County Fire District No. 3 |
| | | Polk County Housing Authority | | | Columbia County Public Hospital District No. 1 |
| | | Polk Soil and Water Conservation District | | | Columbia County Rural Library District |
| | | Portland Metropolitan Area Water District | | | Columbia Irrigation District |
| | | Public Procurement Authority | | | Columbia Valley Water District |
| | | Rainbow Water District | | | Colville Indian Housing Authority |
| | | Raleigh Water District | | | Consolidated Irrigation District No. 14 |
| | | Redmond Area Park and Recreation District | | | Covington Water District |
| | | Riddle Rural Fire District | | | Cowiche Sewer District |
| | | River Forest Acres Special Road District | | | Cowlitz County Cemetery District No. 2 |
| | | River Road Park and Recreation District | | | Cowlitz County Fire District No. 6 |
| | | Rivergrove Water District | | | Cowlitz County Public Utility District No. 1 |
| | | Roads End Sanitary District | | | Cowlitz Transit Authority |
| | | Roberts Creek Water District | | | Cross Valley Water District |
| | | Rockwood Water People's Utility District | | | Dallesport Water District |
| | | Rogue River Cemetery Maintenance District | | | Douglas County Fire District No. 2 |
| | | Rogue Valley Transportation District | | | Douglas County Fire Protection District No. 5 |
| | | Roseburg Urban Sanitary Authority | | | Douglas County Public Utility District No. 1 |
| | | Sable Drive Road District | | | Douglas County Sewer District No. 1 |
| | | Salem Area Mass Transit District | | | Douglas-Okanogan County Fire District No. 15 |
| | | Salem Housing Authority | | | East Columbia Basin Irrigation District |
| | | Salem-Keizer Transit District | | | East Gig Harbor Water District |
| | | Santa Clara Rural Fire Protection District | | | East Lewis County Public Development Authority |
| | | Santiam Water Control District | | | East Pierce Fire and Rescue District No. 22 |
| | | Scappoose Rural Fire District | | | East Spokane Water District No. 1 |
| | | Scio Rural Fire District | | | East Wenatchee Water District |
| | | Scottsburg Rural Fire District | | | Eastmont Metropolitan Park District |
| | | Seal Rock Fire District | | | Eastsound Sewer and Water District |
| | | Seal Rock Water District | | | Edmonds Public Facilities District |
| | | Shangri-La Water District | | | Ellensburg Business Development Authority |
| | | Shasta View Irrigation District | | | Enterprise Cemetery District No. 7 |
| | | Siletz Rural Fire Protection District | | | Entiat Irrigation District |
| | | Silverton Fire District | | | Everett Housing Authority |
| | | Sisters-Camp Sherman Rural Fire Protection District | | | Everett Public Facilities District |
| | | Siuslaw Public Library District | | | Evergreen Water-Sewer District No. 19 |
| | | South Clackamas Transportation District | | | Fall City Water District |
| | | South Suburban Sanitary District | | | Ferry County Public Utility District No. 1 |
| | | Southern Curry Cemetery Maintenance District | | | Ferry/Okanogan County Fire Protection District No. 13 |
| | | Southwest Lincoln County Water District | | | Fisherman Bay Sewer District |
| | | Spring River Special Road District | | | Foster Creek Conservation District |
| | | Springfield Utility District | | | Four Lakes Water District No. 10 |
| | | Stanfield Fire District No. 7-402 | | | Franklin Conservation District |
| | | Stayton Fire District | | | Franklin County Cemetery District No. 2 |
| | | Suburban East Salem Water District | | | Franklin County Fire District No. 1 |
| | | Sunrise Water Authority | | | Franklin County Fire Protection District No. 3 |
| | | Sunset Empire Transportation District | | | Franklin County Irrigation District No. 1 |
| | | Swalley Irrigation District | | | Franklin County Public Utility District No. 1 |
| | | Sweet Home Fire and Ambulance District | | | Freeland Water and Sewer District |
| | | Talent Irrigation District | | | Ft. Worden Public Development Authority |
| | | Terrebonne Domestic Water District | | | Gardena Farms Irrigation District No. 13 |
| | | Three Sisters Irrigation District | | | Goforth Special Utility District |
| | | Tillamook County Transportation District | | | Grand Coulee Project Hydroelectric Authority |
| | | Tillamook People's Utility District | | | Grandview Irrigation District |
| | | Tiller Rural Fire District | | | Grant County Airport District No. 1 |
| | | Toledo Rural Fire Protection District | | | Grant County Fire District No. 10 |
| | | Tri City Rural Fire District No. 4 | | | Grant County Fire District No. 11 |
| | | Tri City Water District | | | Grant County Fire District No. 3 |
| | | Tri-City Service District | | | Grant County Fire District No. 4 |
| | | Tri-County Metropolitan Transportation District | | | Grant County Fire District No. 7 |
| | | Tualatan Hills Park and Recreation District | | | Grant County Fire Protection District No. 5 |
| | | Tualatin Hills Park and Recreation District | | | Grant County Housing Authority |
| | | Tualatin Valley Irrigation District | | | Grant County Mosquito Control District No. 1 |
| | | Tualatin Valley Water District | | | Grant County Mosquito District No. 2 |
| | | Tumalo Irrigation District | | | Grant County Port District No. 4 |
| | | Twin Rocks Sanitary District | | | Grant County Port District No. 6 |
| | | Umatilla County Housing Authority | | | Grant County Port District No. 7 |
| | | Umatilla Hospital District | | | Grant County Public Hospital District No. 1 |
| | | Umatilla Land Redevelopment Authority | | | Grant County Public Hospital District No. 2 |
| | | Umatilla Morrow Radio and Data District | | | Grant County Public Hospital District No. 3 |
| | | Umatilla Reservation Housing Authority | | | Grant County Public Hospital District No. 4 |
| | | Umatilla Rural Fire Protection District | | | Grant County Public Utility District No. 2 |
| | | Union Cemetery District | | | Grant Transit Authority |
| | | Vale Oregon Irrigation District | | | Grays Harbor Conservation District |
| | | Valley View Water District | | | Grays Harbor County Fire Protection District No. 1 |
| | | Vandevert Acres Special Road District | | | Grays Harbor County Fire Protection District No. 12 |
| | | Vineyard Mountain Water and Improvement District | | | Grays Harbor County Fire Protection District No. 14 |
| | | Walla Walla River Irrigation District | | | Grays Harbor County Fire Protection District No. 2 |
| | | Wallowa County Health Care District | | | Grays Harbor County Fire Protection District No. 7 |
| | | Wamic Water and Sanitary Authority | | | Grays Harbor County Housing Authority |
| | | Warm Springs Housing Authority | | | Grays Harbor County Water District No. 1 |
| | | Wasco County Soil and Water Conservation District | | | Grays Harbor County Water District No. 2 |
| | | Washington County Fire District No. 2 | | | Grays Harbor Drainage District No. 1 |
| | | Washington County Housing Authority | | | Grays Harbor Fire District No. 10 |
| | | Water Wonderland Improvement District | | | Grays Harbor Historical Seaport Authority |
| | | Wedderburn Sanitary District | | | Grays Harbor Public Utility District No. 1 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | West Slope Water District | | | Grays Harbor Transportation Authority |
| | | West Valley Housing Authority | | | Greater Wenatchee Irrigation District |
| | | Western Lane Ambulance District | | | Greater Wenatchee Regional Events Center Public Facilities District |
| | | Westport Wauna Rural Fire Protection District | | | Green Tank Irrigation District No. 11 |
| | | Westwood Hills Road District | | | Hartstene Pointe Water-Sewer District |
| | | Wiard Memorial Park District | | | Highland Water District |
| | | Wickiup Water District | | | Highlands Sewer District |
| | | Willamalane Park and Recreation District | | | Highline Water District |
| | | Williams Rural Fire Protection District | | | Historic Seattle Preservation and Development Authority |
| | | Willow Creek Park District | | | Holmes Harbor Sewer District |
| | | Winchester Bay Sanitary District | | | Hunters Water District |
| | | Winston-Dillard Fire District | | | Hydro Irrigation District No. 9 |
| | | Winston-Dillard Water District | | | Icicle Irrigation District |
| | | Woodburn Rural Fire Protection District | | | Inchelium Water District |
| | | Yamhill County Housing Authority | | | Irvin Water District No. 6 |
| | | Yamhill Fire Protection District | | | Island County Fire District No. 3 |
| | | Youngs River-Lewis and Clark Water District | | | Island County Fire Protection District No. 1 |
| | | **State** | | | Island County Housing Authority |
| | | Oregon Department of Administrative Services | | | Jefferson County Conservation District |
| | | Oregon Department of Revenue | | | Jefferson County Fire District No. 5 |
| | | Oregon Health Licensing Agency | | | Jefferson County Fire Protection District No. 1 |
| | | Oregon Higher Education Coordinating Commission | | | Jefferson County Fire Protection District No. 3 |
| | | Oregon Secretary of State | | | Jefferson County Public Utility District No. 1 |
| | | Oregon State Board of Nursing | | | Jefferson County Water District No. 3 |
| | | State of Oregon | | | Jefferson Transit Authority |
| | | **Tribal** | | | Juniper Beach Water District |
| | | Burns Paiute Tribe | | | Kapowsin Water District |
| | | Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians | | | Kelso Housing Authority |
| | | Confederated Tribes of Grand Ronde Community | | | Kennewick Housing Authority |
| | | Confederated Tribes of Siletz Indians | | | Kennewick Irrigation District |
| | | Confederated Tribes of the Umatilla Indian Reservation | | | Kennewick Public Facilities District |
| | | Confederated Tribes of the Warm Springs | | | Kennewick Public Hospital District |
| | | Coquille Indian Tribe | | | Kent Fire Department Regional Fire Authority |
| | | Klamath Tribes | | | Key Peninsula Metro Parks District |
| | | | | | King County Airport District No. 1 |
| | | | | | King County Ferry District |
| | | | | | King County Fire Protection District No. 16 |
| | | | | | King County Fire Protection District No. 2 |
| | | | | | King County Fire Protection District No. 20 |
| | | | | | King County Fire Protection District No. 25 |
| | | | | | King County Fire Protection District No. 27 |
| | | | | | King County Fire Protection District No. 28 |
| | | | | | King County Fire Protection District No. 34 |
| | | | | | King County Fire Protection District No. 37 |
| | | | | | King County Fire Protection District No. 40 |
| | | | | | King County Fire Protection District No. 43 |
| | | | | | King County Fire Protection District No. 44 |
| | | | | | King County Fire Protection District No. 45 |
| | | | | | King County Fire Protection District No. 47 |
| | | | | | King County Fire Protection District No. 50 |
| | | | | | King County Flood Control District |
| | | | | | King County Hospital District No. 4 |
| | | | | | King County Housing Authority |
| | | | | | King County Public Hospital District No. 1 |
| | | | | | King County Public Hospital District No. 2 |
| | | | | | King County Water District No. 1 |
| | | | | | King County Water District No. 111 |
| | | | | | King County Water District No. 117 |
| | | | | | King County Water District No. 119 |
| | | | | | King County Water District No. 125 |
| | | | | | King County Water District No. 19 |
| | | | | | King County Water District No. 20 |
| | | | | | King County Water District No. 45 |
| | | | | | King County Water District No. 49 |
| | | | | | King County Water District No. 54 |
| | | | | | King County Water District No. 90 |
| | | | | | Kitsap Conservation District |
| | | | | | Kitsap County Consolidated Housing Authority |
| | | | | | Kitsap County Fire District No. 18 |
| | | | | | Kitsap County Public Utility District No. 1 |
| | | | | | Kitsap County Rural Library District |
| | | | | | Kitsap Public Health District |
| | | | | | Kittitas County Conservation District |
| | | | | | Kittitas County Fire District No. 2 |
| | | | | | Kittitas County Fire Protection District No. 7 |
| | | | | | Kittitas County Hospital District No. 2 |
| | | | | | Kittitas County Housing Authority |
| | | | | | Kittitas County Public Utility District No. 1 |
| | | | | | Kittitas County Water District No. 5 |
| | | | | | Kittitas County Water District No. 6 |
| | | | | | Kittitas County Water District No. 7 |
| | | | | | Klickitat County Fire District No. 14 |
| | | | | | Klickitat County Fire District No. 15 |
| | | | | | Klickitat County Fire District No.1 |
| | | | | | Klickitat County Fire Protection District No. 4 |
| | | | | | Klickitat County Fire Protection District No. 5 |
| | | | | | Klickitat County Port District No. 1 |
| | | | | | Klickitat County Public Hospital District No. 1 |
| | | | | | Klickitat County Public Hospital District No. 2 |
| | | | | | Klickitat County Public Utility District No. 1 |
| | | | | | Lacey Fire District 3 |
| | | | | | Lake Chelan Reclamation District |
| | | | | | Lake Chelan Sewer District |
| | | | | | Lake Forest Park Water District |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Lake Stevens Sewer District |
| | | | | | Lake Wenatchee Water District |
| | | | | | Lake Whatcom Water and Sewer District |
| | | | | | Lakehaven Utility District |
| | | | | | Lakewood Water District |
| | | | | | Lenora Water and Sewer District |
| | | | | | Lewis County Conservation District |
| | | | | | Lewis County Fire District No. 1 |
| | | | | | Lewis County Fire District No. 11 |
| | | | | | Lewis County Fire District No. 13 |
| | | | | | Lewis County Fire District No. 18 |
| | | | | | Lewis County Fire District No. 9 |
| | | | | | Lewis County Fire Protection District No. 14 |
| | | | | | Lewis County Fire Protection District No. 16 |
| | | | | | Lewis County Fire Protection District No. 2 |
| | | | | | Lewis County Fire Protection District No. 5 |
| | | | | | Lewis County Fire Protection District No. 6 |
| | | | | | Lewis County Fire Protection District No. 8 |
| | | | | | Lewis County Hospital District No. 1 |
| | | | | | Lewis County Public Facilities District |
| | | | | | Lewis County Public Utility District No. 1 |
| | | | | | Lewis County Water District No. 1 |
| | | | | | Lewis County Water District No. 3 |
| | | | | | Lewis Public Transportation Benefit Area Authority |
| | | | | | Liberty Lake Sewer and Water District |
| | | | | | Lincoln County Fire District No. 1 |
| | | | | | Lincoln County Fire District No. 4 |
| | | | | | Lincoln County Fire Protection District No. 5 |
| | | | | | Lincoln County Fire Protection District No. 6 |
| | | | | | Lincoln County Fire Protection District No. 8 |
| | | | | | Lincoln County Hospital District No. 3 |
| | | | | | Lincoln-Adams County Fire Protection District No. 3 |
| | | | | | Longview Housing Authority |
| | | | | | Lopez Island Library District |
| | | | | | Lower Elwha Housing Authority |
| | | | | | Lower Squilchuck Irrigation District |
| | | | | | Lummi Housing Authority |
| | | | | | Lummi Tribal Sewer and Water District |
| | | | | | Makah Housing Authority |
| | | | | | Malaga Water District |
| | | | | | Manchester Water District |
| | | | | | Manson Park and Recreation District |
| | | | | | Marshland Flood Control District |
| | | | | | Marysville Fire District |
| | | | | | Mason Conservation District |
| | | | | | Mason County Fire District No. 13 |
| | | | | | Mason County Fire District No. 17 |
| | | | | | Mason County Fire District No. 2 |
| | | | | | Mason County Fire District No. 4 |
| | | | | | Mason County Fire Protection District No. 5 |
| | | | | | Mason County Fire Protection District No. 8 |
| | | | | | Mason County Housing Authority |
| | | | | | Mason County Public Hospital District No. 1 |
| | | | | | Mason County Public Utility District No. 1 |
| | | | | | Mason County Public Utility District No. 3 |
| | | | | | Mason County Transit Authority |
| | | | | | Methow Valley Irrigation District |
| | | | | | Mid-Columbia Library District |
| | | | | | Midway Sewer District |
| | | | | | Moab Irrigation District No. 20 |
| | | | | | Moses Lake Irrigation and Rehabilitation District |
| | | | | | Mukilteo Water and Wastewater District |
| | | | | | Naches-Selah Irrigation District |
| | | | | | North Beach Water District |
| | | | | | North Central Washington Economic Development District |
| | | | | | North City Water District |
| | | | | | North County Regional Fire Authority |
| | | | | | North Highline Fire District |
| | | | | | North Perry Avenue Water District |
| | | | | | North Whidbey Park and Recreation District |
| | | | | | Northeast Sammamish Sewer and Water District |
| | | | | | Northshore Utility District |
| | | | | | Northwest Park and Recreation District No. 2 |
| | | | | | Okanogan Conservation District |
| | | | | | Okanogan County Cemetery District No. 4 |
| | | | | | Okanogan County Fire District No. 6 |
| | | | | | Okanogan County Fire Protection District No. 11 |
| | | | | | Okanogan County Housing Authority |
| | | | | | Okanogan County Public Hospital District No. 3 |
| | | | | | Okanogan County Public Hospital District No. 4 |
| | | | | | Okanogan County Public Utility District No. 1 |
| | | | | | Okanogan Fire Protection District No. 16 |
| | | | | | Okanogan Irrigation District |
| | | | | | Olympic View Water and Sewer District |
| | | | | | Olympus Terrace Sewer District |
| | | | | | Orcas Island Library District |
| | | | | | Orchard Avenue Irrigation District No. 6 |
| | | | | | Oroville Housing Authority |
| | | | | | Oroville-Tonasket Irrigation District |
| | | | | | Othello Housing Authority |
| | | | | | Pacific Conservation District |
| | | | | | Pacific County Fire District No. 2 |
| | | | | | Pacific County Fire Protection District No. 1 |
| | | | | | Pacific County Fire Protection District No. 3 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Pacific County Public Healthcare Services District No. 3 |
| | | | | | Pacific County Public Utility District No. 2 |
| | | | | | Pacific Hospital Preservation and Development Authority |
| | | | | | Palouse Conservation District |
| | | | | | Pasco/Franklin County Housing Authority |
| | | | | | Pend Oreille County Fire District No. 2 |
| | | | | | Pend Oreille County Fire District No. 4 |
| | | | | | Pend Oreille County Fire District No. 5 |
| | | | | | Pend Oreille County Library District |
| | | | | | Pend Oreille County Public Hospital District No. 1 |
| | | | | | Pend Oreille County Public Utility District No. 1 |
| | | | | | Peninsula Housing Authority |
| | | | | | Peninsula Metropolitan Park District |
| | | | | | Peshastin Irrigation District |
| | | | | | Peshastin Water District |
| | | | | | Pierce Conservation District |
| | | | | | Pierce County Fire District No. 13 |
| | | | | | Pierce County Fire District No. 16 |
| | | | | | Pierce County Fire District No. 18 |
| | | | | | Pierce County Fire District No. 23 |
| | | | | | Pierce County Fire District No. 27 |
| | | | | | Pierce County Fire District No. 3 |
| | | | | | Pierce County Fire District No. 5 |
| | | | | | Pierce County Fire District No. 8 |
| | | | | | Pierce County Fire Protection District No. 14 |
| | | | | | Pierce County Fire Protection District No. 2 |
| | | | | | Pierce County Fire Protection District No. 21 |
| | | | | | Pierce County Housing Authority |
| | | | | | Pike Place Market Preservation and Development Authority |
| | | | | | Point Roberts Water District No. 4 |
| | | | | | Ponderay Shores Water and Sewer District |
| | | | | | Port Ludlow Drainage District |
| | | | | | Prescott Joint Parks and Recreation District |
| | | | | | Prosser Fire District No. 3 |
| | | | | | Prosser Public Hospital District |
| | | | | | Public Hospital District No. 1 |
| | | | | | Public Hospital District No. 3 |
| | | | | | Public Utility District No- 1 |
| | | | | | Puyallup Tribal Health Authority |
| | | | | | Quileute Housing Authority |
| | | | | | Quinault Housing Authority |
| | | | | | Quincy-Columbia Basin Irrigation District |
| | | | | | Renton Housing Authority |
| | | | | | Richland Housing Authority |
| | | | | | Richland Public Facilities District |
| | | | | | Ronald Wastewater District |
| | | | | | Roza Irrigation District |
| | | | | | Sacheen Lake Sewer and Water District |
| | | | | | Sammamish Plateau Water and Sewer District |
| | | | | | San Juan Island Library District |
| | | | | | Saratoga Water District |
| | | | | | Scatchet Head Water District |
| | | | | | Seattle Chinatown International District Preservation and Development Authority |
| | | | | | Seattle Housing Authority |
| | | | | | Seattle Southside Regional Tourism Authority |
| | | | | | Selah-Moxee Irrigation District |
| | | | | | Si View Metropolitan Park District |
| | | | | | Silver Lake Flood Control District |
| | | | | | Silver Lake Water And Sewer District |
| | | | | | Silverdale Water District |
| | | | | | Skagit Conservation District |
| | | | | | Skagit County Cemetery District No. 2 |
| | | | | | Skagit County Fire District No. 10 |
| | | | | | Skagit County Fire District No. 11 |
| | | | | | Skagit County Fire District No. 15 |
| | | | | | Skagit County Fire District No. 9 |
| | | | | | Skagit County Fire Protection District No. 13 |
| | | | | | Skagit County Fire Protection District No. 14 |
| | | | | | Skagit County Fire Protection District No. 2 |
| | | | | | Skagit County Fire Protection District No. 3 |
| | | | | | Skagit County Fire Protection District No. 4 |
| | | | | | Skagit County Fire Protection District No. 5 |
| | | | | | Skagit County Fire Protection District No. 8 |
| | | | | | Skagit County Housing Authority |
| | | | | | Skagit County Public Hospital District No. 1 |
| | | | | | Skagit County Public Hospital District No. 2 |
| | | | | | Skagit County Public Hospital District No. 304 |
| | | | | | Skagit County Public Utility District No. 1 |
| | | | | | Skagit County Sewer District No. 1 |
| | | | | | Skagit County Sewer District No. 2 |
| | | | | | Skagit Valley Public Hospital District No. 1 |
| | | | | | Skamania County Fire District No. 1 |
| | | | | | Skamania County Fire District No. 4 |
| | | | | | Skamania County Public Hospital District No. 1 |
| | | | | | Skamania County Public Utility District No. 1 |
| | | | | | Skamokawa Water and Sewer District |
| | | | | | Skyway Water and Sewer District |
| | | | | | Snohomish County Fire District No. 15 |
| | | | | | Snohomish County Fire District No. 16 |
| | | | | | Snohomish County Fire District No. 19 |
| | | | | | Snohomish County Fire District No. 26 |
| | | | | | Snohomish County Fire District No. 5 |
| | | | | | Snohomish County Fire Protection District No. 1 |
| | | | | | Snohomish County Fire Protection District No. 17 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Snohomish County Fire Protection District No. 21 |
| | | | | | Snohomish County Fire Protection District No. 22 |
| | | | | | Snohomish County Fire Protection District No. 25 |
| | | | | | Snohomish County Fire Protection District No. 28 |
| | | | | | Snohomish County Fire Protection District No. 3 |
| | | | | | Snohomish County Fire Protection District No. 7 |
| | | | | | Snohomish County Housing Authority |
| | | | | | Snohomish County Public Hospital District No. 1 |
| | | | | | Snohomish County Public Hospital District No. 2 |
| | | | | | Snohomish County Public Utility District No. 1 |
| | | | | | Snohomish Health District |
| | | | | | Snohomish River Regional Water Authority |
| | | | | | Snoqualmie Valley Hospital District |
| | | | | | South Columbia Basin Irrigation District |
| | | | | | South Correctional Entity Public Development Authority |
| | | | | | South Naches Irrigation District |
| | | | | | South Whatcom Fire Authority |
| | | | | | South Whidbey Parks and Recreation District |
| | | | | | South Yakima Conservation District |
| | | | | | Southwest Suburban Sewer District |
| | | | | | Spokane Conservation District |
| | | | | | Spokane County Fire District No. 12 |
| | | | | | Spokane County Fire District No. 2 |
| | | | | | Spokane County Fire District No. 4 |
| | | | | | Spokane County Fire Protection District No. 10 |
| | | | | | Spokane County Fire Protection District No. 11 |
| | | | | | Spokane County Fire Protection District No. 13 |
| | | | | | Spokane County Fire Protection District No. 3 |
| | | | | | Spokane County Fire Protection District No. 5 |
| | | | | | Spokane County Fire Protection District No. 8 |
| | | | | | Spokane County Fire Protection District No. 9 |
| | | | | | Spokane County Library District |
| | | | | | Spokane County Water District No. 3 |
| | | | | | Spokane Housing Authority |
| | | | | | Spokane Indian Housing Authority |
| | | | | | Spokane Public Facilities District |
| | | | | | Spokane Regional Health District |
| | | | | | Spokane Transit Authority |
| | | | | | Startup Water District |
| | | | | | Steptoe Sewer District No. 1 |
| | | | | | Stevens County Fire District No. 2 |
| | | | | | Stevens County Fire District No. 6 |
| | | | | | Stevens County Fire Protection District No. 1 |
| | | | | | Stevens County Fire Protection District No. 10 |
| | | | | | Stevens County Fire Protection District No. 12 |
| | | | | | Stevens County Fire Protection District No. 5 |
| | | | | | Stevens County Public Utility District No. 1 |
| | | | | | Stevens County Rural Library District |
| | | | | | Stevens Pass Sewer District |
| | | | | | Sun Harbor Water District No. 3 |
| | | | | | Sunnyside Housing Authority |
| | | | | | Sunnyside Valley Irrigation District |
| | | | | | Sunnyslope Water District |
| | | | | | Swinomish Housing Authority |
| | | | | | Tacoma Community Redevelopment Authority |
| | | | | | Tacoma Housing Authority |
| | | | | | Tacoma Metropolitan Park District |
| | | | | | Terrace Heights Sewer District |
| | | | | | Thea Foss Waterway Development Authority |
| | | | | | Three Rivers Regional Wastewater Authority |
| | | | | | Thurston Conservation District |
| | | | | | Thurston County Fire District No. 12 |
| | | | | | Thurston County Fire District No. 4 |
| | | | | | Thurston County Fire District No. 9 |
| | | | | | Thurston County Fire Protection District No. 3 |
| | | | | | Thurston County Fire Protection District No. 5 |
| | | | | | Thurston County Fire Protection District No. 6 |
| | | | | | Thurston County Fire Protection District No. 8 |
| | | | | | Thurston County Housing Authority |
| | | | | | Thurston County Public Utility District No. 1 |
| | | | | | Tri-County Economic Development District |
| | | | | | Tukwila Metropolitan Park District |
| | | | | | Underwood Conservation District |
| | | | | | Union Gap Irrigation District |
| | | | | | Val Vue Sewer District |
| | | | | | Valley Regional Fire Authority |
| | | | | | Valley View Sewer District |
| | | | | | Valley Water District |
| | | | | | Vancouver Housing Authority |
| | | | | | Vashon Park District |
| | | | | | Wahkiakum County Public Utility District No. 1 |
| | | | | | Wahkiakum Fire Protection District No. 1 |
| | | | | | Wahkiakum Port District No. 1 |
| | | | | | Walla Walla County Fire Protection District No. 1 |
| | | | | | Walla Walla County Fire Protection District No. 3 |
| | | | | | Walla Walla County Fire Protection District No. 4 |
| | | | | | Walla Walla County Fire Protection District No. 5 |
| | | | | | Walla Walla County Fire Protection District No. 8 |
| | | | | | Walla Walla County Rural Library District |
| | | | | | Walla Walla Housing Authority |
| | | | | | Wallula Water District No. 1 |
| | | | | | Washington State Convention Center Public Facilities District |
| | | | | | Washington State Major League Baseball Stadium Public Facilities District |
| | | | | | Washington State Tobacco Settlement Authority |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
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| | | | | | Water District 19 |
| | | | | | Wells Ranch Irrigation District |
| | | | | | Wenatchee Reclamation District |
| | | | | | Wenatchee-Chiwawa Irrigation District |
| | | | | | West Sound Utility District |
| | | | | | Whatcom Conservation District |
| | | | | | Whatcom County Fire District No. 1 |
| | | | | | Whatcom County Fire District No. 11 |
| | | | | | Whatcom County Fire District No. 14 |
| | | | | | Whatcom County Fire District No. 16 |
| | | | | | Whatcom County Fire District No. 17 |
| | | | | | Whatcom County Fire District No. 4 |
| | | | | | Whatcom County Fire District No. 5 |
| | | | | | Whatcom County Fire District No. 7 |
| | | | | | Whatcom County Fire District No. 8 |
| | | | | | Whatcom County Public Utility District No. 1 |
| | | | | | Whatcom County Water District No. 12 |
| | | | | | Whatcom County Water District No. 13 |
| | | | | | Whatcom County Water District No. 2 |
| | | | | | Whatcom County Water District No. 7 |
| | | | | | Whatcom Transportation Authority |
| | | | | | Whidbey Island Public Hospital District |
| | | | | | Whitestone Reclamation District |
| | | | | | Whitman County Fire District No. 11 |
| | | | | | Whitman County Fire Protection District No. 12 |
| | | | | | Whitman County Fire Protection District No. 14 |
| | | | | | Whitman County Fire Protection District No. 7 |
| | | | | | Whitman County Public Hospital District No. 3 |
| | | | | | Whitman County Rural Library District |
| | | | | | Whitworth Water District No. 2 |
| | | | | | Willapa Valley Water District |
| | | | | | William Shore Memorial Pool District |
| | | | | | Williams Lake Sewer District No. 2 |
| | | | | | Wine Science Center Development Authority |
| | | | | | Wollochet Harbor Sewer District |
| | | | | | Woodinville Water District |
| | | | | | Yakima County Fire District No. 1 |
| | | | | | Yakima County Fire District No. 3 |
| | | | | | Yakima County Fire District No. 4 |
| | | | | | Yakima County Fire District No. 5 |
| | | | | | Yakima County Fire District No. 6 |
| | | | | | Yakima County Fire Protection District No. 12 |
| | | | | | Yakima County Fire Protection District No. 14 |
| | | | | | Yakima County Mosquito Control District |
| | | | | | Yakima Housing Authority |
| | | | | | Yakima Regional Clean Air Authority |
| | | | | | Yakima Rural County Library District |
| | | | | | Yakima-Tieton Irrigation District |
| | | | | | **State** |
| | | | | | North Seattle Community College |
| | | | | | Seattle Colleges |
| | | | | | State Of Washington |
| | | | | | Washington State Department of Enterprise Services |
| | | | | | Washington State Department of Health |
| | | | | | Washington State Department of Social and Health Services |
| | | | | | Washington State Health Care Authority |
| | | | | | **Tribal** |
| | | | | | Columbia River Inter-Tribal Fish Commission |
| | | | | | Confederated Tribes of the Chehalis Reservation |
| | | | | | Confederated Tribes of the Colville Reservation |
| | | | | | Confederated Tribes of the Yakama Nation |
| | | | | | Cowlitz Indian Tribe |
| | | | | | Hoh Indian Tribe |
| | | | | | Jamestown S'Klallam Tribe |
| | | | | | Kalispel Tribe of Indians |
| | | | | | Lower Elwha Klallam Tribe |
| | | | | | Lummi Indian Nation |
| | | | | | Makah Tribe |
| | | | | | Muckleshoot Indian Tribe |
| | | | | | Nisqually Indian Tribe |
| | | | | | Nooksack Indian Tribe |
| | | | | | Port Gamble S'Klallam Tribe |
| | | | | | Puyallup Tribe of Indians |
| | | | | | Quileute Indian Tribe |
| | | | | | Quinault Indian Nation |
| | | | | | Samish Indian Nation |
| | | | | | Sauk-Suiattle Indian Tribe |
| | | | | | Skokomish Indian Tribe |
| | | | | | Snoqualmie Indian Tribe |
| | | | | | Spokane Tribe |
| | | | | | Squaxin Island Tribe |
| | | | | | Stillaguamish Tribe of Indians |
| | | | | | Suquamish Tribe |
| | | | | | Swinomish Indian Tribal Community |
| | | | | | Tulalip Tribes |
| | | | | | Upper Skagit Indian Tribe |
| | | | | | Yakama Nation Land Enterprise |

Appendix C - Political Subdivision List for
Virginia

| City/Town | Special Distrricts | Public K-12 | County | Public Higher Education | State | Townships |
|---|---|---|---|---|---|---|
| City of Alexandria | Accomack-Northampton Transportation District | Accomack County Public Schools | Accomack County | Blue Ridge Community College | State of Virginia | Township of Green, Ross County |
| City of Bristol | Albemarle County Service Authority | Albemarle County Public Schools | Albemarle County | Central Virginia Community College | Virginia Department of Behavioral Health and Developmental Services | |
| City of Buena Vista | Albemarle-Charlottesville Regional Jail Authority | Alexandria City Public Schools | Alleghany County | Christopher Newport University | Virginia Department of General Services | |
| City of Charlottesville | Alexandria Redevelopment and Housing Authority | Alleghany County Public Schools | Amelia County | College of William and Mary | Virginia Department of Health | |
| City of Chesapeake | Appomattox River Water Authority | Amelia County Public Schools | Amherst County | Dabney S. Lancaster Community College | Virginia Department of Health Professions | |
| City of Colonial Heights | Bath County Airport Authority | Amherst County Public Schools | Appomattox County | Danville Community College | Virginia Department of Public Works | |
| City of Covington | Bedford County Economic Development Authority | Appomattox County Public Schools | Arlington County | Eastern Shore Community College | | |
| City of Danville | Bedford Regional Water Authority | Arlington Public Schools | Augusta County | Eastern Virginia Medical School | | |
| City of Emporia | Big Stone Gap Redevelopment and Housing Authority | Atlantic Shores Christian Schools | Bath County | George Mason University | | |
| City of Fairfax | Blacksburg-Christiansburg-VPI Water Authority | Augusta County Public Schools | Bedford County | Germanna Community College | | |
| City of Falls Church | Blacksburg-Virginia Polytechnic Institute Sanitation Authority | Bath County Public Schools | Bedford County Public Service Authority | J. Sargeant Reynolds Community College | | |
| City of Franklin | Blue Ridge Airport Authority | Bedford County Public Schools | Bland County | James Madison University | | |
| City of Fredericksburg | Blue Ridge Crossroads Economic Development Authority | Bland County Public Schools | Botetourt County | John Tyler Community College | | |
| City of Galax | Blue Ridge Regional Jail Authority | Botetourt County Public Schools | Brunswick County | Longwood University | | |
| City of Hampton | Blue Ridge Soil and Water Conservation District | Bristol Virginia Public Schools | Buchanan County | Lord Fairfax Community College | | |
| City of Harrisonburg | Bristol Redevelopment and Housing Authority | Brunswick County Public Schools | Buchanan County Public Service Authority | Massanutten Technical Center | | |
| City of Hopewell | Brookneal-Campbell County Airport Authority | Buchanan County Schools | Buckingham County | Mountain Empire Community College | | |
| City of Lexington | Brunswick County Industrial Development Authority | Buckingham County Public Schools | Buckingham County Board of Supervisors | New College Institute | | |
| City of Lynchburg | Buchanan County Industrial Development Authority | Buena Vista City Public Schools | Campbell County | New River Community College | | |
| City of Manassas | Buena Vista Public Service Authority | Campbell County Public Schools | Caroline County | Norfolk State University | | |
| City of Manassas Park | Campbell County Utilities and Service Authority | Caroline County Public Schools | Carroll County | Northern Virginia Community College | | |
| City of Martinsville | Carroll County Industrial Development Authority | Carroll County Public Schools | Carroll County Public Service Authority | Old Dominion University | | |
| City of Newport News | Carroll-Grayson-Galax Solid Waste Authority | Charles City County School District | Charles City County | Patrick Henry Community College | | |
| City of Norfolk | Castlewood Water and Sewage Authority | Charlotte County Public Schools | Charlotte County | Paul D. Camp Community College | | |
| City of Norton | Central Shenandoah Planning District Commission | Charlottesville City Schools | Chesterfield County | Piedmont Virginia Community College | | |
| City of Petersburg | Central Virginia Regional Jail Authority | Chesapeake Public Schools | Clarke County | Radford University | | |
| City of Poquoson | Central Virginia Waste Management Authority | Chesterfield County Public Schools | Craig County | Rappahannock Community College | | |
| City of Portsmouth | Charlottesville Redevelopment and Housing Authority | Clarke County School District | Culpeper County | Richard Bland College | | |
| City of Radford | Charlottesville-Albemarle Airport Authority | Colonial Beach Schools | Cumberland County | Rowanty Technical Center | | |
| City of Richmond | Chesapeake Airport Authority | Colonial Heights Public Schools | Dickenson County | Southern Virginia Higher Education Center | | |
| City of Roanoke | Chesapeake Bay Bridge and Tunnel District | Copper River School District | Dinwiddie County | Southside Virginia Community College | | |
| City of Salem | Chesapeake Hospital Authority | Covington City Public Schools | Essex County | Southwest Virginia Community College | | |
| City of Staunton | Chesapeake Redevelopment and Housing Authority | Craig County Public Schools | Fairfax County | State Council of Higher Education for Virginia | | |
| City of Suffolk | Coeburn-Norton-Wise Regional Wastewater Authority | Culpeper County Public Schools | Fauquier County | Thomas Nelson Community College | | |
| City of Virginia Beach | Craig-New Castle Solid Waste Authority | Cumberland County Public Schools | Floyd County | Tidewater Community College | | |
| City of Waynesboro | Crater District Area Agency on Aging/Foster Grandparent Program, Inc. | Danville Public Schools | Fluvanna County | University of Mary Washington | | |
| City of Williamsburg | Culpeper Soil and Water Conservation District | Dickenson County Public Schools | Franklin County | University of Virginia | | |
| City of Winchester | Cumberland Plateau Planning District Commission | Dinwiddie County Public Schools | Frederick County | University of Virginia Foundation | | |
| Town of Abingdon | Cumberland Plateau Regional Housing Authority | Fairfax County Public Schools | Giles County | University of Virginia Health System | | |
| Town of Alberta | Cumberland Plateau Regional Waste Management Authority | Falls Church City Public Schools | Gloucester County | University of Virginia, Wise | | |
| Town of Altavista | Danville Redevelopment and Housing Authority | Fauquier County Public Schools | Goochland County | Virginia College Savings Plan | | |
| Town of Amherst | Danville-Pittsylvania County Regional Industrial Facilities Authority | Floyd County Public Schools | Grayson County | Virginia Commonwealth University | | |
| Town of Appalachia | Dickenson County Industrial Development Authority | Fluvanna County Public Schools | Greene County | Virginia Community College System | | |
| Town of Appomattox | Dickenson County Public Service Authority | Franklin City Schools | Greensville County | Virginia Highlands Community College | | |
| Town of Ashland | Dinwiddie Airport and Industrial Authority | Franklin County Public Schools | Halifax County | Virginia Military Institute | | |
| Town of Bedford | Dinwiddie County Water Authority | Frederick County Public Schools | Hanover County | Virginia Polytechnic Institute and State University | | |
| Town of Berryville | District Three Governmental Cooperative | Fredericksburg City Public Schools | Henrico County | Virginia State University | | |
| Town of Big Stone Gap | Dryden Water Authority | Galax City Public Schools | Henry County | Virginia Western Community College | | |
| Town of Blacksburg | Eastern Shore of Virginia Broadband Authority | Giles County Public Schools | Henry County Public Service Authority | Wytheville Community College | | |
| Town of Bluefield | Essex County Industrial Development Authority | Gloucester County Public Schools | Highland County | | | |
| Town of Boones Mill | Fairfax County Economic Development Authority | Goochland County Public Schools | Isle of Wight County | | | |
| Town of Bowling Green | Fairfax County Park Authority | Grayson County Public Schools | James City County | | | |
| Town of Boyce | Fairfax County Redevelopment and Housing Authority | Greene County Schools | King and Queen County | | | |
| Town of Boydton | Fairfax County Water Authority | Greensville County Public Schools | King George County | | | |
| Town of Bridgewater | Fauquier County Water and Sanitation Authority | Halifax County Public Schools | King George County Service Authority | | | |
| Town of Broadway | Floyd County Economic Development Authority | Hampton City Schools | King William County | | | |
| Town of Brodnax | Floyd-Floyd County Public Service Authority | Hanover County Public Schools | Lancaster County | | | |
| Town of Brookneal | Franklin Redevelopment and Housing Authority | Harrisonburg City Public Schools | Lee County | | | |
| Town of Buchanan | Frederick County Sanitation Authority | Henrico County Public Schools | Loudoun County | | | |
| Town of Burkeville | Fredericksburg Stafford Park Authority | Henry County Public Schools | Louisa County | | | |
| Town of Cape Charles | Frederick-Winchester Service Authority | Highland County Public Schools | Lunenburg County | | | |
| Town of Cedar Bluff | Front Royal-Warren County Economic Development Authority | Hopewell Public Schools | Madison County | | | |
| Town of Charlotte Court House | Ft. Monroe Authority | Imagine Schools | Mathews County | | | |
| Town of Chase City | Giles County Public Service Authority | Isle of Wight County Schools | Mecklenburg County | | | |
| Town of Chatham | Greensville County Water and Sewer Authority | King and Queen County Public Schools | Middlesex County | | | |
| Town of Cheriton | Halifax County Industrial Development Authority | King George County Public Schools | Montgomery County | | | |
| Town of Chilhowie | Halifax County Service Authority | King William County Public Schools | Nelson County | | | |
| Town of Chincoteague | Hampton Redevelopment and Housing Authority | Lancaster County Public School System | New Kent County | | | |
| Town of Christiansburg | Hampton Roads Planning District Commission | Lee County Public Schools | Northampton County | | | |
| Town of Claremont | Hampton Roads Regional Jail Authority | Lexington City Schools | Northumberland County | | | |
| Town of Clarksville | Hampton Roads Sanitation District | Loudoun County Public Schools | Nottoway County | | | |
| Town of Clifton | Harrisonburg Redevelopment and Housing Authority | Louisa County Public Schools | Orange County | | | |
| Town of Clifton Forge | Harrisonburg-Rockingham Regional Sewer Authority | Lynchburg City Schools | Page County | | | |
| Town of Clinchco | Headwaters Soil and Water Conservation District | Madison County Public Schools | Patrick County | | | |
| Town of Clintwood | Hopewell Redevelopment and Housing Authority | Manassas City Public Schools | Pittsylvania County | | | |
| Town of Coeburn | James River Water Authority | Manassas Park City Schools | Pittsylvania County Service Authority | | | |
| Town of Colonial Beach | John Flannagan Water Authority | Martinsville Public Schools | Powhatan County | | | |
| Town of Columbia | Joint Public Service Authority | Mathews County School District | Prince Edward County | | | |
| Town of Courtland | Lee County Industrial Development Authority | Mecklenburg County Public Schools | Prince George County | | | |
| Town of Craigsville | Lee County Public Service Authority | Middlesex County Public Schools | Prince William County | | | |
| Town of Crewe | LENOWISCO Planning District Commission | Montgomery County Public Schools | Prince William County Service Authority | | | |
| Town of Culpeper | Lord Fairfax Soil and Water Conservation District | Nelson County Public Schools | Pulaski County | | | |
| Town of Damascus | Loudoun County Sanitation Authority | New Kent County Schools | Rappahannock County | | | |
| Town of Dayton | Louisa County Water Authority | Newport News Public Schools | Richmond County | | | |
| Town of Dendron | Lynchburg Redevelopment and Housing Authority | Norfolk Public Schools | Roanoke County | | | |
| Town of Dillwyn | Marion Redevelopment and Housing Authority | Northampton County School District | Rockbridge County | | | |
| Town of Drakes Branch | Maury Service Authority | Northumberland County Public Schools | Rockbridge County Public Service Authority | | | |
| Town of Dublin | Mecklenburg-Brunswick Regional Airport Authority | Norton City Public Schools | Rockingham County | | | |
| Town of Dumfries | Meherrin River Regional Jail Authority | Nottoway County Public Schools | Russell County | | | |
| Town of Dungannon | Middle Peninsula Regional Airport Authority | Orange County Public Schools | Scott County | | | |

| City/Town | Special Distrricts | Public K-12 | County | Public Higher Education | State | Townships |
|---|---|---|---|---|---|---|
| Town of Elkton | Montgomery County Public Service Authority | Page County Public Schools | Scott County Public Service Authority | | | |
| Town of Exmore | Montgomery Regional Solid Waste Authority | Patrick County Public Schools | Shenandoah County | | | |
| Town of Farmville | Mt. Rogers Planning District Commission | Petersburg City Public Schools | Smyth County | | | |
| Town of Fincastle | New River Regional Water Authority | Pittsylvania County School District | Southampton County | | | |
| Town of Floyd | New River Resource Authority | Poquoson City Public Schools | Spotsylvania County | | | |
| Town of Fries | New River Valley Planning District Commission | Portsmouth Public Schools | Stafford County | | | |
| Town of Front Royal | New River Valley Regional Jail Authority | Powhatan County Public Schools | Surry County | | | |
| Town of Gate City | Newport News Redevelopment and Housing Authority | Prince Edward County Schools | Sussex County | | | |
| Town of Glade Spring | Nicholas County Solid Waste Authority | Prince George County Public Schools | Tazewell County | | | |
| Town of Glasgow | Norfolk Airport Authority | Prince William County Schools | Tri-County Lake Administrative Commission | | | |
| Town of Glen Lyn | Norfolk Economic Development Authority | Pulaski County Public Schools | Warren County | | | |
| Town of Gordonsville | Norfolk Redevelopment and Housing Authority | Radford City Schools | Washington County | | | |
| Town of Goshen | Northern Neck Planning District Commission | Rappahannock County Public Schools | Westmoreland County | | | |
| Town of Gretna | Northern Virginia Regional Park Authority | Richmond City Public Schools | Wise County | | | |
| Town of Grottoes | Northern Virginia Transportation Authority | Richmond County Public Schools | Wythe County | | | |
| Town of Halifax | Northwestern Regional Jail Authority | Roanoke City Public Schools | York County | | | |
| Town of Hamilton | NRV Regional Water Authority | Roanoke County Public Schools | | | | |
| Town of Haymarket | Pamunkey Regional Jail Authority | Rockbridge County Schools | | | | |
| Town of Haysi | Patrick County Economic Development Authority | Rockingham County Public Schools | | | | |
| Town of Herndon | Pepper's Ferry Regional Wastewater Treatment Authority | Russell County Public Schools | | | | |
| Town of Hillsville | Petersburg Redevelopment and Housing Authority | Salem City Schools | | | | |
| Town of Honaker | Peumansend Creek Regional Jail Authority | Scott County Public Schools | | | | |
| Town of Hurt | Piedmont Soil and Water Conservation District | Shenandoah County Public Schools | | | | |
| Town of Independence | Planning District One Behavioral Health Services | Smyth County Public Schools | | | | |
| Town of Iron Gate | Portsmouth Redevelopment and Housing Authority | Southampton County Public Schools | | | | |
| Town of Irvington | Prince William County Park Authority | Spotsylvania County Public Schools | | | | |
| Town of Jonesville | Pulaski County Public Service Authority | Stafford County Public Schools | | | | |
| Town of Kenbridge | Pulaski County Sewerage Authority | Staunton City Schools | | | | |
| Town of Keysville | Radford Industrial Development Authority | Suffolk Public Schools | | | | |
| Town of Kilmarnock | Randolph County Water, Sewer and Fire Protection Authority | Surry County Public Schools | | | | |
| Town of La Crosse | Rapidan Service Authority | Sussex County Public Schools | | | | |
| Town of Lawrenceville | Rappahannock Regional Jail Authority | Tazewell County Public Schools | | | | |
| Town of Leesburg | Rappahannock-Shenandoah-Warren Regional Jail Authority | Virginia Beach City Public Schools | | | | |
| Town of Louisa | Region 2000 Services Authority | Warren County Public Schools | | | | |
| Town of Lovettsville | Richmond Behavioral Health Authority | Washington County School District | | | | |
| Town of Luray | Richmond Hospital Authority | Waynesboro Public Schools | | | | |
| Town of Marion | Richmond Metropolitan Authority | West Point Public Schools | | | | |
| Town of Middleburg | Richmond Redevelopment and Housing Authority | Westmoreland County Public Schools | | | | |
| Town of Middletown | Richmond Regional Planning District Commission | Williamsburg-James City County Public Schools | | | | |
| Town of Mineral | Rivanna Solid Waste Authority | Winchester Public Schools | | | | |
| Town of Monterey | Rivanna Water and Sewer Authority | Wise County Public Schools | | | | |
| Town of Montross | Riverside Regional Jail Authority | Wythe County Public Schools | | | | |
| Town of Mt. Jackson | Roanoke Redevelopment and Housing Authority | York County Public Schools | | | | |
| Town of Narrows | Roanoke River Service Authority | | | | | |
| Town of New Castle | Roanoke Valley Broadband Authority | | | | | |
| Town of New Market | Roanoke Valley Resource Authority | | | | | |
| Town of Nickelsville | Robert E. Lee Soil and Water Conservation District | | | | | |
| Town of Occoquan | Rockbridge Area Network Authority | | | | | |
| Town of Onancock | Rockbridge County Solid Waste Authority | | | | | |
| Town of Orange | Russell County Industrial Development Authority | | | | | |
| Town of Pamplin City | Russell County Public Service Authority | | | | | |
| Town of Parksley | Scott County Economic Development Authority | | | | | |
| Town of Pearisburg | Scott County Redevelopment and Housing Authority | | | | | |
| Town of Pembroke | Shenandoah Valley Soil and Water Conservation District | | | | | |
| Town of Pennington Gap | Smyth County Industrial Development Authority | | | | | |
| Town of Phenix | Smyth Washington Regional Industrial Facilities Authority | | | | | |
| Town of Pocahontas | South Central Wastewater Authority | | | | | |
| Town of Pound | Southeastern Public Service Authority | | | | | |
| Town of Pulaski | Southside Planning District | | | | | |
| Town of Purcellville | Southside Regional Jail Authority | | | | | |
| Town of Quantico | Southwest Regional Recreation Authority | | | | | |
| Town of Remington | Southwest Virginia Regional Jail Authority | | | | | |
| Town of Rich Creek | Suffolk Redevelopment and Housing Authority | | | | | |
| Town of Richlands | Tappahannock-Essex County Airport Authority | | | | | |
| Town of Ridgeway | Tazewell County Airport Authority | | | | | |
| Town of Rocky Mount | Tazewell County Industrial Development Authority | | | | | |
| Town of Round Hill | Tazewell County Public Service Authority | | | | | |
| Town of Rural Retreat | Tazwell County Public Service Authority | | | | | |
| Town of Saltville | Thomas Jefferson Planning District Commission | | | | | |
| Town of Scottsville | Thomas Jefferson Soil and Water Conservation District | | | | | |
| Town of Shenandoah | Toms Brook-Maurertown Sanitary District | | | | | |
| Town of Smithfield | Upper Occoquan Service Authority | | | | | |
| Town of South Boston | Valley Municipal Utility District No. 2 | | | | | |
| Town of South Hill | Vint Hill Economic Development Authority | | | | | |
| Town of St. Paul | Virginia Beach Development Authority | | | | | |
| Town of Stanley | Virginia Commercial Space Flight Authority | | | | | |
| Town of Stephens City | Virginia Highlands Airport Authority | | | | | |
| Town of Strasburg | Virginia Housing Development Authority | | | | | |
| Town of Stuart | Virginia Peninsulas Public Service Authority | | | | | |
| Town of Tangier | Virginia Port Authority | | | | | |
| Town of Tappahannock | Virginia Resources Authority | | | | | |
| Town of Tazewell | Virginia Tech/Montgomery Regional Airport Authority | | | | | |
| Town of Timberville | Virginia/Carolina Water Authority | | | | | |
| Town of Troutville | Virginia's First Regional Industrial Facility Authority | | | | | |
| Town of Urbanna | Washington County Industrial Development Authority | | | | | |
| Town of Victoria | Washington County Service Authority | | | | | |
| Town of Vienna | Waynesboro Economic Development Authority | | | | | |
| Town of Vinton | Waynesboro Redevelopment and Housing Authority | | | | | |
| Town of Wakefield | West Piedmont Planning District | | | | | |
| Town of Warrenton | Western Virginia Water Authority | | | | | |
| Town of Warsaw | Williamsburg Area Transit Authority | | | | | |
| Town of Washington | Winchester Regional Airport Authority | | | | | |
| Town of Waverly | Wired Road Authority | | | | | |
| Town of West Point | Wise County Public Service Authority | | | | | |
| Town of White Stone | Wise County Redevelopment and Housing Authority | | | | | |
| Town of Windsor | Woodway Water and Sewer Authority | | | | | |
| Town of Wise | Wytheville Redevelopment and Housing Authority | | | | | |
| Town of Woodstock | | | | | | |
| Town of Wytheville | | | | | | |

**SOURCEWELL℠ (Formerly NJPA) AWARDED VENDOR**

**REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by Sourcewell℠ (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

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(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. 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 (Pub. L. 94-163, 89 Stat. 871).

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO) Initials of Authorized Representative

*Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.*

*This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.*

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

DocuSign Envelope ID: F118B8F3-F767-41AA-AF63-6D8CAA105036

**FORM E**

# CONTRACT ACCEPTANCE AND AWARD

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

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

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

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by: Jeremy Schwartz
C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by: Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

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**Vendor Authorized Signatures:**

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

**Vendor Name** Clark Equipment Company dba Bobcat Company

**Authorized Signatory's Title** Director, Government Accounts

VENDOR AUTHORIZED SIGNATURE

Randy L. Fuss
(NAME PRINTED OR TYPED)

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Genevieve Pearthree, Senior Planner |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Final Plat:** RP4V, LLC and RP40, LLC request approval of the Final Condominium Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-09), a 40-unit multi-family residential condominium subdivision. The 3.71-acre site is located at 1221 E. Emma Drive in the MR, Medium Density Residential Zone, and has a Resource Protection Overlay (RPO).

**STAFF RECOMMENDED ACTION:**

Approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

**Executive Summary:**

A request for approval of the Final Condominium Plat for Rio Homes Unit 4 Multi-Family, a 40-unit residential condominium subdivision located on 3.71 acres. The site also contains parking and landscaping, in addition to six townhome units from a previous development plan. These condominiums are being platted on top of Tract B and Tract C of the Final Plat for Rio Homes Unit 4 Multifamily (case number PZ-19-00019-08), which governs the six existing townhome units on the site and the land underneath the townhome units. A concurrent amendment to the Final Plat for Rio Homes Unit 4 Multifamily is also being processed to allow for the 40 new units to be sold individually as condominiums (the amendment will erase the property lines for six townhome lots that were never developed and clarify parking/access between the townhome and condominium owners).

**Financial Impact:**

No financial impacts are anticipated with this Final Plat.

**Policy Impact:**

No policy impacts are affiliated with this Final Plat.

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

Carbon Neutrality Plan

- DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

PBB Key Community Priorities/Objectives

- Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Regional Plan Policies and Goals

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

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

- 2002: City Council approved the Ordinance No. 2002-03, An Ordinance Authorizing the Sale of City Owned Real Property for Affordable Housing in the Rio Homes Development
- 2005: City Council approved the Rio Homes Final Plat
- October 20, 2020: City Council approved the to the Rio Homes Unit 4 Final Plat (first plat amendment)
- July 7, 2022: City Council approved Preliminary Condominium Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-06) and the Preliminary Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-07; this is the concurrent second plat amendment).

**Options and Alternatives:**

1. Approve the Final Plat with no conditions.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Standards and Specifications for New Infrastructure.

**Background/History:**

<u>Development History</u>
The subject site is located at located at 1221 E. Emma Dr. on the north side of East Pine Knoll Drive and east of Lone Tree Road. The Rio Homes Unit 4 development was originally intended in the mid-2000s to be a cohousing type of community and included a larger parcel intended for a common house. The original 2005 subdivision plat proposed variety of detached and attached residential building types across 21 lots and 9 tracts. The only structures from the original development plan that were ultimately built were six townhome units, each with an associated detached garage (two of the garages have an accessory dwelling unit on the second floor).

A first amendment to the Rio Homes Unit 4 subdivision was approved by City Council in 2020 (and recorded in 2021) to allow for the development of 40 additional multi-family residential units.The amendment modified the 2005 plat to create 12 lots and 3 tracts to allow for the development of 40 multifamily residential units (rental apartments). It maintained the lot lines for the townhomes and garages that had already been developed but removed most of the lot lines that had not been developed. City staff approved the Site Plan for the 40 residential units on March 26, 2020 (Civil Plans were approved on July 10, 2020, and Building Permits were approved on November 11, 2021).

The developer has decided to turn the 40 multi-family residential units into condominiums so that they can be sold individually. The condominiums are located on Tracts B and C of the Final Plat for Rio Homes Unit 4 Multifamily. City staff administratively approved the Final Condominium Plat for Rio Homes Unit 4 Multi-Family on October 3, 2022.

The Final Plat for Rio Homes Unit 4 Multi-Family (a second amendment to the Rio Homes Unit 4 subdivision plat) is being processed concurrently with the Final Condominium Plat for Rio Homes Unit 4 Multi-Family. The purpose of the concurrent amendment (case number PZ-19-00019-08) is to erase the

property lines for four townhome lots that were never developed. The amendment also clarifies parking/access between the townhome and condominium owners.

Type of Plat
This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Final Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace within each unit. The vertical boundaries start at the finish floor elevation (FFE) of each unit and extend to the ceiling of that unit. The horizontal boundaries start at the inside of the walls enclosing each unit. Decks, porches, external stairs, and parking spaces associated with specific units are also being platted as Limited Common Elements (LCEs). All areas outside of the units and the LCEs are platted as Common Elements (CEs).

The condominiums are also being platted on top of Tracts B and C of the Final Plat for Rio Homes Unit 4 Multi-Family. Tract A of the Final Plat for Rio Homes Unit 4 Multi-Family is not included in the Condominium Plat for Rio Homes Unit 4.

**Key Considerations:**

The City Council shall find the Final Plat meets the findings for approval, which is compliance with the following City Code sections:

1. City Code Title 10, Flagstaff Zoning Code
2. City Code Division 11-20, Subdivision and Land Split Regulations
3. City Code Title 13, Engineering Design Standards and Specifications

**Community Benefits and Considerations:**

This Final Plat facilitates the addition of 40 new for-sale housing units to the existing six townhome units on the Rio Homes Unit 4 site. The new housing will be a mix of one-bedroom and two-bedroom apartments.

**Community Involvement:**

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of a Final Plat subdivision review process.

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**Attachments:** Application
Final Plat
Presentation

# City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

| Date Received | **Application for Subdivision Review** | File Number |
|---|---|---|

| | | |
|---|---|---|
| **Property Owner(s)** RP4V LLC & RP40 LLC | | **Phone** |
| **Mailing Address** 2410 E. Route 66 | **City, State, Zip** Flagstaff, AZ 86004 | **Email** tom@aznorth.com |
| **Applicant(s)** AZ North Realty | | **Phone** |
| **Mailing Address** 2410 E. Route 66 | **City, State, Zip** Flagstaff, AZ 86004 | **Email** |
| **Project Representative** Blake Schraufnagel | | **Phone** 928-774-6637 |
| **Mailing Address** 2410 E. Route 66 | **City, State, Zip** Flagstaff, AZ 86004 | **Email** blake@schraufrealestate.com |

**Requested Review:**
- ☐ Development Master Plan
- ☐ Modified Subdivision
- ☐ Conceptual Plat
- ☐ Preliminary Plat
- ☐ Preliminary Plat P&Z and Council
- ■ Final Plat- Council Condominiums

| | | | |
|---|---|---|---|
| **Project Name:** Rio Homes Unit 4 | **Site Address** Emma Drive & Jen Drive | | **Parcel Number** 104-17-154 through 107-17-187 |
| **Proposed Use** Residential - Condominiums | **Existing Use** Residential - Apartments | **Subdivision, Tract & Lot Number** Rio Homes Unit 4 | |
| **Zoning District** Medium Density Residential (MR) | **Regional Plan Category** Suburban | **Flood Zone** Zone X | **Size of Site (Sq. ft. or Acres)** 3.71 acres |

**Property Information:**
- ☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ■ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ■ No Subject property is undeveloped land?

| Surrounding Uses | North | South | East | West |
|---|---|---|---|---|
| (Res, Com, Ind) | Residential | Residential/Undeveloped | Residential | Public Facility - Park |

| Proposed Use: | Number of Lots | Number of Units | Number of acres per use | Building Square Feet |
|---|---|---|---|---|
| Residential - Condos | 40 Condo Units | 40 Condo Units | 3.71 acres | |

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

| Property Owner Signature: (required) | Date: | Applicant Signature: | Date: |
|---|---|---|---|
| Blake Schraufnagel | 7/29/22 | | |

## For City Use

| | | |
|---|---|---|
| **Date Filed:** | **Case Number (s)** | |
| **P & Z Hearing Date:** | **Publication and Posting Date:** | |
| **Council Hearing Date:** | **Publication and Posting Date:** | |
| **Fee Receipt Number:** | **Amount:** | **Date:** |

| Action by Planning and Zoning Commission: | Action By City Council: |
|---|---|
| ☐ Approved | ☐ Approved |
| ☐ Denied | ☐ Denied |
| ☐ Continued | ☐ Continued |

| Staff Assignments | Planning | Engineering | Fire | Public Works/Utilities | Stormwater |
|---|---|---|---|---|---|
| | | | | | |

PLOTTED: Oct 12, 2022–8:22am

## DEDICATION

STATE OF ARIZONA }
} SS.
COUNTY OF COCONINO }

KNOW ALL PERSONS BY THESE PRESENTS: THAT RP4V, LLC AND RP4O, LLC AS ("OWNER" AND/OR "GRANTOR") HAS RE–PLATTED THAT PARCEL OF LAND KNOWN AS 'UNIT 4' OF THE RIO HOMES SUBDIVISION, ACCORDING TO CASE 9, MAP 44, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA, LOCATED IN SOUTH HALF OF SECTION OF 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE 'FINAL CONDOMINIUM PLAT FOR RIO HOMES UNIT 4 MULTI–FAMILY' AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO THE RIO HOMES UNIT 4 HOME OWNERS ASSOCIATION (HOA) TRACT 'B' AND TRACT 'C' AS SHOWN HEREON FOR THE PURPOSES AS DESCRIBED IN THE CC&RS AND AS DESCRIBED ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS, INC., AND ITS SUCCESSORS AND ASSIGNS ALL AREAS ON THIS PLAT MARKED "PUE", TRACT 'A', TRACT 'B', TRACT 'C', AND THE PROPERTY DESIGNATED AS "COMMON AREA OR AREAS" AS A UTILITY EASEMENT TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

EASEMENTS DEDICATED
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON–EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT.

EASEMENT GENERAL CONDITIONS: ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:
a. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
b. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
c. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
d. IN THE EVENT THE GRANTEE HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, GRANTEE MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE GRANTEE'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
e. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS. GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS–OF–WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE.").

INTERIM LIABILITY
GRANTOR DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY UNTIL THE ACCEPTANCE DATE.

IN WITNESS WHEREOF, GRANTOR(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED THIS _____ DAY OF _____ 20__,

BY: RP4V, LLC

BY: _____
MICHAEL CUNNINGHAM
ITS: MANAGING MEMBER

BY: RP4O, LLC

BY: _____
MICHAEL CUNNINGHAM
ITS: MANAGING MEMBER

## ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS.
COUNTY OF COCONINO }

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT RP4V, LLC. AND RP4O, LLC AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO FORTH MY HAND AND OFFICIAL SEAL.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

## CITY OF FLAGSTAFF CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE _____ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE INTER–DIVISION STAFF REVIEW OF THE CITY OF FLAGSTAFF, ARIZONA ON THE _____ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

BY: _____
PLANNING DIRECTOR

## LEGAL DESCRIPTION

TRACTS B AND C OF RIO HOMES UNIT 4, ACCORDING TO THE CITY OF FLAGSTAFF FINAL PLAT FOR RIO HOMES UNIT 4, NO. 3925263, OFFICIAL RECORDS OF COCONINO COUNTY, LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA.

## FEMA FLOODPLAIN

THE SUBJECT PARCEL IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6816G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

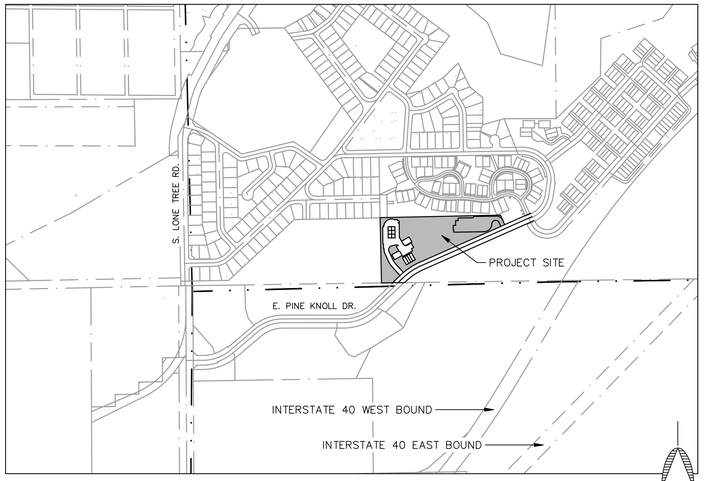
## RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. BASED ON THE APPROVED RIO HOMES NATURAL RESOURCE PROTECTION PLAN FOR UNIT 4, DATED FEBRUARY 18, 2021, AND THE PROPOSED DEVELOPMENT, THERE ARE RESOURCES THAT REQUIRE PRESERVATION.

# FINAL CONDOMINIUM PLAT
FOR
# RIO HOMES UNIT 4 MULTI-FAMILY
## FLAGSTAFF, ARIZONA

A CONDOMINIUM SUBDIVISION OF TRACTS B AND C OF THE AMENDED PLAT FOR RIO HOMES UNIT 4, ACCORDING TO THE FINAL PLAT FOR RIO HOMES UNIT 4, INST. NO. 3925263, OFFICIAL RECORDS COCONINO COUNTY, ARIZONA.

LOCATED IN SOUTH HALF OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA




VICINITY MAP
1"=500'

### PROJECT OWNER/DEVELOPER:
RP4O, LLC & RP4V, LLC
THOMAS BREWSTER, MANAGER
2410 E. ROUTE 66
FLAGSTAFF, AZ 86004
(928) 774–6637

### CIVIL ENGINEER:
SHEPHARD–WESNITZER, INC.
GUILLERMO E. CORTES, PE #33983
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

### SURVEYOR:
SHEPHARD–WESNITZER, INC.
AARON BORLING, RLS #48756
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

## LEGEND

- ROW BOUNDARY
- EX. EASEMENT
- ROAD CENTERLINE
- LOT LINE
- EASEMENT
- SECTION LINE
- FOUND MONUMENTS
- SECTION CORNER AS NOTED
- CALCULATED POINT

Sheet List Table

| Sheet Number | Drawing Number | Sheet Title |
|---|---|---|
| 1 | FP01 | COVER SHEET |
| 2 | FP02 | CONDO FINAL PLAT OVERVIEW |
| 3 | FP03 | FINAL PLAT (1) |
| 4 | FP04 | FINAL PLAT (2) |
| 5 | FP05 | FINAL PLAT (3) |
| 6 | FP06 | FINAL PLAT (4) |

A.R.S. 33–1212. UNIT BOUNDARIES
EXCEPT AS PROVIDED BY THE DECLARANT

1. IF WALLS ARE DESIGNATED AS BOUNDARIES OF A UNIT. ALL LATH FURRING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TIES, WALL PAPER, PAINT, AND ANY OTHER MATERIALS CONSTITUTING AS PART OF THE FINISHED SURFACE ARE A PART OF THE UNIT, AND ALL OTHER PORTIONS OF THE WALLS ARE PART OF THE COMMON ELEMENT.
2. IF ANY DUCT, WIRE, CONDUIT, BEARING WALL, BEARING COLUMN, OR OTHER FIXTURE LIES PARTIALLY WITH IN THE AN PARTIALLY OUTSIDE THE DESIGNATED BOUNDARIES OF A UNIT, ANY PORTION SERVING MORE THAN ONE UNIT OR ANY PORTION OF THE COMMON ELEMENTS IS A PART OF THE COMMON ELEMENT.
3. ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENTS WITHIN THE BOUNDARIES OF A UNIT ARE PART OF THE UNIT.
4. ANY SHUTTERS, AWNINGS, WINDOW BOXES, DOORSTEPS, STOOPS, PORCHES, BALCONIES, ENTRYWAYS, OR PATIOS, AND ALL EXTERIOR DOORS AND WINDOWS OR OTHER FIXTURES DESIGNED TO SERVE A SINGLE UNIT, BUT LOCATED OUTSIDE THE UNITS BOUNDARIES ARE LIMITED COMMON ELEMENTS ALLOCATED EXCLUSIVE TO THAT UNIT.

## PROJECT INFORMATION

RIO HOMES UNIT 4
EMMA DRIVE & JEN DRIVE
FLAGSTAFF, AZ 86001

NUMBER OF PROPOSED UNITS: 40
GROSS/NET AREA: 3.71 ACRES
EXISTING ZONING: MR (MEDIUM DENSITY RESIDENTIAL)

## SUMMARY OF TRACTS

TRACT B: 132,380 SF, 3.04 ACRES
TRACT C: 29,160 SF, 0.67 ACRES

TRACT 'B' SHALL CONTAIN ALL PORTIONS OF THE SUBJECT PARCEL OTHER THAN THE CONDOMINIUM UNITS AND TRACT 'C' AND IS DEDICATED HEREON TO THE HOME OWNERS ASSOCIATION AS COMMON AREA/OPEN SPACE, LIMITED COMMON ELEMENTS, COMMON ELEMENTS, RESOURCE PROTECTION, DRAINAGE MAINTENANCE EASEMENT, AND FOR THE PURPOSES AS DESCRIBED IN THE CC&RS.

TRACT 'C' IS DEDICATED HEREON TO THE HOME OWNERS ASSOCIATION FOR THE PURPOSE OF COMMON AREA/OPEN SPACE, INGRESS/EGRESS, PARKING, COMMON ELEMENT, AND FOR THE PURPOSES AS DESCRIBED IN THE CC&RS.

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. THE HOA SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR ALL DETENTION FACILITIES; AND THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THE REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.
5. THE HOA SHALL MAINTAIN THE ALL COMMON AREAS NOTED HEREON AS 'TRACTS'.
6. RP4V, LLC SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY OF THE PRIVATE ONSITE SEWER MAIN WITHIN EMMA DRIVE AS ACKNOWLEDGED BY LETTER BY THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) BY FILE NO. 95451 (LTF), DATED 8/15/2022.
7. ALL EXISTING EASEMENTS SHOWN HEREON WERE DEDICATED PER THE FINAL PLAT FOR RIO HOMES, INST. NO. 3925263
8. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR 'FINAL CONDOMINIUM PLAT FOR RIO HOMES UNIT 4 MULTI–FAMILY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT, RECORDED UNDER INSTRUMENT #_____.
9. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
10. TOPOGRAPHIC, BOUNDARY, EASEMENTS, AND EXISTING IMPROVEMENTS WERE PROVIDED BY THE CITY OF FLAGSTAFF AND ARE FROM A RECORD OF SURVEY, RECORDED IN BOOK 18, PAGES 3 AND 3A, PREPARED BY WFM, INC. ENGINEERS AND SURVEYORS AND SEALED BY JAMES A. FOLKERS ON 9–7–2001. A SUPPLEMENTAL TOPOGRAPHIC SURVEY WAS PERFORMED BY SHEPHARD–WESNITZER, INC., DATED 8–13–2019.

## UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773–6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

## UTILITY COMPANY APPROVAL

### ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 7/19/2022
BY: CHAD BROOKS DATE:

### UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 7/19/2022
BY: MARTIN CONBOY DATE:

### CENTURYLINK
KEVIN WAGNER (FOR MANNY HERNANDEZ – BY LETTER)
BY: MANUEL HERNANDEZ DATE: 8/10/2022

### ALTICE USA
SANFORD YAZZIE (BY LETTER) 7/21/2022
BY: SANFORD YAZZIE DATE:

## CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR 48756 AARON D. BORLING Date Signed 10/12/22 ARIZONA, U.S.A. Expires 12/31/23

C.O.F. #PZ-19-00019-09

FLAGSTAFF ARIZONA

RIO HOMES UNIT 4 CONDO FINAL PLAT

COVER SHEET

JOB NO: 19025
DATE: OCT 22
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: KMF
CHECKED: ADB


110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com
SWI Shephard Wesnitzer, Inc.


REVISIONS

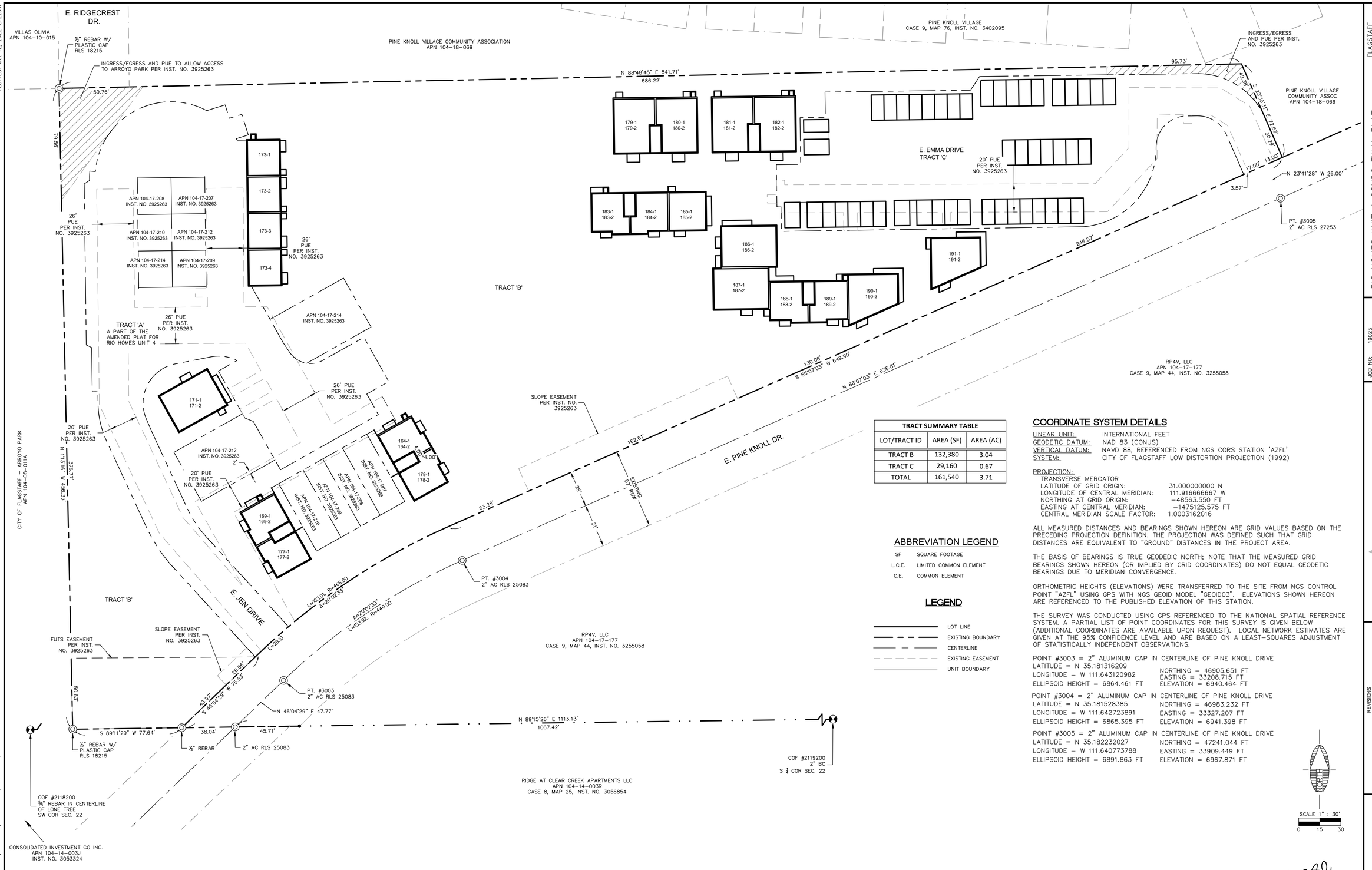
| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|

Call at least two full working days before you dig.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP01

SHT NO. 1 OF 6

FILE: P:\2019\19025\DRAWINGS\PLATS\REPLAT 2\CONDO PLAT\FINAL PLAT\19025 – COVER SHEET.DWG KBAYER




| TRACT SUMMARY TABLE | | |
|---|---|---|
| LOT/TRACT ID | AREA (SF) | AREA (AC) |
| TRACT B | 132,380 | 3.04 |
| TRACT C | 29,160 | 0.67 |
| TOTAL | 161,540 | 3.71 |

## ABBREVIATION LEGEND

| | |
|---|---|
| SF | SQUARE FOOTAGE |
| L.C.E. | LIMITED COMMON ELEMENT |
| C.E. | COMMON ELEMENT |

## LEGEND

- LOT LINE
- EXISTING BOUNDARY
- CENTERLINE
- EXISTING EASEMENT
- UNIT BOUNDARY

## COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM NGS CORS STATION 'AZFL'
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (1992)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 31.000000000 N
LONGITUDE OF CENTRAL MERIDIAN: 111.916666667 W
NORTHING AT GRID ORIGIN: −48563.550 FT
EASTING AT CENTRAL MERIDIAN: −1475125.575 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.0003162016

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODEDIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "AZFL" USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST−SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #3003 = 2" ALUMINUM CAP IN CENTERLINE OF PINE KNOLL DRIVE
LATITUDE = N 35.181316209 NORTHING = 46905.651 FT
LONGITUDE = W 111.643120982 EASTING = 33208.715 FT
ELLIPSOID HEIGHT = 6864.461 FT ELEVATION = 6940.464 FT

POINT #3004 = 2" ALUMINUM CAP IN CENTERLINE OF PINE KNOLL DRIVE
LATITUDE = N 35.181528385 NORTHING = 46983.232 FT
LONGITUDE = W 111.642723891 EASTING = 33327.207 FT
ELLIPSOID HEIGHT = 6865.395 FT ELEVATION = 6941.398 FT

POINT #3005 = 2" ALUMINUM CAP IN CENTERLINE OF PINE KNOLL DRIVE
LATITUDE = N 35.182232027 NORTHING = 47241.044 FT
LONGITUDE = W 111.640773788 EASTING = 33909.449 FT
ELLIPSOID HEIGHT = 6891.863 FT ELEVATION = 6967.871 FT

SCALE 1" : 30'
0 15 30

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 11/30/23
ARIZONA, U.S.A.
Expires 12/31/24

C.O.F. #PZ-19-00019-09

FLAGSTAFF ARIZONA

RIO HOMES UNIT 4 CONDO FINAL PLAT

# CONDO FINAL PLAT OVERVIEW

| | |
|---|---|
| JOB NO: | 19025 |
| DATE: | OCT 22 |
| SCALE: | 1"=30' |
| DRAWN: | JEE |
| DESIGN: | KMF |
| CHECKED: | ADB |

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | | | |


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928.774.8934 fax
www.swoz.com
SVI Shephard Wesnitzer, Inc.



Call at least two full working days before you begin excavation
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)


DRAWING NO.
FP02

SHT NO. 2 OF 6

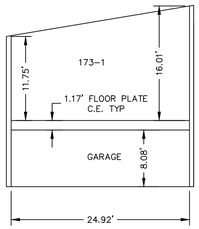
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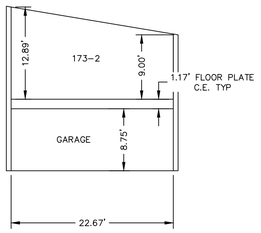
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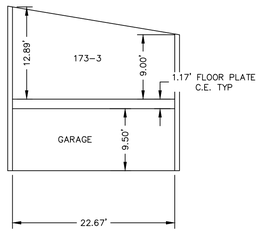
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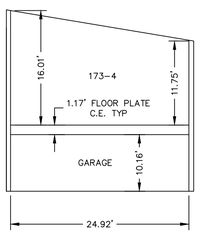
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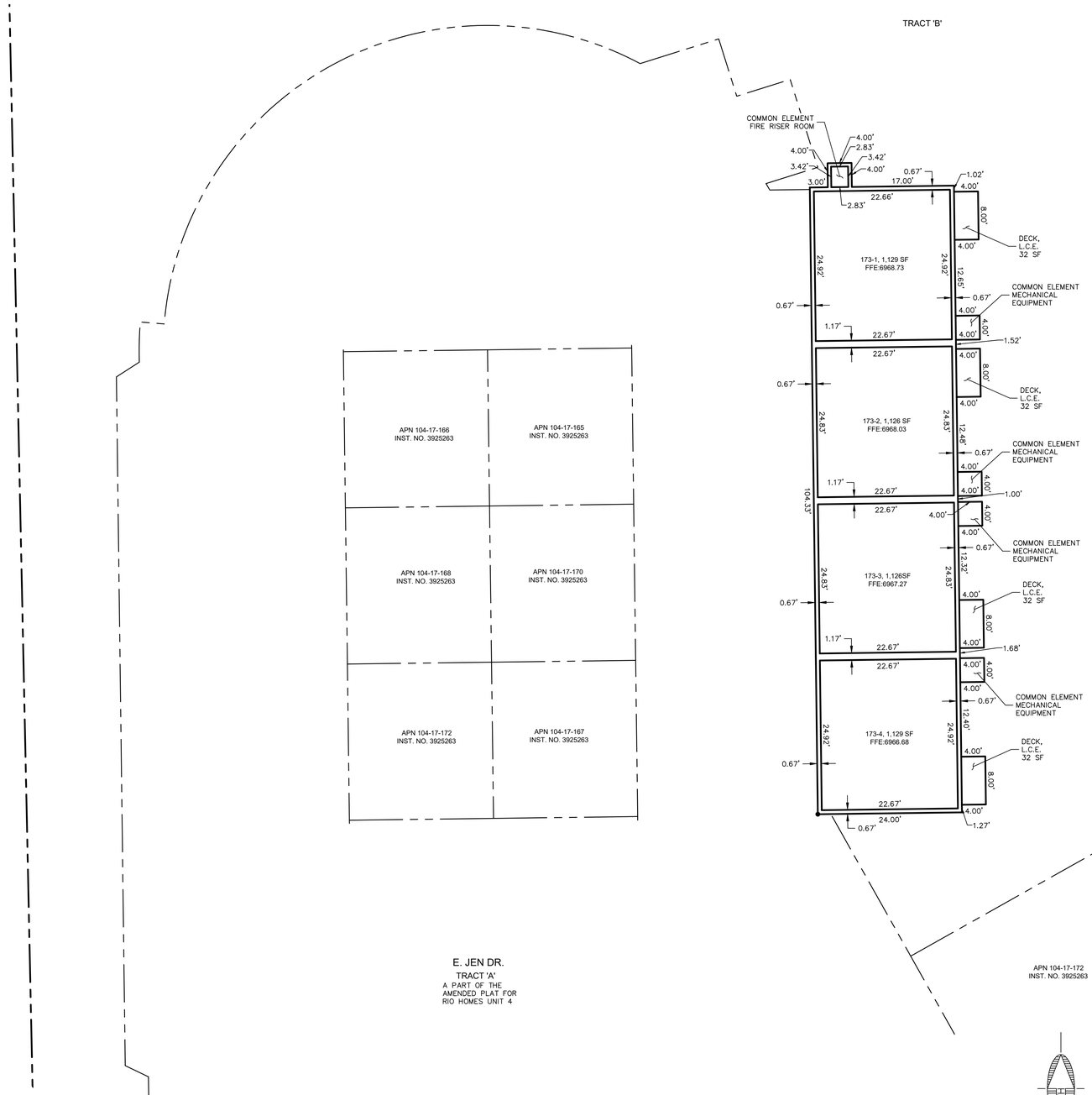
SCALE:1"=10'




REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 9/30/22
ARIZONA, U.S.A.
Expires 12/31/23

C.O.F. #PZ-19-00019-09

FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4 CONDO FINAL PLAT

# FINAL PLAT (1)

| | |
|---|---|
| JOB NO: | 19025 |
| DATE: | OCT 22 |
| SCALE: | 1"=10' |
| DRAWN: | JEE |
| DESIGN: | KMF |
| CHECKED: | ADB |


110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swoz.com

Shephard Wesnitzer, Inc.


| REVISIONS | | | |
|---|---|---|---|
| NO. | DESCRIPTION | DATE | BY |

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP03

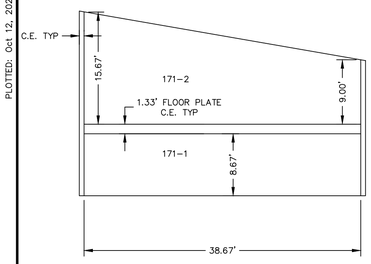
SHT NO. 3 OF 6

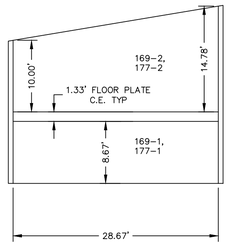
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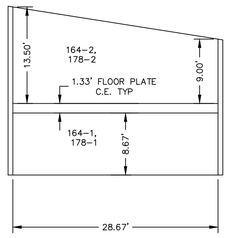
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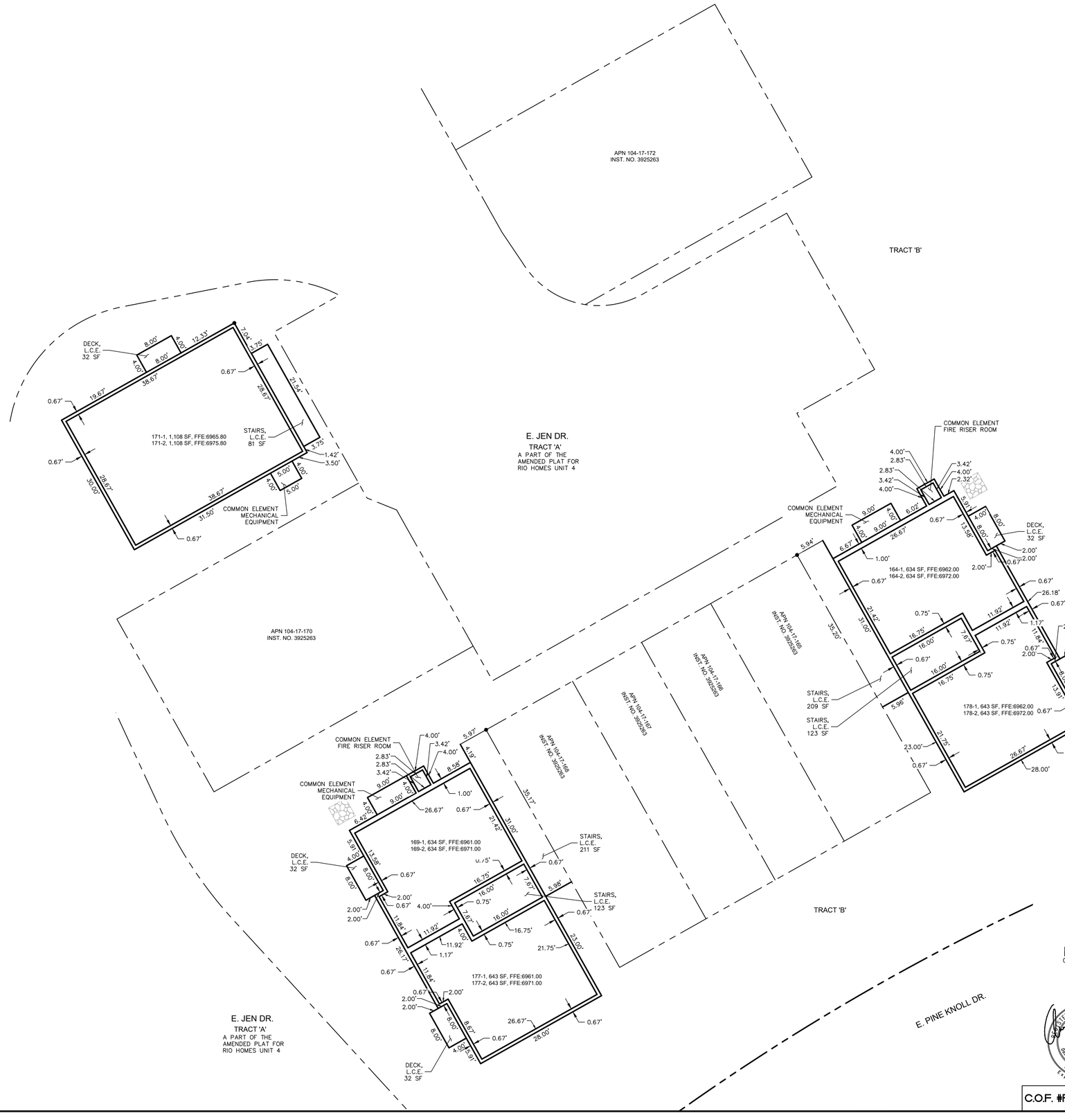
# UNIT SECTIONS

SCALE:1"=10'




FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4 CONDO FINAL PLAT

# FINAL PLAT (2)

| | |
|---|---|
| JOB NO: | 19025 |
| DATE: | OCT 22 |
| SCALE: | 1"=10' |
| DRAWN: | JEE |
| DESIGN: | KMF |
| CHECKED: | AOB |


110 W. Dale Avenue
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928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.


| REVISIONS | | | |
|---|---|---|---|
| NO. | DESCRIPTION | DATE | BY |

Call at least two full working days before you dig, it's the law.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

ARIZONA811
Arizona Blue Stake, Inc.

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 10/12/22
ARIZONA, USA
expires 12/31/23

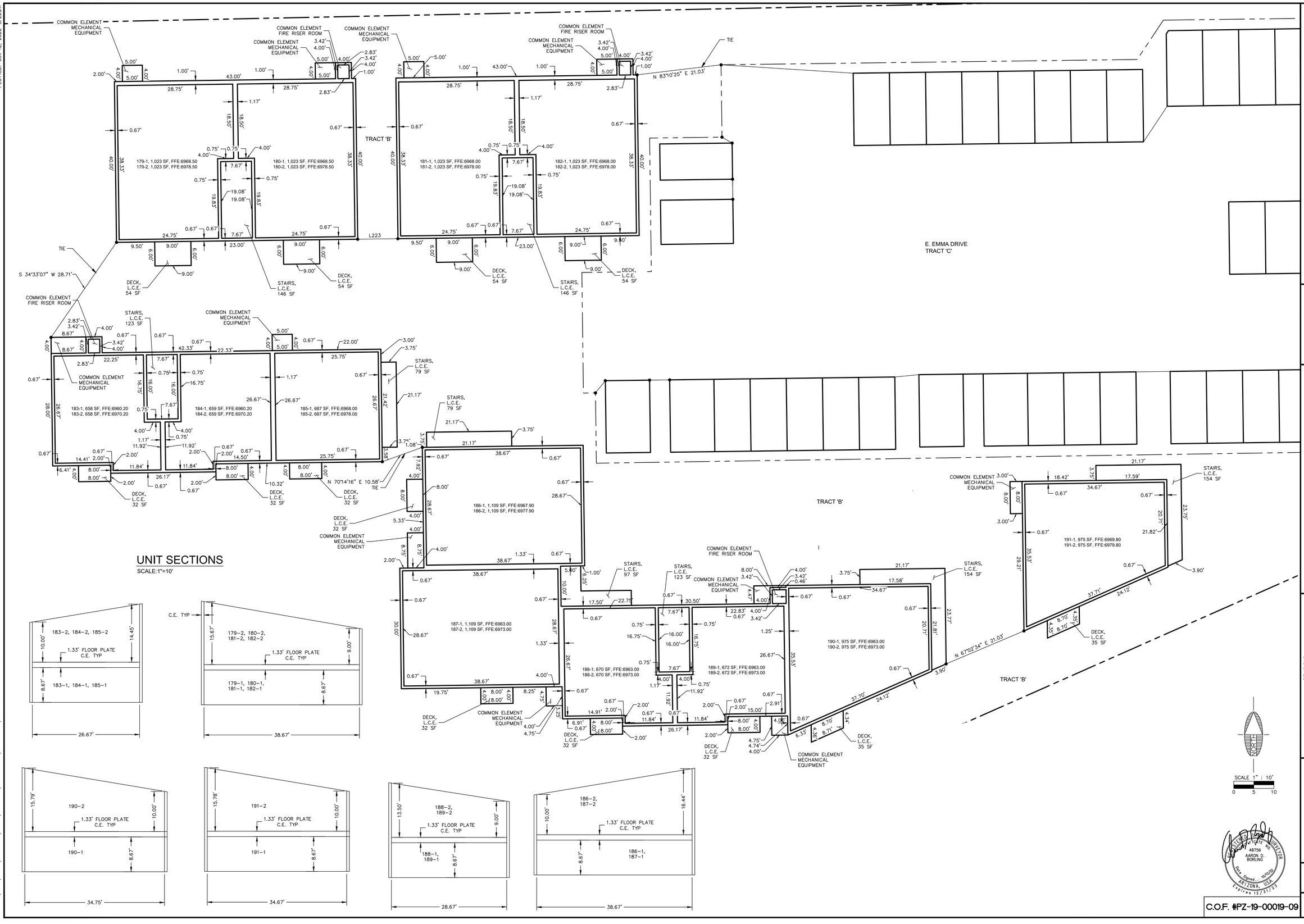
DRAWING NO.
FP04

SHT NO. 4 OF 6

C.O.F. #PZ-19-00019-09

FILE: P:\2019\19025\DRAWINGS\PLATS\REPLAT 2\CONDO PLAT\FINAL PLAT\19025 – CONDO PLAT.DWG KBAYER

PLOTTED: Oct 12, 2022 - 8:22am




## UNIT SECTIONS

SCALE:1"=10'




SCALE 1" : 10'

0 5 10


110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com


FLAGSTAFF ARIZONA

RIO HOMES UNIT 4 CONDO FINAL PLAT

# CONDO PLAT (3)

| | |
|---|---|
| JOB NO: | 19025 |
| DATE: | OCT 22 |
| SCALE: | 1"=10' |
| DRAWN: | JEE |
| DESIGN: | KMF |
| CHECKED: | ADB |

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | REVISIONS | | |

SWI Shephard Wesnitzer, Inc.

Call at least two full working days before you dig, it's the law! (602-263-1100)
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed 10/12/22
ARIZONA, U.S.A.
Expires 12/31/23

DRAWING NO.
FP05

SHT NO. 5 OF 6

C.O.F. #PZ-19-00019-09

FILE: P:\2019\19025\DRAWINGS\PLATS\REPLAT 2\CONDO PLAT\FINAL PLAT\19025 - CONDO PLAT.DWG KBAYER

PLOTTED: Oct 12, 2022–8:22am

S 86°22'13" E 32.93'

TIE, TYP

S 59°46'14" E
2.92'

182-1, 1,019 SF
182-2, 1,032 SF

PARKING SPACE NO. 2 (L.C.E.)

PARKING SPACE NO. 1 (L.C.E.)

S 69°41'04" E 25.00'

PARKING SPACE NO. 3 (L.C.E.)
PARKING SPACE NO. 4 (L.C.E.)
PARKING SPACE NO. 5 (L.C.E.)
PARKING SPACE NO. 6 (L.C.E.)
PARKING SPACE NO. 7 (L.C.E.)
PARKING SPACE NO. 8 (L.C.E.)
PARKING SPACE NO. 9 (L.C.E.)
PARKING SPACE NO. 10 (L.C.E.)

S 89°15'56" W 72.00'

N 33°37'21" E
10.63'

PARKING SPACE NO. 11 (L.C.E.)
PARKING SPACE NO. 12 (L.C.E.)
PARKING SPACE NO. 13 (L.C.E.)
PARKING SPACE NO. 14 (L.C.E.)
PARKING SPACE NO. 15 (L.C.E.)
PARKING SPACE NO. 16 (L.C.E.)
PARKING SPACE NO. 17 (L.C.E.)
PARKING SPACE NO. 18 (L.C.E.)
PARKING SPACE NO. 19 (L.C.E.)
PARKING SPACE NO. 20 (L.C.E.)

S 89°15'56" W 96.00'

E. EMMA DRIVE
TRACT 'C'

PARKING SPACE NO. 27 (L.C.E.)
PARKING SPACE NO. 26 (L.C.E.)
PARKING SPACE NO. 25 (L.C.E.)
PARKING SPACE NO. 24 (L.C.E.)
PARKING SPACE NO. 23 (L.C.E.)
PARKING SPACE NO. 22 (L.C.E.)
PARKING SPACE NO. 21 (L.C.E.)

S 89°15'56" W 63.00'

N 13°51'44" E
24.22'

N 39°04'17" E
3.91'

N 89°15'56" E 72.00'

N 84°30'07" E
6.02'

N 89°15'30" E 134.62'

PARKING SPACE NO. 47 (L.C.E.)
PARKING SPACE NO. 46 (L.C.E.)
PARKING SPACE NO. 45 (L.C.E.)
PARKING SPACE NO. 44 (L.C.E.)
PARKING SPACE NO. 43 (L.C.E.)
PARKING SPACE NO. 42 (L.C.E.)
PARKING SPACE NO. 41 (L.C.E.)
PARKING SPACE NO. 40 (L.C.E.)
PARKING SPACE NO. 39 (L.C.E.)
PARKING SPACE NO. 38 (L.C.E.)
PARKING SPACE NO. 37 (L.C.E.)
PARKING SPACE NO. 36 (L.C.E.)
PARKING SPACE NO. 35 (L.C.E.)
PARKING SPACE NO. 34 (L.C.E.)
PARKING SPACE NO. 33 (L.C.E.)
PARKING SPACE NO. 32 (L.C.E.)
PARKING SPACE NO. 31 (L.C.E.)
PARKING SPACE NO. 30 (L.C.E.)
PARKING SPACE NO. 29 (L.C.E.)
PARKING SPACE NO. 28 (L.C.E.)

TRACT 'B'

188-1, 672 SF
188-2, 672 SF

189-1, 672 SF
189-2, 672 SF

190-1, 977 SF
190-2, 977 SF

191-1, 975 SF
191-2, 975 SF

FILE: P:\2019\19025\DRAWINGS\PLATS\REPLAT 2\CONDO PLAT\FINAL PLAT\19025 – CONDO PLAT.DWG KBAYER

NORTH

SCALE 1" : 10'
0 5 10

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 9/1/23
ARIZONA, U.S.A.
Expires 12/31/23

C.O.F. #PZ-19-00019-09

FLAGSTAFF
ARIZONA

RIO HOMES UNIT 4 CONDO FINAL PLAT

# CONDO PLAT (4)

| | |
|---|---|
| JOB NO: | 19025 |
| DATE: | OCT 22 |
| SCALE: | 1"=10' |
| DRAWN: | JEE |
| DESIGN: | KMF |
| CHECKED: | ADB |


110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.


| REVISIONS | | | |
|---|---|---|---|
| NO. | DESCRIPTION | DATE | BY |
| | | | |

Call at least two full working days before you plan to excavate.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
ARIZONA811
Arizona Blue Stake, Inc.

DRAWING NO.
FP06

SHT NO. 6 OF 6

# Rio Homes Unit 4 Multi-Family

## Final Plat Amendment (PZ-19-00019-08)

## Final Condominium Plat (PZ-19-00019-09)

**City Council | November 1, 2022**

**Genevieve Pearthree | Senior Planner**

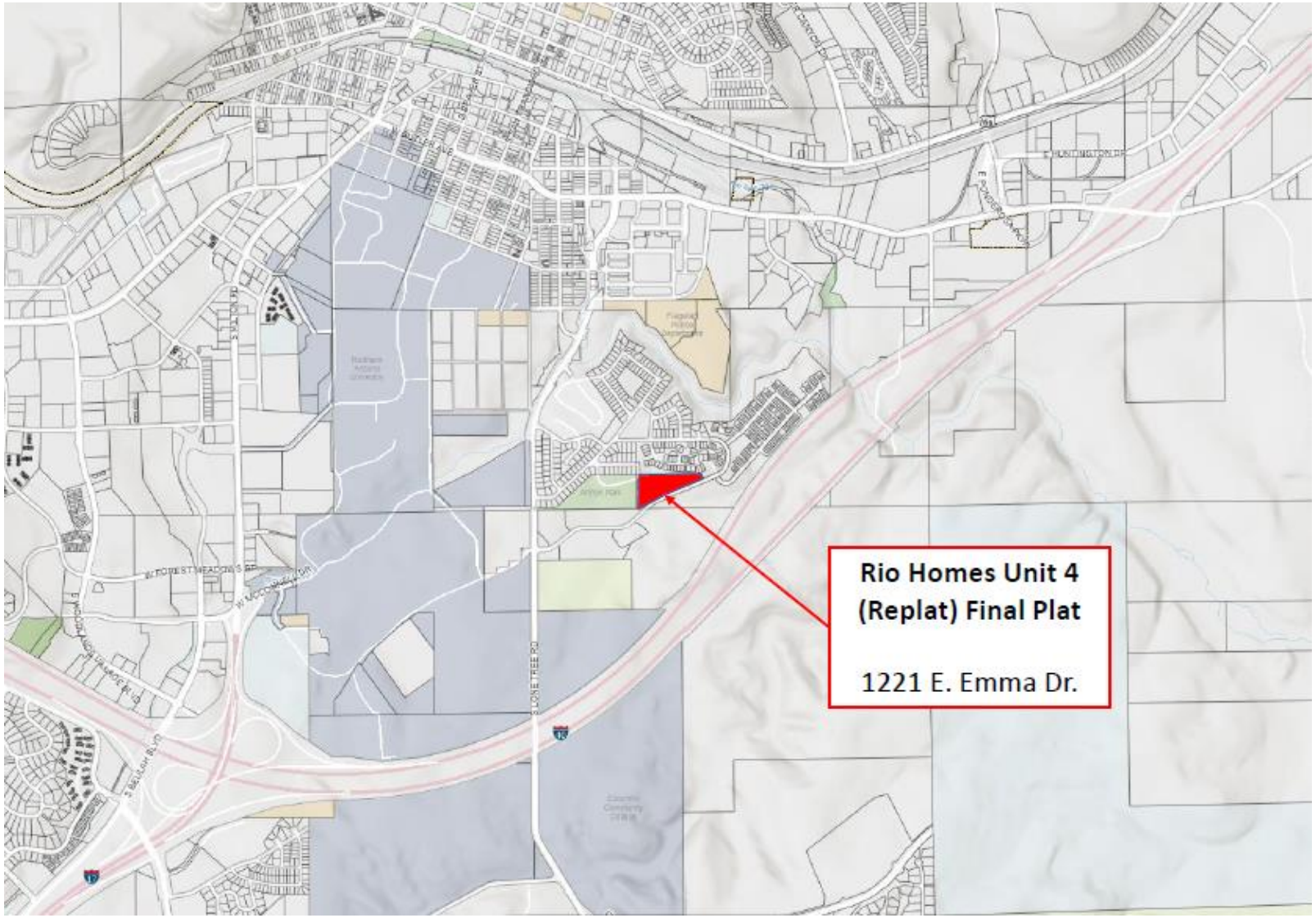
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

# Request Overview

- RP4V, LLC and RP40, LLC request approval of 2 Final Plats
  - Final Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-08)
  - Final Condominium Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-09)

***Purpose is to allow 40 new multifamily units to be sold individually as condominiums (project currently under construction as rental units)***

# Vicinity Map



# Site Information

- 1221 E. Emma Drive
- 5.1 acres
- Medium Density Residential (MR) zoning with a Resource Protection Overlay (RPO)
- Part of larger Rio Homes development
  - Original Rio Homes Unit 4 plat from 2005 proposed a variety of detached and attached residential building types across 21 lots and 9 tracts
  - 6 townhomes were built with detached garages (2 garages have accessory dwelling units on the second story)

# Site Information (continued)

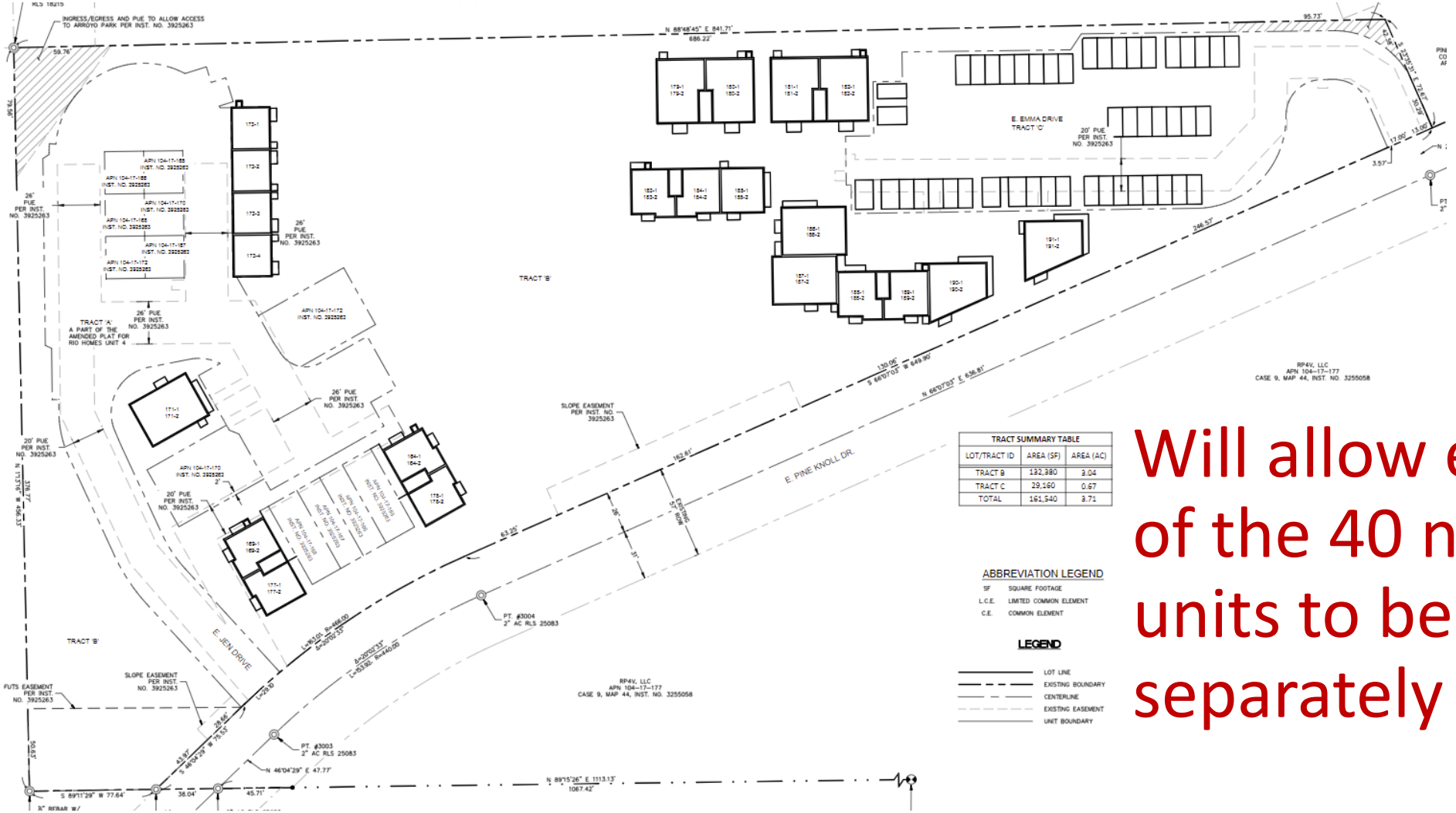
- City Council approved 1st amendment to Final Plat in October 2020
  - Maintained lot lines for developed townhomes and garages; removed most undeveloped lot lines
  - Allowed construction of 40 new multifamily residential units
- 40 new units currently under construction (building permits approved in November 2021)
- 46 units total (6 existing townhomes, 40 new units)

# Purpose of current requests

- Developer wants to turn 40 multifamily residential units into condominiums so that they can be sold individually (Condominium Plat PZ-19-00019-09)
- Current townhome plat (PZ-19-00019-08) must be amended before condominium plat can be approved to:
  - Erase lot lines for undeveloped townhome lots (condominiums are currently proposed in these locations)
  - Clarify parking and access issues between townhome and condominium owners
- City Council approved both Preliminary Plats in July 2022

# Condominium Plat (PZ-19-00019-09)

## Final Condominium Plat for Rio Homes Unit 4 Multi-Family




| TRACT SUMMARY TABLE | | |
|---|---|---|
| LOT/TRACT ID | AREA (SF) | AREA (AC) |
| TRACT B | 132,380 | 3.04 |
| TRACT C | 29,160 | 0.67 |
| TOTAL | 161,540 | 3.71 |

ABBREVIATION LEGEND

| | |
|---|---|
| SF | SQUARE FOOTAGE |
| L.C.E. | LIMITED COMMON ELEMENT |
| C.E. | COMMON ELEMENT |

LEGEND

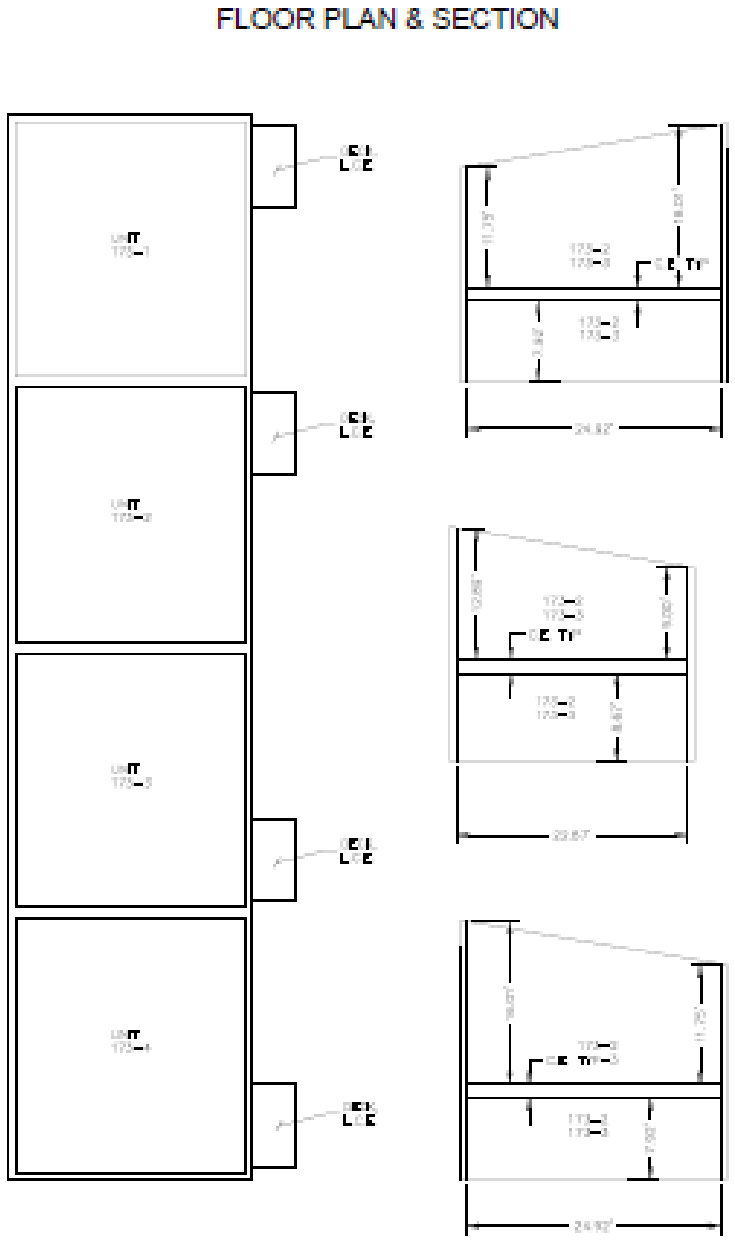
LOT LINE
EXISTING BOUNDARY
CENTERLINE
EXISTING EASEMENT
UNIT BOUNDARY

Will allow each of the 40 new units to be sold separately

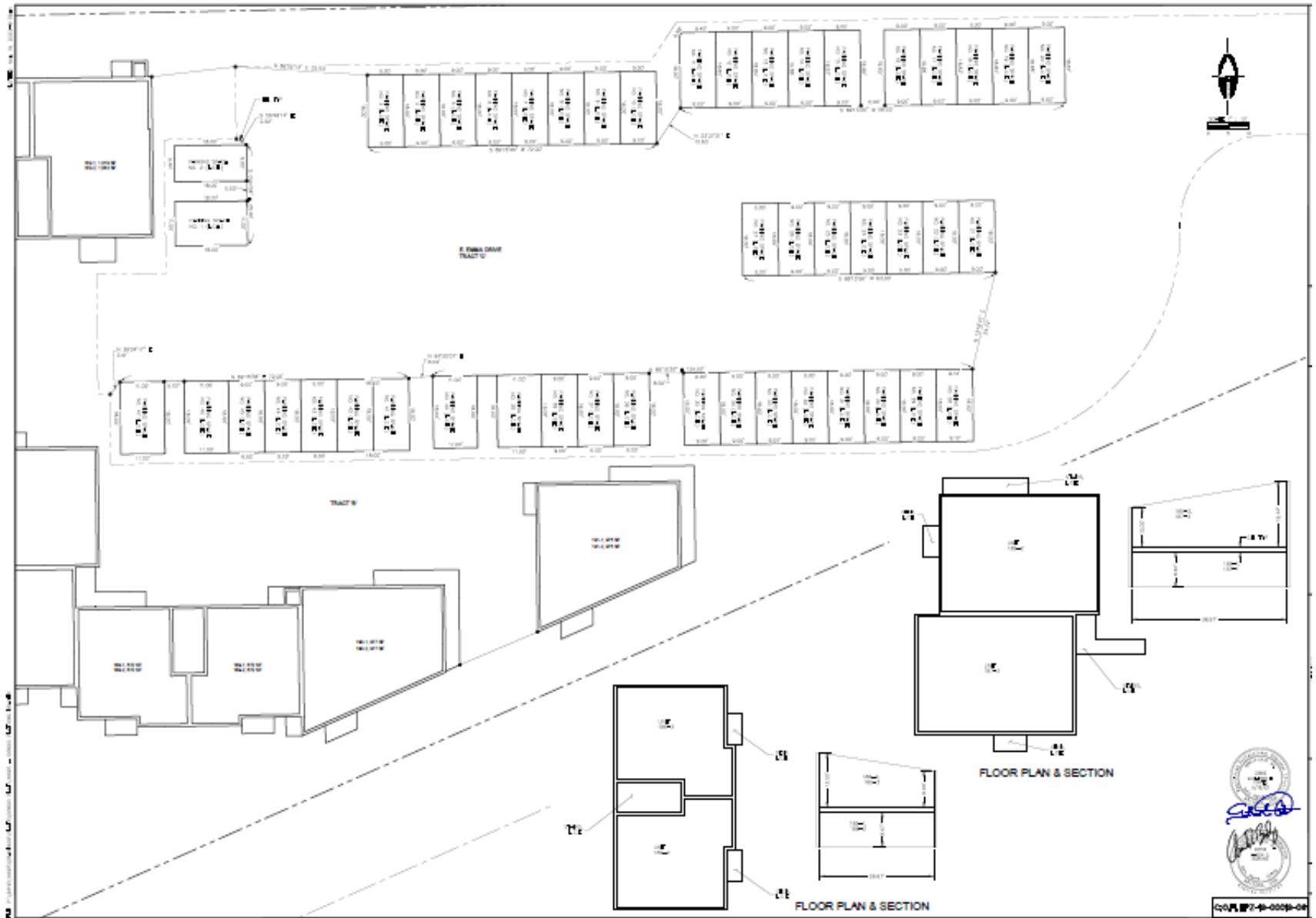
# Condominium Plat (PZ-19-00019-09)

Identifies vertical & horizontal boundaries of each unit (airspace)

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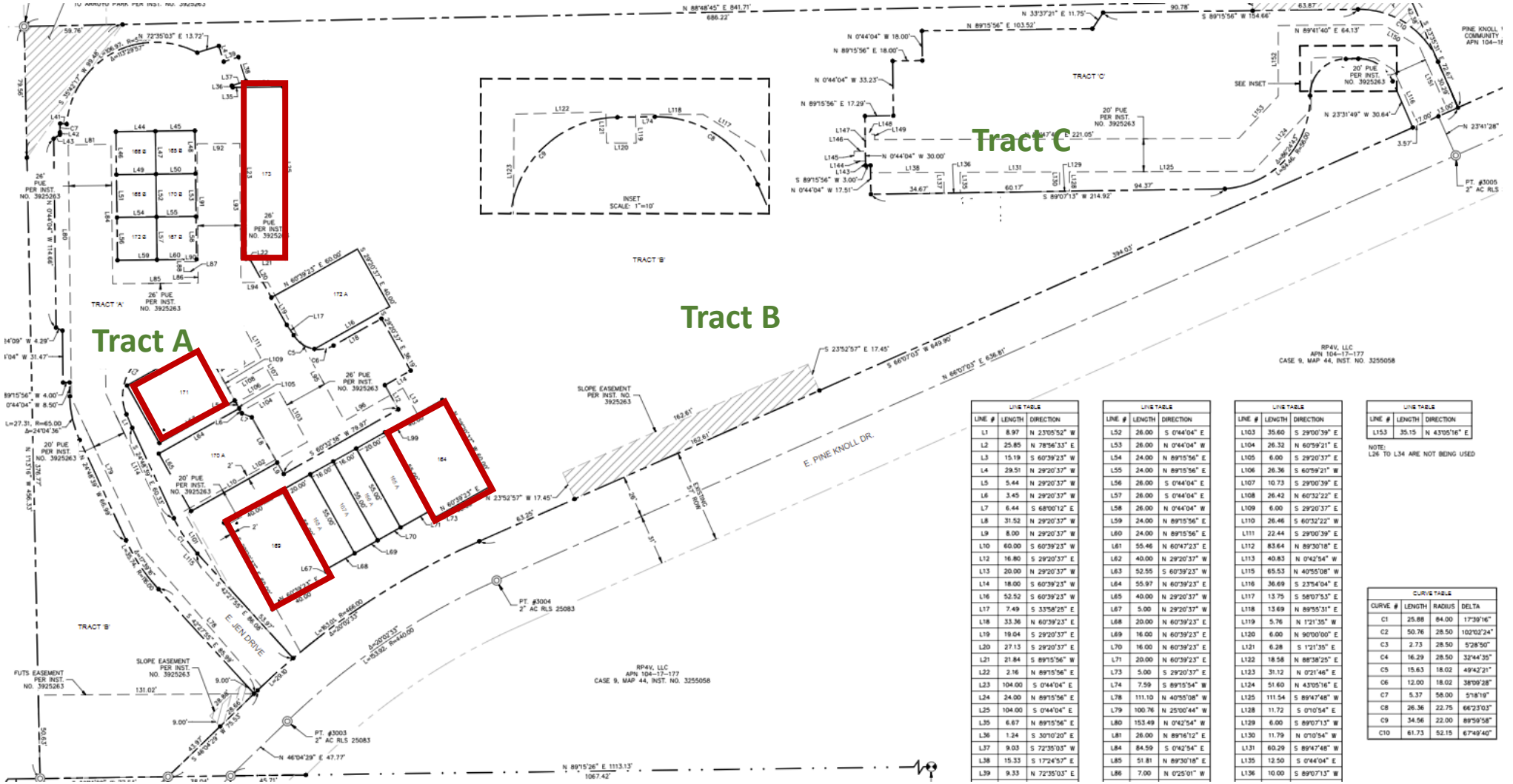


# Condominium Plat (PZ-19-00019-09)



# Townhome Plat (PZ-19-00019-08)

## Existing Final Plat for Rio Homes Unit 4 Multi-Family




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 8.97 | N 23°05'52" W |
| L2 | 25.85 | N 78°56'33" E |
| L3 | 15.19 | S 60°39'23" W |
| L4 | 29.51 | N 29°20'37" W |
| L5 | 5.44 | N 29°20'37" W |
| L6 | 3.45 | N 29°20'37" W |
| L7 | 6.44 | S 68°00'12" E |
| L8 | 31.52 | N 29°20'37" W |
| L9 | 8.00 | N 29°20'37" W |
| L10 | 60.00 | S 60°39'23" W |
| L12 | 16.80 | S 29°20'37" E |
| L13 | 20.00 | N 29°20'37" W |
| L14 | 18.00 | S 60°39'23" W |
| L16 | 52.52 | S 60°39'23" W |
| L17 | 7.49 | S 33°58'25" E |
| L18 | 33.36 | N 60°39'23" E |
| L19 | 19.04 | S 29°20'37" E |
| L20 | 27.13 | S 29°20'37" E |
| L21 | 21.84 | S 89°15'56" E |
| L22 | 2.16 | N 89°15'56" E |
| L23 | 104.00 | S 0°44'04" E |
| L24 | 24.00 | N 89°15'56" E |
| L25 | 104.00 | S 0°44'04" E |
| L35 | 6.67 | N 89°15'56" E |
| L36 | 1.24 | S 30°10'20" E |
| L37 | 9.03 | S 72°35'03" W |
| L38 | 15.33 | S 17°24'57" E |
| L39 | 9.33 | N 72°35'03" E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L52 | 26.00 | S 0°44'04" E |
| L53 | 26.00 | N 0°44'04" W |
| L54 | 24.00 | N 89°15'56" E |
| L55 | 24.00 | N 89°15'56" E |
| L56 | 26.00 | S 0°44'04" E |
| L57 | 26.00 | S 0°44'04" E |
| L58 | 26.00 | N 0°44'04" W |
| L59 | 24.00 | N 89°15'56" E |
| L60 | 24.00 | N 89°15'56" E |
| L61 | 55.46 | N 60°47'23" E |
| L62 | 40.00 | N 29°20'37" W |
| L63 | 52.55 | S 60°39'23" W |
| L64 | 55.97 | N 60°39'23" E |
| L65 | 40.00 | N 29°20'37" W |
| L67 | 5.00 | N 29°20'37" W |
| L68 | 20.00 | N 60°39'23" E |
| L69 | 16.00 | N 60°39'23" E |
| L70 | 16.00 | N 60°39'23" E |
| L71 | 20.00 | N 60°39'23" E |
| L73 | 5.00 | S 29°20'37" E |
| L74 | 7.59 | S 89°15'54" W |
| L78 | 111.10 | N 40°55'08" W |
| L79 | 100.76 | N 25°00'44" W |
| L80 | 153.49 | N 0°42'54" W |
| L81 | 26.00 | N 89°16'12" E |
| L84 | 84.59 | S 0°42'54" E |
| L85 | 51.81 | N 89°30'18" E |
| L86 | 7.00 | N 0°25'01" W |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L103 | 35.60 | S 29°00'39" E |
| L104 | 26.32 | N 60°59'21" E |
| L105 | 6.00 | S 29°20'37" E |
| L106 | 26.36 | S 60°59'21" W |
| L107 | 10.73 | S 29°00'39" E |
| L108 | 26.42 | N 60°32'22" E |
| L109 | 6.00 | S 29°20'37" E |
| L110 | 26.46 | S 60°32'22" W |
| L111 | 22.44 | S 29°00'39" E |
| L112 | 83.64 | N 89°30'18" E |
| L113 | 40.83 | N 0°42'54" W |
| L115 | 65.53 | N 40°55'08" W |
| L116 | 36.69 | S 23°54'04" E |
| L117 | 13.75 | S 58°07'53" E |
| L118 | 13.69 | N 89°55'31" E |
| L119 | 5.76 | N 1°21'35" W |
| L120 | 6.00 | N 90°00'00" E |
| L121 | 6.28 | S 1°21'35" E |
| L122 | 18.58 | N 88°38'25" E |
| L123 | 31.12 | N 0°21'46" E |
| L124 | 51.60 | N 43°05'16" E |
| L125 | 111.54 | S 89°47'48" W |
| L128 | 11.72 | S 0°10'54" E |
| L129 | 6.00 | S 89°07'13" W |
| L130 | 11.79 | N 0°10'54" W |
| L131 | 60.29 | S 89°47'48" W |
| L135 | 12.50 | S 0°44'04" E |
| L136 | 10.00 | S 89°07'13" W |

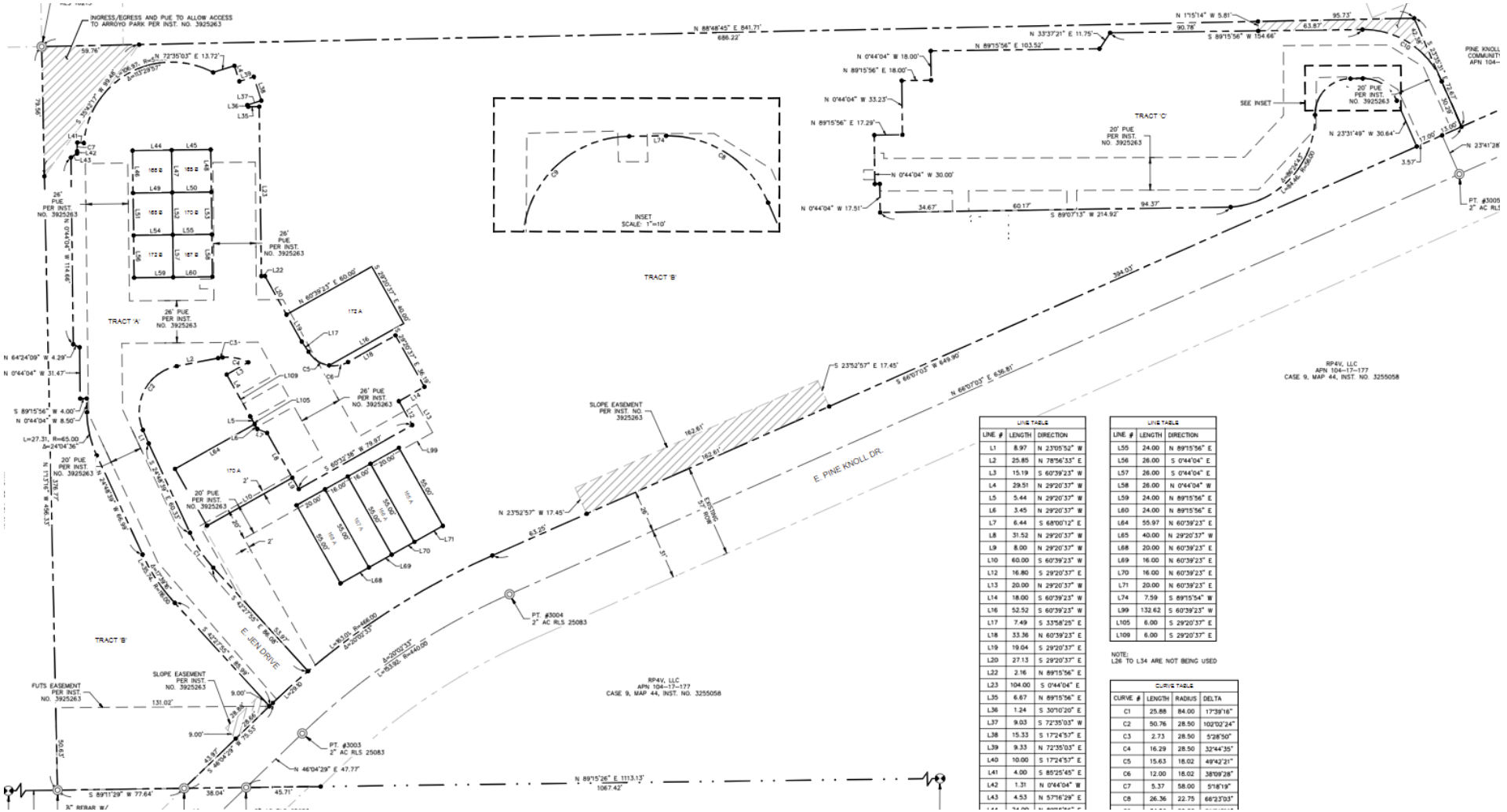
| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L153 | 35.15 | N 43°05'16" E |

NOTE:
L26 TO L34 ARE NOT BEING USED

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA |
| C1 | 25.88 | 84.00 | 17°39'16" |
| C2 | 50.76 | 28.50 | 102°02'24" |
| C3 | 2.73 | 28.50 | 5°28'50" |
| C4 | 16.29 | 28.50 | 32°44'35" |
| C5 | 15.63 | 18.02 | 49°42'21" |
| C6 | 12.00 | 18.02 | 38°09'28" |
| C7 | 5.37 | 58.00 | 5°18'19" |
| C8 | 26.36 | 22.75 | 66°23'03" |
| C9 | 34.56 | 22.00 | 89°59'58" |
| C10 | 61.73 | 52.15 | 67°49'40" |

# Townhome Plat (PZ-19-00019-08)

## 2nd Amendment to Final Plat for Rio Homes Unit 4 Multi-Family




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 8.97 | N 23°05'52" W |
| L2 | 25.85 | N 78°56'33" E |
| L3 | 15.19 | S 60°39'23" W |
| L4 | 29.51 | N 29°20'37" W |
| L5 | 5.44 | N 29°20'37" W |
| L6 | 3.45 | N 29°20'37" W |
| L7 | 6.44 | S 68°00'12" E |
| L8 | 31.52 | N 29°20'37" W |
| L9 | 8.00 | N 29°20'37" W |
| L10 | 60.00 | S 60°39'23" W |
| L12 | 16.80 | S 29°20'37" E |
| L13 | 20.00 | N 29°20'37" W |
| L14 | 18.00 | S 60°39'23" W |
| L16 | 52.52 | S 60°39'23" W |
| L17 | 7.49 | S 33°58'25" E |
| L18 | 33.36 | N 60°39'23" E |
| L19 | 19.04 | S 29°20'37" E |
| L20 | 27.13 | S 29°20'37" E |
| L22 | 2.16 | N 89°15'56" E |
| L23 | 104.00 | S 0°44'04" E |
| L35 | 6.67 | N 89°15'56" E |
| L36 | 1.24 | S 30°10'20" E |
| L37 | 9.03 | S 72°35'03" W |
| L38 | 15.33 | S 17°24'57" E |
| L39 | 9.33 | N 72°35'03" E |
| L40 | 10.00 | S 17°24'57" E |
| L41 | 4.00 | S 85°25'45" E |
| L42 | 1.31 | N 0°44'04" W |
| L43 | 4.53 | N 57°16'29" E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L55 | 24.00 | N 89°15'56" E |
| L56 | 26.00 | S 0°44'04" E |
| L57 | 26.00 | S 0°44'04" E |
| L58 | 26.00 | N 0°44'04" W |
| L59 | 24.00 | N 89°15'56" E |
| L60 | 24.00 | N 89°15'56" E |
| L64 | 55.97 | N 60°39'23" E |
| L65 | 40.00 | N 29°20'37" W |
| L68 | 20.00 | N 60°39'23" E |
| L69 | 16.00 | N 60°39'23" E |
| L70 | 16.00 | N 60°39'23" E |
| L71 | 20.00 | N 60°39'23" E |
| L74 | 7.59 | S 89°15'54" W |
| L99 | 132.62 | S 60°39'23" W |
| L105 | 6.00 | S 29°20'37" E |
| L109 | 6.00 | S 29°20'37" E |

NOTE:
L26 TO L34 ARE NOT BEING USED

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA |
| C1 | 25.88 | 84.00 | 17°39'18" |
| C2 | 50.76 | 28.50 | 102°02'24" |
| C3 | 2.73 | 28.50 | 5°28'50" |
| C4 | 16.29 | 28.50 | 32°44'35" |
| C5 | 15.63 | 18.02 | 49°42'21" |
| C6 | 12.00 | 18.02 | 38°08'28" |
| C7 | 5.37 | 58.00 | 5°18'19" |
| C8 | 26.36 | 22.75 | 66°23'03" |

# Findings and Recommendation

## Required Findings

- Both plats meet **the required findings for approval,** which include conformance with:
  - City Code Title 10, Flagstaff Zoning Code
  - City Code Title 11, General Plans and Subdivisions
  - City Code Title 13, Engineering Design Standards and Specifications

## Staff Recommendation

- **City Council approve both plats** and authorize the Mayor to sign both plats when notified by staff that all documents are ready for signature and recordation

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Genevieve Pearthree, Senior Planner |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Final Plat:** RP4V, LLC and RP40, LLC request approval of the Final Plat for Rio Homes Unit 4 Multi-Family, a 6-unit multi-family residential townhome subdivision (PZ-19-00019-08). The 5.1-acre site is located at 1221 East Emma Drive in the MR, Medium Density Residential Zone, and has a Resource Protection Overlay (RPO).

**STAFF RECOMMENDED ACTION:**

Approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

**Executive Summary:**

A request for approval of the Final Plat for Rio Homes Unit 4 Multi-Family, a 6-unit multi-family residential townhome subdivision. The developer is proposing to amend the previous Rio Homes Unit 4 plat to erase existing lot lines, and clarify parking and access issues, so that 40 additional multifamily residential housing units currently being built on the site can be sold individually as condos (the condominium plat is being processed concurrently through the Final Condominium Plat for Rio Homes Unit 4 Multi-Family, application number: PZ-19-00019-09).

**Financial Impact:**

No financial impacts are anticipated with this Final Plat.

**Policy Impact:**

No policy impacts are affiliated with this Final Plat.

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

Carbon Neutrality Plan

- DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

PBB Key Community Priorities/Objectives

- Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Regional Plan Policies and Goals

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

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

- 2002: City Council approved the Ordinance No. 2002-03, An Ordinance Authorizing the Sale of City Owned Real Property for Affordable Housing in the Rio Homes Development
- 2005: City Council approved the Rio Homes Final Plat
- October 20, 2020: City Council approved the to the Rio Homes Unit 4 Final Plat (first plat amendment)
- July 7, 2022: City Council approved the Preliminary Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-07; this is the second plat amendment) and the Preliminary Condominium Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-06; this is the concurrent condominium plat).

**Options and Alternatives:**

1. Approve the Final Plat with no conditions.
2. Approve the Final Plat with conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Standards and Specifications for New Infrastructure.

**Background/History:**

Development History

The subject site is located at located at 1221 E. Emma Dr. on the north side of East Pine Knoll Drive and east of Lone Tree Road. The Rio Homes Unit 4 development was originally intended in the mid-2000s to be a cohousing type of community and included a larger parcel intended for a common house. The original 2005 subdivision plat proposed variety of detached and attached residential building types across 21 lots and 9 tracts. The only structures from the original development plan that were ultimately built were six townhome units, each with an associated detached garage (two of the garages have an accessory dwelling unit on the second floor).

A first amendment to the Rio Homes Unit 4 subdivision was approved by City Council in 2020 (and recorded in 2021) to allow for the development of 40 additional multi-family residential units.The amendment modified the 2005 plat to create 12 lots and 3 tracts to allow for the development of 40 multifamily residential units (rental apartments). It maintained the lot lines for the townhomes and garages that had already been developed but removed most of the lot lines that had not been developed. City staff approved the Site Plan for the 40 residential units on March 26, 2020 (Civil Plans were approved on July 10, 2020, and Building Permits were approved on November 11, 2021).

The developer has decided to turn the 40 multifamily residential units into condominiums so that they can be sold individually. The condominiums are located on Tracts B and C the Final Plat for Rio Homes Unit 4 Multifamily and are being processed concurrently in a separate application (Final Condominium Plat for Rio Homes Unit 4 Multifamily PZ-19-00019-09).

The Final Plat for Rio Homes Unit 4 Multifamily is a second amendment to the Rio Homes Unit 4 subdivision plat. The purpose of the request is to erase the property lines for four townhome lots that were never developed so that the multifamily residential units being built in these locations can be sold individually. The amendment also clarifies parking/access between the townhome and condominium owners. Staff also administratively approved this plat on October 3, 2022

Type of Plat
This second amendment to the Final Plat for Rio Homes Unit 4 Multi-Family is for a townhome subdivision consisting of 6 townhome lots and associated garages. All areas in the subdivision not allocated as lots are reserved as tracts. There are three tracts. The purposes of Tract A are: access, ingress/egress, parking, common element, and open space. The purposes of Tract B are: common element, open space, resource protection, drainage maintenance easement, and multifamily development. The purposes of Tract C are: ingress/egress, parking, common element, and open space.

**Key Considerations:**

The City Council shall find the Final Plat meets the findings for approval, which is compliance with the following City Code sections:

1. City Code Title 10, Flagstaff Zoning Code
2. City Code Division 11-20, Subdivision and Land Split Regulations
3. City Code Title 13, Engineering Design Standards and Specifications

**Community Benefits and Considerations:**

This amendment will facilitate the addition of 40 new for-sale housing units to the existing six townhome units on the Rio Homes Unit 4 site (through the concurrent Final Plat for Rio Homes Unit 4 Condominiums, case number PZ-19-00019-09). The new housing will be a mix of one-bedroom and two-bedroom apartments.

**Community Involvement:**

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of a Final Plat subdivision review process.

---

**Attachments:** Application
Final Plat
Presentation

# 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

## Application for Subdivision Review

| Date Received | | File Number |
|---|---|---|

| | | |
|---|---|---|
| **Property Owner(s)**<br>RP4V LLC & RP40 LLC | | **Phone** |
| **Mailing Address**<br>2410 E. Route 66 | **City, State, Zip**<br>Flagstaff, AZ 86004 | **Email**<br>tom@aznorth.com |
| **Applicant(s)**<br>AZ North Realty | | **Phone** |
| **Mailing Address**<br>2410 E. Route 66 | **City, State, Zip**<br>Flagstaff, AZ 86004 | **Email** |
| **Project Representative**<br>Blake Schraufnagel | | **Phone**<br>928-774-6637 |
| **Mailing Address**<br>2410 E. Route 66 | **City, State, Zip**<br>Flagstaff, AZ 86004 | **Email**<br>blake@schraufrealestate.com |

**Requested Review:**

- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☐ Preliminary Plat
- ■ Final Plat- Council Amendment

| | | | |
|---|---|---|---|
| **Project Name:**<br>Rio Homes Unit 4 | **Site Address**<br>Emma Drive & Jen Drive | | **Parcel Number**<br>104-17-154 through 107-17-187 |
| **Proposed Use**<br>Residential - Apartments | **Existing Use**<br>Residential - Apartments | | **Subdivision, Tract & Lot Number**<br>Rio Homes Unit 4 |
| **Zoning District**<br>Medium Density Residential (MR) | **Regional Plan Category**<br>Suburban | **Flood Zone**<br>Zone X | **Size of Site (Sq. ft. or Acres)**<br>5.1 acres |

**Property Information:**

- ☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ■ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ■ No Subject property is undeveloped land?

| Surrounding Uses | North | South | East | West |
|---|---|---|---|---|
| (Res, Com, Ind) | Residential | Residential/Undeveloped | Residential | Public Facility - Park |

| Proposed Use: | Number of Lots | Number of Units | Number of acres per use | Building Square Feet |
|---|---|---|---|---|
| Residential - Apartments | 9 lots/tracts | 9 lots/tracts | 5.1 acres | |

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

| Property Owner Signature: (required) | Date: | Applicant Signature: | Date: |
|---|---|---|---|
| [signature] | 7/29/22 | | |

## For City Use

| | | |
|---|---|---|
| **Date Filed:** | **Case Number (s)** | |
| **P & Z Hearing Date:** | **Publication and Posting Date:** | |
| **Council Hearing Date:** | **Publication and Posting Date:** | |
| **Fee Receipt Number:** | **Amount:** | **Date:** |

| Action by Planning and Zoning Commission: | Action By City Council: |
|---|---|
| ☐ Approved | ☐ Approved |
| ☐ Denied | ☐ Denied |
| ☐ Continued | ☐ Continued |

| Staff Assignments | Planning | Engineering | Fire | Public Works/Utilities | Stormwater |
|---|---|---|---|---|---|
| | | | | | |

PLOTTED: Oct 10, 2022-3:12pm

## DEDICATION

STATE OF ARIZONA }
} SS.
COUNTY OF COCONINO }

KNOW ALL PERSONS BY THESE PRESENTS: THAT RP4V, LLC AND RP4O, LLC AS ("OWNER" AND/OR "GRANTOR") HAS RE-PLATTED THAT PARCEL OF LAND KNOWN AS 'UNIT 4' OF THE RIO HOMES SUBDIVISION, ACCORDING TO CASE 9, MAP 44, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA, LOCATED IN SOUTH HALF OF SECTION OF 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE 'FINAL PLAT FOR RIO HOMES UNIT 4 MULTI-FAMILY' AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO THE RIO HOMES UNIT 4 HOME OWNERS ASSOCIATION (HOA) TRACT 'A', TRACT 'B', AND TRACT 'C' AS SHOWN HEREON FOR THE PURPOSES AS DESCRIBED IN THE CC&RS AND AS DESCRIBED ON THIS PLAT.

GRANTOR HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS, INC., AND ITS SUCCESSORS AND ASSIGNS ALL AREAS ON THIS PLAT MARKED "PUE", TRACT 'A', TRACT 'B', TRACT 'C', AND THE PROPERTY DESIGNATED AS "COMMON AREA OR AREAS" AS A UTILITY EASEMENT TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

EASEMENTS DEDICATED
GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT.

EASEMENT GENERAL CONDITIONS: ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:
a. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
b. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
c. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
d. IN THE EVENT THE GRANTEE HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, GRANTEE MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE GRANTEE'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
e. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS. GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS-OF-WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE.").

INTERIM LIABILITY
GRANTOR DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY UNTIL THE ACCEPTANCE DATE.

IN WITNESS WHEREOF, GRANTOR(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED THIS _____ DAY OF _____ 20__.

BY: RP4V, LLC

BY: _____
MICHAEL CUNNINGHAM
ITS: MANAGING MEMBER

BY: RP4O, LLC

BY: _____
MICHAEL CUNNINGHAM
ITS: MANAGING MEMBER

## ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS.
COUNTY OF COCONINO }

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT RP4V, LLC. AND RP4O, LLC AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

## CITY OF FLAGSTAFF CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE _____ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE INTER-DIVISION STAFF REVIEW OF THE CITY OF FLAGSTAFF, ARIZONA ON THE _____ DAY OF _____, 20__.

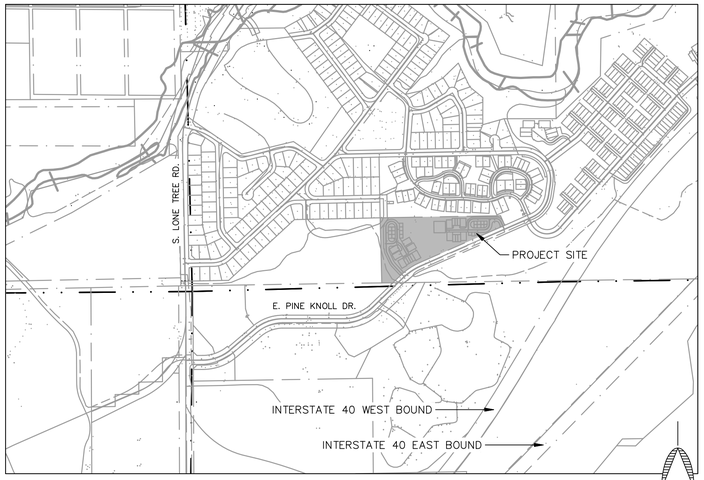
BY: _____
CITY ENGINEER

BY: _____
PLANNING DIRECTOR

# FINAL PLAT
## FOR
# RIO HOMES UNIT 4 MULTI-FAMILY
## FLAGSTAFF, ARIZONA

AN AMENDED PLAT FOR RIO HOMES UNIT 4, ACCORDING TO THE FINAL PLAT FOR RIO HOMES UNIT 4, INSTRUMENT #3925263, OFFICIAL RECORDS COCONINO COUNTY, ARIZONA.

LOCATED IN SOUTH HALF OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA




VICINITY MAP
1"=500'

### PROJECT OWNER/DEVELOPER:
RP4O, LLC & RP4V, LLC
THOMAS BREWSTER, MANAGER
2410 E. ROUTE 66
FLAGSTAFF, AZ 86004
(928) 774-6637

### CIVIL ENGINEER:
SHEPHARD WESNITZER INC.
GUILLERMO E. CORTES, PE #33983
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

### SURVEYOR:
SHEPHARD-WESNITZER, INC.
AARON BORLING, RLS #48756
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

## LEGEND

ROW BOUNDARY
EX. EASEMENT
ROAD CENTERLINE
LOT LINE
EASEMENT
SECTION LINE
FOUND MONUMENTS
SECTION CORNER AS NOTED
CALCULATED POINT

### Sheet List Table

| Sheet Number | Drawing Number | Sheet Title |
|---|---|---|
| 1 | FP01 | COVER SHEET |
| 2 | FP02 | EXISTING BOUNDARIES & EASEMENTS |
| 3 | FP03 | FINAL PLAT |

## PROJECT INFORMATION

RIO HOMES UNIT 4
EMMA DRIVE & JEN DRIVE
FLAGSTAFF, AZ 86001

NUMBER OF LOTS/TRACTS: 9
GROSS/NET AREA: 5.1 ACRES
EXISTING ZONING: MR (MEDIUM DENSITY RESIDENTIAL)

### SUMMARY OF TRACTS

TRACT A: 31,057 SF, 0.71 ACRES
TRACT B: 149,890 SF, 3.44 ACRES
TRACT C: 29,160 SF, 0.67 ACRES

THE OWNER HEREBY DEDICATES THE FOLLOWING TRACTS TO THE HOME OWNERS ASSOCIATION:

TRACT 'A' FOR THE PURPOSES OF INGRESS/EGRESS, PARKING, COMMON AREA/OPEN SPACE, AND FOR THE PURPOSES AS DESCRIBED IN THE CC&RS.

TRACT 'B' FOR THE PURPOSES OF COMMON AREA/OPEN SPACE, RESOURCE PROTECTION, DRAINAGE MAINTENANCE EASEMENT, FUTURE DEVELOPMENT AND FOR THE PURPOSES AS DESCRIBED IN THE CC&RS.

TRACT 'C' FOR THE PURPOSE OF COMMON AREA/OPEN SPACE, INGRESS/EGRESS, PARKING, AND FOR THE PURPOSES AS DESCRIBED IN THE CC&RS.

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. THE HOA SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR ALL DETENTION FACILITIES; AND THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THE REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.
5. THE HOA SHALL MAINTAIN THE ALL COMMON AREAS NOTED HEREON AS 'TRACTS'.
6. RP4V, LLC SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY OF THE PRIVATE ONSITE SEWER MAIN WITHIN EMMA DRIVE AS ACKNOWLEDGED BY LETTER BY THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) BY FILE NO. 95451 (LTF), DATED 8/15/2022.
7. ALL EXISTING EASEMENTS SHOWN HEREON WERE DEDICATED PER THE FINAL PLAT FOR RIO HOMES, INST. NO. 3925263
8. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS (CC&RS) FOR 'FINAL PLAT FOR RIO HOMES UNIT 4 MULTI-FAMILY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT, RECORDED UNDER INSTRUMENT #_____.
9. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
10. TOPOGRAPHIC, BOUNDARY, EASEMENTS, AND EXISTING IMPROVEMENTS WERE PROVIDED BY THE CITY OF FLAGSTAFF AND ARE FROM A RECORD OF SURVEY, RECORDED IN BOOK 18, PAGES 3 AND 3A, PREPARED BY WFM, INC. ENGINEERS AND SURVEYORS AND SEALED BY JAMES A. FOLKERS ON 9-7-2001. A SUPPLEMENTAL TOPOGRAPHIC SURVEY WAS PERFORMED BY SHEPHARD-WESNITZER, INC., DATED 8-13-2019.

### LEGAL DESCRIPTION

RIO HOMES UNIT 4, ACCORDING TO THE CITY OF FLAGSTAFF FINAL PLAT FOR RIO HOMES UNIT 4, INSTRUMENT #3925263, OFFICIAL RECORDS OF COCONINO COUNTY, LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA.

### FEMA FLOODPLAIN

THE SUBJECT PARCEL IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6816G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

### RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. BASED ON THE APPROVED RIO HOMES NATURAL RESOURCE PROTECTION PLAN FOR UNIT 4, DATED FEBRUARY 18, 2021, AND THE PROPOSED DEVELOPMENT, THERE ARE RESOURCES THAT REQUIRE PRESERVATION.

### UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773-6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

## UTILITY COMPANY APPROVAL

### ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 7/19/2022
BY: CHAD BROOKS DATE:

### UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 7/19/2022
BY: MARTIN CONBOY DATE:

### CENTURYLINK
KEVIN WAGNER (FOR MANNY HERNANDEZ – BY LETTER)
BY: MANUEL HERNANDEZ DATE: 8/10/2022

### ALTICE USA
SANFORD YAZZIE (BY LETTER) 7/21/2022
BY: SANFORD YAZZIE DATE:

### CERTIFICATE OF LAND SURVEYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THE PLAT IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE PLAT AND THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 10/10/22
ARIZONA, USA
Expires 12/31/23

_____
Aaron D. Borling, RLS 48756

C.O.F. #PZ-19-00019-08

FLAGSTAFF ARIZONA

RIO HOMES UNIT 4 AMENDED FINAL PLAT

COVER SHEET

JOB NO: 19025
DATE: OCT 22
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: KMF/JEE
CHECKED: ADB


110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swoz.com
Shephard Wesnitzer, Inc.


REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|

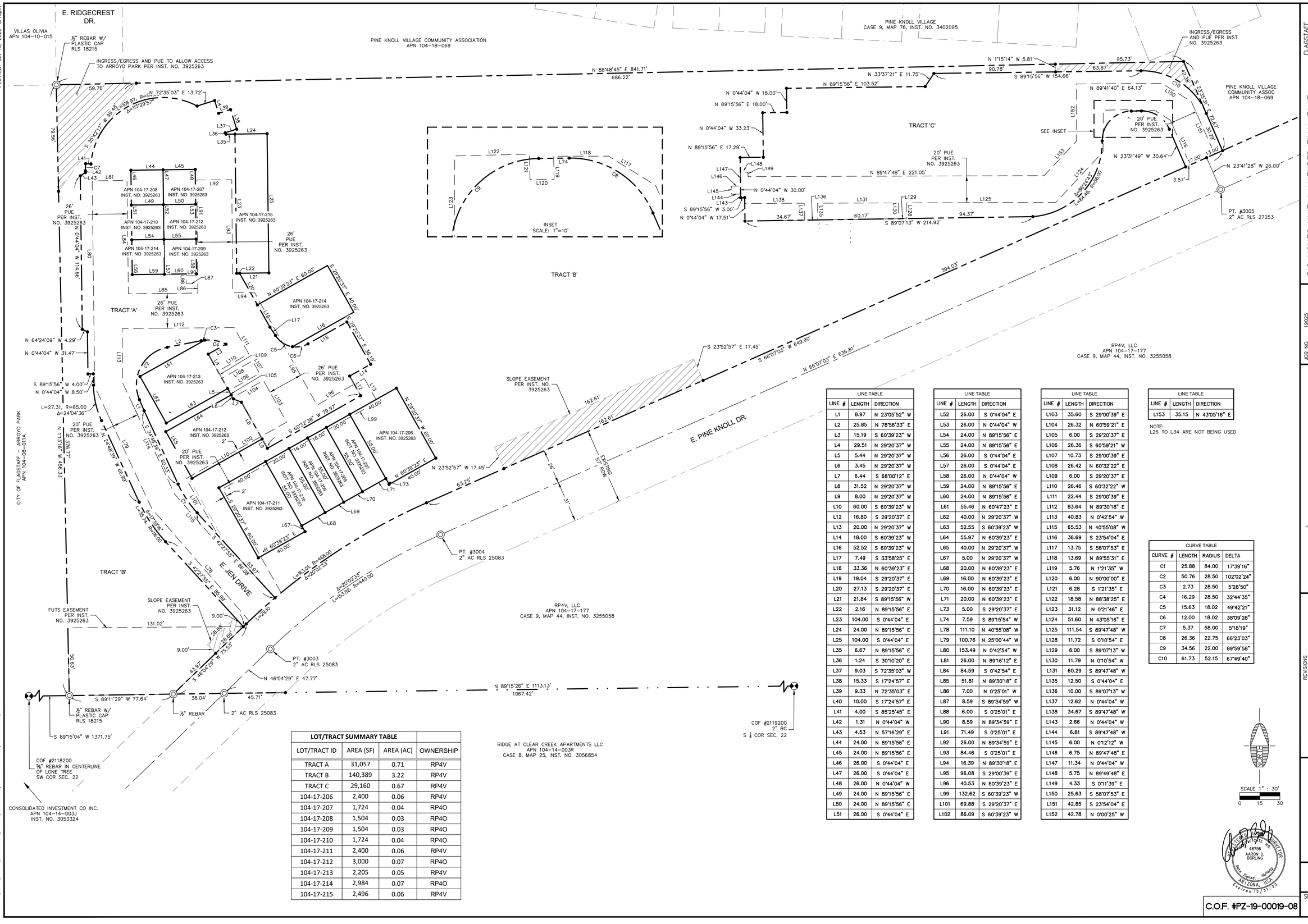
Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP01

SHT NO. 1 OF 3

FILE: P:\2019\19025\DRAWINGS\PLATS\REPLAT 2\AMENDED PLAT\FINAL PLAT\19025 - COVER SHEET.DWG KRAYER

PLOTTED: Oct 10, 2022–3:13pm


E. RIDGECREST DR.
VILLAS OLIVIA APN 104–10–015
⅝" REBAR W/ PLASTIC CAP RLS 18215
INGRESS/EGRESS AND PUE TO ALLOW ACCESS TO ARROYO PARK PER INST. NO. 3925263
PINE KNOLL VILLAGE COMMUNITY ASSOCIATION APN 104–18–069
PINE KNOLL VILLAGE CASE 9, MAP 76, INST. NO. 3402095
INGRESS/EGRESS AND PUE PER INST. NO. 3925263
PINE KNOLL VILLAGE COMMUNITY ASSOC APN 104–18–069
N 88°48'45" E 841.71'
686.22'
N 1°15'14" W 5.81'
N 33°37'21" E 11.75'
N 89°15'56" E 103.52'
S 89°15'56" W 154.66'
N 89°41'40" E 64.13'
95.73'
90.78'
63.87'
TRACT 'C'
SEE INSET
20' PUE PER INST. NO. 3925263
N 0°44'04" W 18.00'
N 89°15'56" E 18.00'
N 0°44'04" W 33.23'
N 89°15'56" E 17.29'
N 0°44'04" W 30.00'
S 89°15'56" W 3.00'
N 0°44'04" W 17.51'
20' PUE PER INST. NO. 3925263
N 89°47'48" E 221.05'
S 89°07'13" W 214.92'
34.67'
60.17'
94.37'
3.57'
N 23°31'49" W 30.64'
N 23°41'28" W 26.00'
PT. #3005 2" AC RLS 27253
INSET SCALE: 1"=10'
TRACT 'B'
26' PUE PER INST. NO. 3925263
TRACT 'A'
APN 104-17-208 INST. NO. 3925263
APN 104-17-207 INST. NO. 3925263
APN 104-17-210 INST. NO. 3925263
APN 104-17-212 INST. NO. 3925263
APN 104-17-214 INST. NO. 3925263
APN 104-17-209 INST. NO. 3925263
APN 104-17-215 INST. NO. 3925263
N 64°24'09" W 4.29'
N 0°44'04" W 31.47'
S 89°15'56" W 4.00'
N 0°44'04" W 8.50'
L=27.31, R=65.00 Δ=24°04'36"
20' PUE PER INST. NO. 3925263
N 24°48'39" W 66.79'
CITY OF FLAGSTAFF – ARROYO PARK APN 104–08–011A
L=35.74, R=75.00 Δ=27°18'39"
S 42°27'55" E 85.06'
S 42°27'55" E 85.99'
L=58.10
TRACT 'B'
E. JEN DRIVE
SLOPE EASEMENT PER INST. NO. 3925263
FUTS EASEMENT PER INST. NO. 3925263
131.02'
9.00'
28.88'
28.66'
S 46°04'29" W 75.53'
43.97'
50.63'
S 89°11'29" W 77.64'
38.04'
45.71'
½" REBAR W/ PLASTIC CAP RLS 18215
½" REBAR
2" AC RLS 25083
PT. #3003 2" AC RLS 25083
N 46°04'29" E 47.77'
S 89°15'04" W 1371.75'
COF #2118200 ⅝" REBAR IN CENTERLINE OF LONE TREE SW COR SEC. 22
CONSOLIDATED INVESTMENT CO INC. APN 104–14–003J INST. NO. 3053324
N 89°15'26" E 1113.13'
1067.42'
COF #2119200 2" BC S ¼ COR SEC. 22
RIDGE AT CLEAR CREEK APARTMENTS LLC APN 104–14–003R CASE 8, MAP 25, INST. NO. 3056854
S 23°52'57" E 17.45'
S 66°07'03" W 649.90'
N 66°07'03" E 636.81'
394.03'
SLOPE EASEMENT PER INST. NO. 3925263
162.61'
E. PINE KNOLL DR.
EXISTING 57' ROW
63.25'
31'
N 23°52'57" W 17.45'
PT. #3004 2" AC RLS 25083
L=63.01, R=466.00 Δ=07°44'53"
Δ=20°02'33" L=57.92, R=440.00
RP4V, LLC APN 104–17–177 CASE 9, MAP 44, INST. NO. 3255058
RP4V, LLC APN 104–17–177 CASE 9, MAP 44, INST. NO. 3255058
APN 104-17-213 INST. NO. 3925263
APN 104-17-212 INST. NO. 3925263
APN 104-17-211 INST. NO. 3925263
APN 104-17-214 INST. NO. 3925263
APN 104-17-206 INST. NO. 3925263
APN 104-17-207 INST. NO. 3925263
APN 104-17-208 INST. NO. 3925263
APN 104-17-210 INST. NO. 3925263
20' PUE PER INST. NO. 3925263
26' PUE PER INST. NO. 3925263
S 29°20'37" E 60.00'
N 60°39'23" E 40.00'
S 60°32'38" W 78.97'
N 29°20'37" W 60.00'
S 29°20'37" E 36.19'
N 60°39'23" E 40.00'
S 29°20'37" E 60.00'
N 60°39'23" E 40.00'
S 29°20'37" E 40.00'
N 29°20'37" W 60.00'
16.00'
20.00'
55.00'
2'
L=356.97, R=575.00 Δ=35°34'57"
S 35°12'17" W 59.45'
59.76'
76.96'
L=106.97, R=75.00 Δ=81°43'57"
N 72°35'03" E 13.72'
L=27.31, R=65.00 Δ=24°04'36"
N 0°44'04" W 114.66'
N 24°48'39" W 374.77'
S 24°48'39" E 60.33'
S 0°44'04" E 80.00'
L=63.01, R=466.00 Δ=07°44'53"
L=57.92, R=440.00 Δ=20°02'33"
L=58.10
L=63.01, R=466.00 Δ=07°44'53"
L=57.92, R=440.00 Δ=20°02'33"
L=106.97, R=75.00 Δ=81°43'57"
L=35.74, R=75.00 Δ=27°18'39"
L=27.31, R=65.00 Δ=24°04'36"
L=356.97, R=575.00 Δ=35°34'57"

PLOTTED: Oct 10, 2022 - 3:13pm

E. RIDGECREST DR.

VILLAS OLIVIA
APN 104-10-015

PINE KNOLL VILLAGE COMMUNITY ASSOCIATION
APN 104-18-069

PINE KNOLL VILLAGE
CASE 9, MAP 76, INST. NO. 3402095

PINE KNOLL VILLAGE COMMUNITY ASSOC
APN 104-18-069

RP4V, LLC
APN 104-17-177
CASE 9, MAP 44, INST. NO. 3255058

RIDGE AT CLEAR CREEK APARTMENTS LLC
APN 104-14-003R
CASE 8, MAP 25, INST. NO. 3056854

CONSOLIDATED INVESTMENT CO INC.
APN 104-14-003J
INST. NO. 3053324

CITY OF FLAGSTAFF - ARROYO PARK
APN 104-08-011A

½" REBAR W/ PLASTIC CAP RLS 18215

INGRESS/EGRESS AND PUE TO ALLOW ACCESS TO ARROYO PARK PER INST. NO. 3925263

INGRESS/EGRESS AND PUE PER INST. NO. 3925263

N 88°48'45" E 841.71'
686.22'

N 89°15'56" E 103.52'

N 33°37'21" E 11.75'

N 1°15'14" W 5.81'

95.73'

90.78'

63.87'

S 89°15'56" W 154.66'

R=28.50'
Δ=102°02'24"
C10

S 33°58'25" E 72.67'

30.29'

13.00'

N 23°31'49" W 30.64'

N 23°41'28" W 26.00'

3.57'

PT. #3005
2" AC RLS 27253

SEE INSET

20' PUE PER INST. NO. 3925263

TRACT 'C'

N 0°44'04" W 18.00'

N 89°15'56" E 18.00'

N 0°44'04" W 33.23'

N 89°15'56" E 17.29'

N 0°44'04" W 30.00'

N 0°44'04" W 17.51'

34.67'

60.17'

94.37'

S 89°07'13" W 214.92'

Δ=89°24'47"
L=84.46'
R=56.00

INSET
SCALE: 1"=10'

C9

L74

C8

TRACT 'B'

394.03'

S 23°52'57" E 17.45'

S 66°07'03" W 649.90'

N 66°07'03" E 636.81'

SLOPE EASEMENT PER INST. NO. 3925263

162.61'

162.61'

E. PINE KNOLL DR.

N 23°52'57" W 17.45'

63.25'

26'

EXISTING 57' ROW

31'

PT. #3004
2" AC RLS 25083

L=63.01'
R=466.00'
Δ=07°45'09"

Δ=20°02'33"
L=57.92'
R=440.00'

E. JEN DRIVE

S 42°27'55" E 85.08'

S 42°27'55" E 85.99'

53.97'

L=35.74'
R=78.00'
Δ=27°28'39"

N 24°48'39" W 66.79'

N 0°44'04" W 114.66'

N 64°24'09" W 4.29'

N 0°44'04" W 31.47'

S 89°15'56" W 4.00'

N 0°44'04" W 8.50'

L=27.31, R=65.00
Δ=24°04'36"

N 0°44'04" W 974.77'

N 89°46'35" W 436.35'

26' PUE PER INST. NO. 3925263

20' PUE PER INST. NO. 3925263

TRACT 'A'

APN 104-17-166
INST. NO. 3925263

APN 104-17-165
INST. NO. 3925263

APN 104-17-168
INST. NO. 3925263

APN 104-17-170
INST. NO. 3925263

APN 104-17-172
INST. NO. 3925263

APN 104-17-167
INST. NO. 3925263

N 60°39'23" E 60.00'

S 29°20'37" E 40.00'

APN 104-17-172
INST. NO. 3925263

S 29°20'37" E 36.19'

S 60°32'38" W 78.97'

APN 104-17-170
INST. NO. 3925263

20' PUE PER INST. NO. 3925263

20.00'
16.00'
16.00'
20.00'
55.00'

APN 104-17-168
INST. NO. 3925263
50.00'

APN 104-17-167
INST. NO. 3925263
55.00'

APN 104-17-166
INST. NO. 3925263
55.00'

APN 104-17-165
INST. NO. 3925263
55.00'

FUTS EASEMENT PER INST. NO. 3925263

SLOPE EASEMENT PER INST. NO. 3925263

131.02'

9.00'

9.00'

28.86'

28.86'

S 46°04'29" W 75.53'

43.97'

50.63'

PT. #3003
2" AC RLS 25083

N 46°04'29" E 47.77'

S 89°11'29" W 77.64'

38.04'

45.71'

N 89°15'26" E 1113.13'
1067.42'

½" REBAR W/ PLASTIC CAP RLS 18215

½" REBAR

2" AC RLS 25083

S 89°15'04" W 1371.75'

COF #2118200
⅝" REBAR IN CENTERLINE OF LONE TREE
SW COR SEC. 22

COF #2119200
2" BC
S ¼ COR SEC. 22

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 8.97 | N 23°05'52" W |
| L2 | 25.85 | N 78°56'33" E |
| L3 | 15.19 | S 60°39'23" W |
| L4 | 29.51 | N 29°20'37" W |
| L5 | 5.44 | N 29°20'37" W |
| L6 | 3.45 | N 29°20'37" W |
| L7 | 6.44 | S 68°00'12" E |
| L8 | 31.52 | N 29°20'37" W |
| L9 | 8.00 | N 29°20'37" W |
| L10 | 60.00 | S 60°39'23" W |
| L12 | 16.80 | S 29°20'37" E |
| L13 | 20.00 | N 29°20'37" W |
| L14 | 18.00 | S 60°39'23" W |
| L16 | 52.52 | S 60°39'23" W |
| L17 | 7.49 | S 33°58'25" E |
| L18 | 33.36 | N 60°39'23" E |
| L19 | 19.04 | S 29°20'37" E |
| L20 | 27.13 | S 29°20'37" E |
| L22 | 2.16 | N 89°15'56" E |
| L23 | 104.00 | S 0°44'04" E |
| L35 | 6.67 | N 89°15'56" E |
| L36 | 1.24 | S 30°10'20" E |
| L37 | 9.03 | S 72°35'03" W |
| L38 | 15.33 | S 17°24'57" E |
| L39 | 9.33 | N 72°35'03" E |
| L40 | 10.00 | S 17°24'57" E |
| L41 | 4.00 | S 85°25'45" E |
| L42 | 1.31 | N 0°44'04" W |
| L43 | 4.53 | N 57°16'29" E |
| L44 | 24.00 | N 89°15'56" E |
| L45 | 24.00 | N 89°15'56" E |
| L46 | 26.00 | S 0°44'04" E |
| L47 | 26.00 | S 0°44'04" E |
| L48 | 26.00 | N 0°44'04" W |
| L49 | 24.00 | N 89°15'56" E |
| L50 | 24.00 | N 89°15'56" E |
| L51 | 26.00 | S 0°44'04" E |
| L52 | 26.00 | S 0°44'04" E |
| L53 | 26.00 | N 0°44'04" W |
| L54 | 24.00 | N 89°15'56" E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L55 | 24.00 | N 89°15'56" E |
| L56 | 26.00 | S 0°44'04" E |
| L57 | 26.00 | S 0°44'04" E |
| L58 | 26.00 | N 0°44'04" W |
| L59 | 24.00 | N 89°15'56" E |
| L60 | 24.00 | N 89°15'56" E |
| L64 | 55.97 | N 60°39'23" E |
| L65 | 40.00 | N 29°20'37" W |
| L68 | 20.00 | N 60°39'23" E |
| L69 | 16.00 | N 60°39'23" E |
| L70 | 16.00 | N 60°39'23" E |
| L71 | 20.00 | N 60°39'23" E |
| L74 | 7.59 | S 89°15'54" W |
| L99 | 132.62 | S 60°39'23" W |
| L105 | 6.00 | S 29°20'37" E |
| L109 | 6.00 | S 29°20'37" E |

NOTE:
L26 TO L34 ARE NOT BEING USED

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA |
| C1 | 25.88 | 84.00 | 17°39'16" |
| C2 | 50.76 | 28.50 | 102°02'24" |
| C3 | 2.73 | 28.50 | 5°28'50" |
| C4 | 16.29 | 28.50 | 32°44'35" |
| C5 | 15.63 | 18.02 | 49°42'21" |
| C6 | 12.00 | 18.02 | 38°09'28" |
| C7 | 5.37 | 58.00 | 5°18'19" |
| C8 | 26.36 | 22.75 | 66°23'03" |
| C9 | 34.56 | 22.00 | 89°59'58" |
| C10 | 61.73 | 52.15 | 67°49'40" |

| LOT/TRACT SUMMARY TABLE | | | |
|---|---|---|---|
| LOT/TRACT ID | AREA (SF) | AREA (AC) | OWNERSHIP |
| TRACT A | 31,057 | 0.71 | RP4V |
| TRACT B | 149,890 | 3.44 | RP4V |
| TRACT C | 29,160 | 0.67 | RP4V |
| 104-17-207 | 1,724 | 0.04 | RP4V |
| 104-17-208 | 1,504 | 0.03 | RP4O |
| 104-17-209 | 1,504 | 0.03 | RP4O |
| 104-17-210 | 1,724 | 0.04 | RP4O |
| 104-17-212 | 3,000 | 0.07 | RP4O |
| 104-17-214 | 2,984 | 0.07 | RP4V |

SCALE 1" : 30'
0 15 30

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 9/19/23
ARIZONA, USA
Expires 12/31/23

C.O.F. #PZ-19-00019-08

FLAGSTAFF
ARIZONA

# FINAL PLAT

RIO HOMES UNIT 4 AMENDED FINAL PLAT

| | |
|---|---|
| JOB NO: | 19025 |
| DATE: | JUL 22 |
| SCALE: | 1"=30' |
| DRAWN: | JEE |
| DESIGN: | KMF/JEE |
| CHECKED: | ADB |

| REVISIONS | | | |
|---|---|---|---|
| NO. | DESCRIPTION | DATE | BY |


Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swoz.com


Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
FP03

SHT NO. 3 OF 3

FILE: P:\2019\19025\DRAWINGS\PLATS\REPLAT 2\AMENDED PLAT\FINAL PLAT\19025 - PRELIMINARY PLAT.DWG KBAYER

# Rio Homes Unit 4 Multi-Family

## Final Plat Amendment (PZ-19-00019-08)

## Final Condominium Plat (PZ-19-00019-09)

**City Council | November 1, 2022**

**Genevieve Pearthree | Senior Planner**

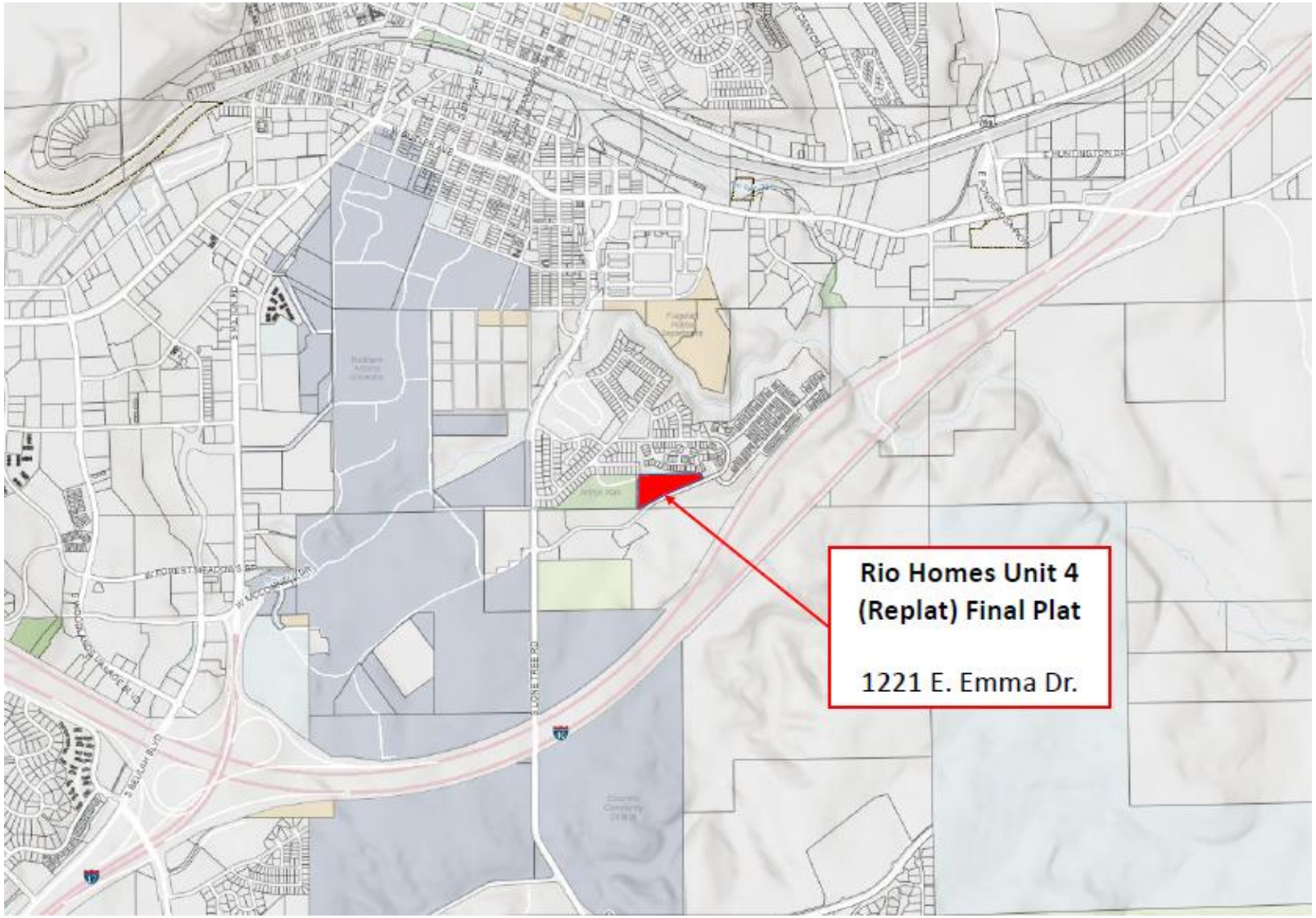
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

# Request Overview

- RP4V, LLC and RP40, LLC request approval of 2 Final Plats
  - Final Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-08)
  - Final Condominium Plat for Rio Homes Unit 4 Multi-Family (PZ-19-00019-09)

***Purpose is to allow 40 new multifamily units to be sold individually as condominiums (project currently under construction as rental units)***

# Vicinity Map



# Site Information

- 1221 E. Emma Drive
- 5.1 acres
- Medium Density Residential (MR) zoning with a Resource Protection Overlay (RPO)
- Part of larger Rio Homes development
  - Original Rio Homes Unit 4 plat from 2005 proposed a variety of detached and attached residential building types across 21 lots and 9 tracts
  - 6 townhomes were built with detached garages (2 garages have accessory dwelling units on the second story)

# Site Information (continued)

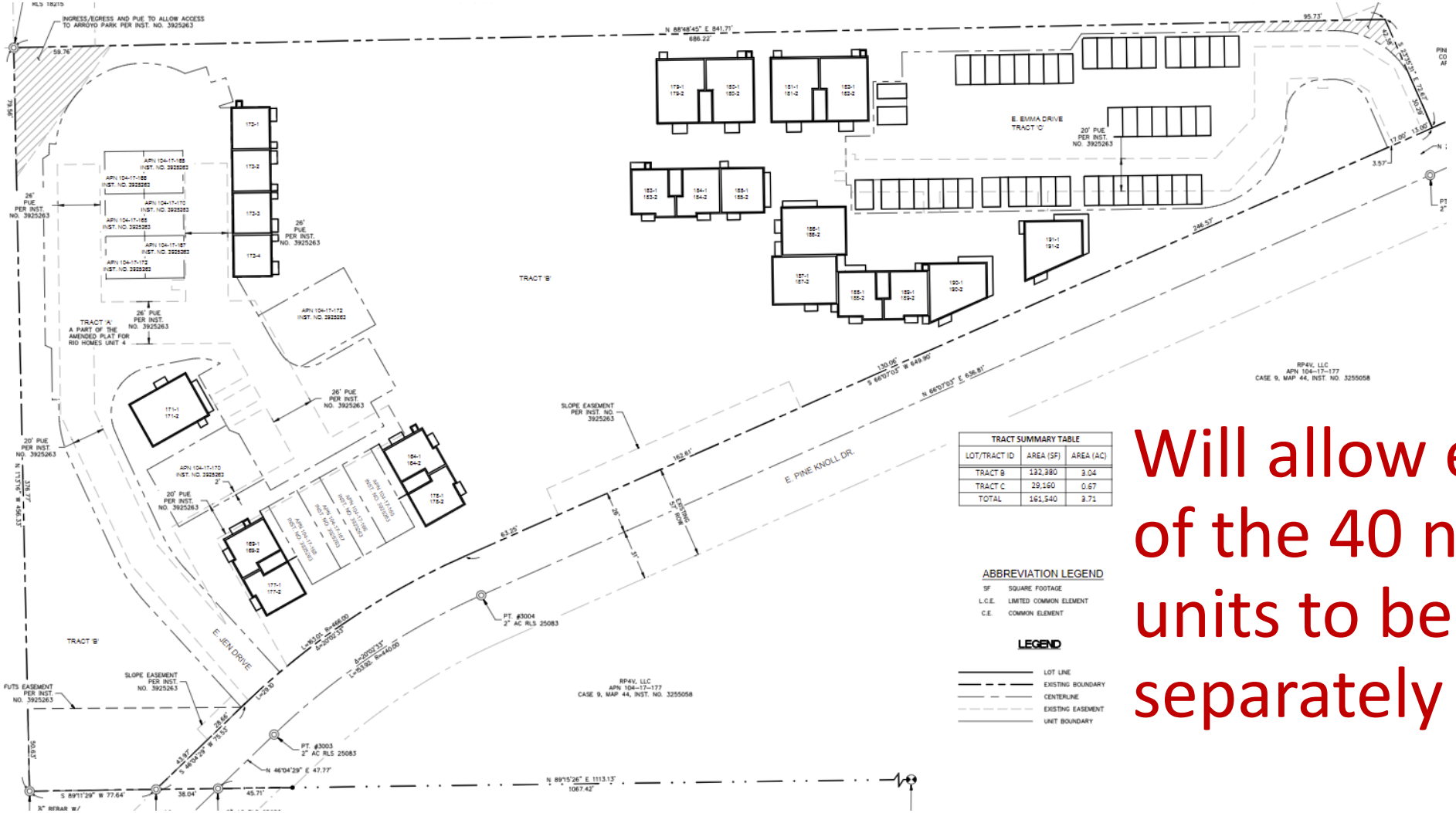
- City Council approved 1st amendment to Final Plat in October 2020
  - Maintained lot lines for developed townhomes and garages; removed most undeveloped lot lines
  - Allowed construction of 40 new multifamily residential units
- 40 new units currently under construction (building permits approved in November 2021)
- 46 units total (6 existing townhomes, 40 new units)

# Purpose of current requests

- Developer wants to turn 40 multifamily residential units into condominiums so that they can be sold individually (Condominium Plat PZ-19-00019-09)
- Current townhome plat (PZ-19-00019-08) must be amended before condominium plat can be approved to:
  - Erase lot lines for undeveloped townhome lots (condominiums are currently proposed in these locations)
  - Clarify parking and access issues between townhome and condominium owners
- City Council approved both Preliminary Plats in July 2022

# Condominium Plat (PZ-19-00019-09)

## Final Condominium Plat for Rio Homes Unit 4 Multi-Family




| TRACT SUMMARY TABLE | | |
|---|---|---|
| LOT/TRACT ID | AREA (SF) | AREA (AC) |
| TRACT B | 132,380 | 3.04 |
| TRACT C | 29,160 | 0.67 |
| TOTAL | 161,540 | 3.71 |

ABBREVIATION LEGEND

| | |
|---|---|
| SF | SQUARE FOOTAGE |
| L.C.E. | LIMITED COMMON ELEMENT |
| C.E. | COMMON ELEMENT |

LEGEND

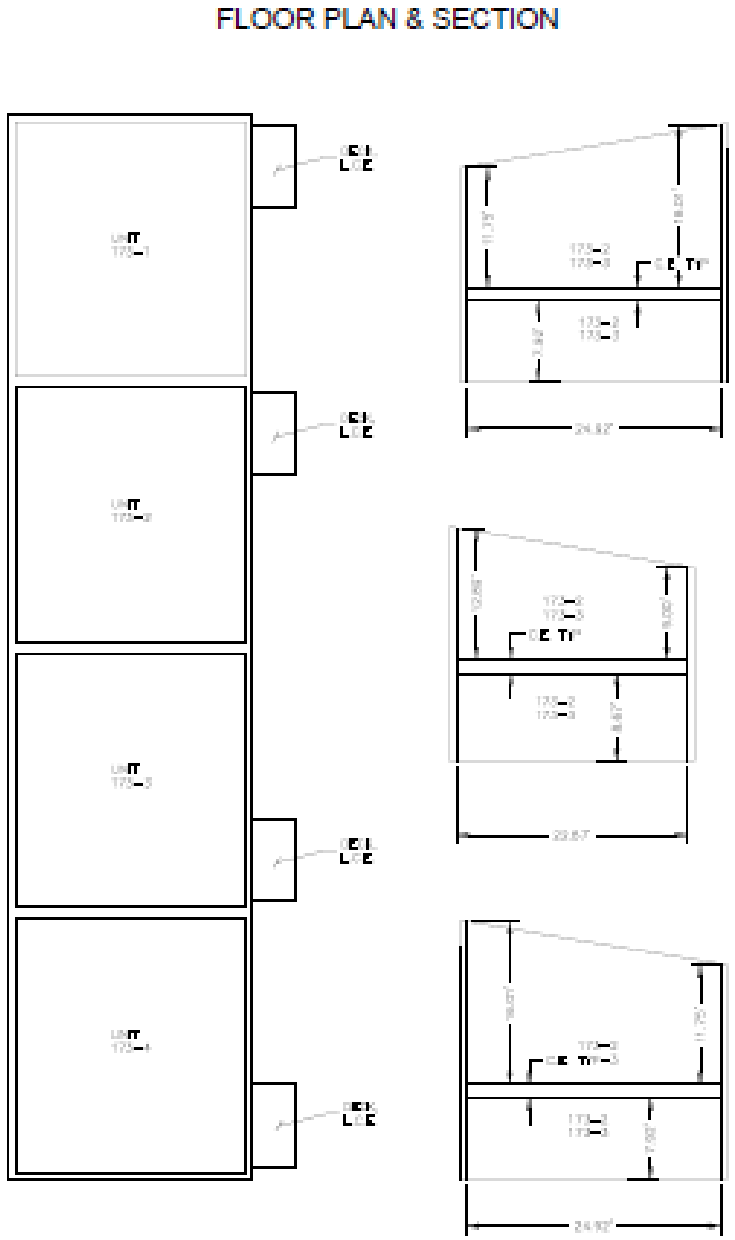
LOT LINE
EXISTING BOUNDARY
CENTERLINE
EXISTING EASEMENT
UNIT BOUNDARY

Will allow each of the 40 new units to be sold separately

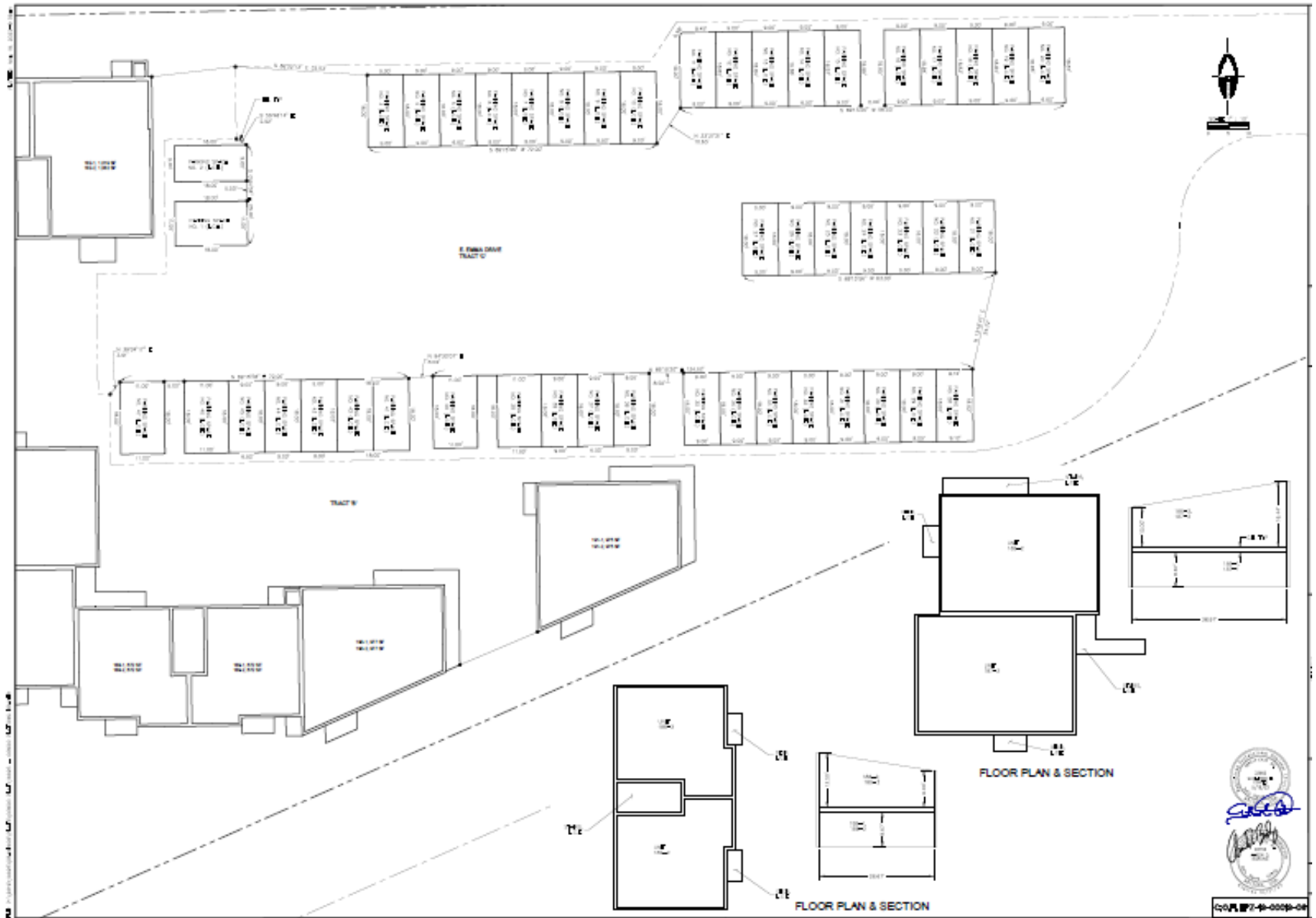
# Condominium Plat (PZ-19-00019-09)

Identifies vertical & horizontal boundaries of each unit (airspace)

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

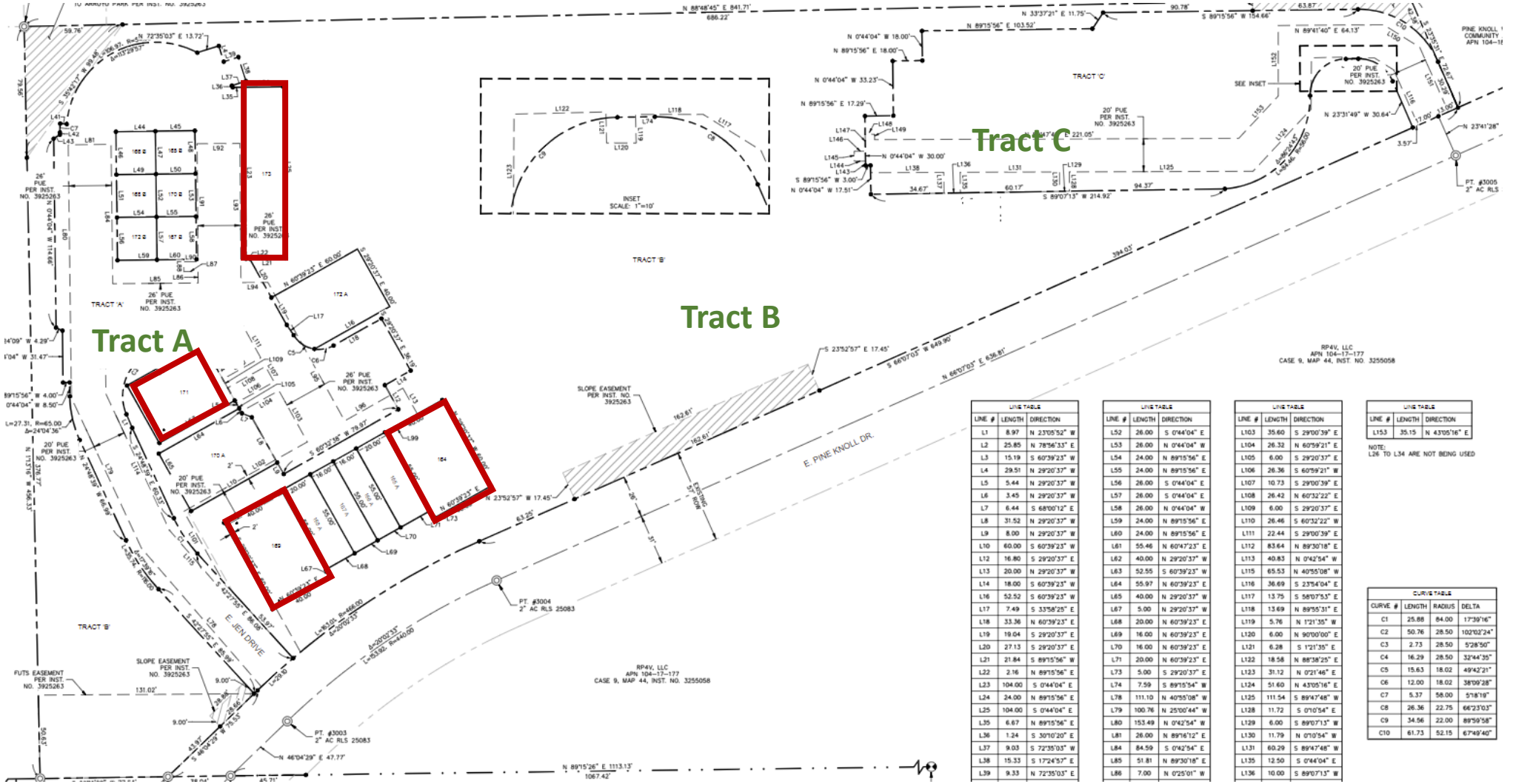


# Condominium Plat (PZ-19-00019-09)



# Townhome Plat (PZ-19-00019-08)

## Existing Final Plat for Rio Homes Unit 4 Multi-Family




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 8.97 | N 23°05'52" W |
| L2 | 25.85 | N 78°56'33" E |
| L3 | 15.19 | S 60°39'23" W |
| L4 | 29.51 | N 29°20'37" W |
| L5 | 5.44 | N 29°20'37" W |
| L6 | 3.45 | N 29°20'37" W |
| L7 | 6.44 | S 68°00'12" E |
| L8 | 31.52 | N 29°20'37" W |
| L9 | 8.00 | N 29°20'37" W |
| L10 | 60.00 | S 60°39'23" W |
| L12 | 16.80 | S 29°20'37" E |
| L13 | 20.00 | N 29°20'37" W |
| L14 | 18.00 | S 60°39'23" W |
| L16 | 52.52 | S 60°39'23" W |
| L17 | 7.49 | S 33°58'25" E |
| L18 | 33.36 | N 60°39'23" E |
| L19 | 19.04 | S 29°20'37" E |
| L20 | 27.13 | S 29°20'37" E |
| L21 | 21.84 | S 89°15'56" E |
| L22 | 2.16 | N 89°15'56" E |
| L23 | 104.00 | S 0°44'04" E |
| L24 | 24.00 | N 89°15'56" E |
| L25 | 104.00 | S 0°44'04" E |
| L35 | 6.67 | N 89°15'56" E |
| L36 | 1.24 | S 30°10'20" E |
| L37 | 9.03 | S 72°35'03" W |
| L38 | 15.33 | S 17°24'57" E |
| L39 | 9.33 | N 72°35'03" E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L52 | 26.00 | S 0°44'04" E |
| L53 | 26.00 | N 0°44'04" W |
| L54 | 24.00 | N 89°15'56" E |
| L55 | 24.00 | N 89°15'56" E |
| L56 | 26.00 | S 0°44'04" E |
| L57 | 26.00 | S 0°44'04" E |
| L58 | 26.00 | N 0°44'04" W |
| L59 | 24.00 | N 89°15'56" E |
| L60 | 24.00 | N 89°15'56" E |
| L61 | 55.46 | N 60°47'23" E |
| L62 | 40.00 | N 29°20'37" W |
| L63 | 52.55 | S 60°39'23" W |
| L64 | 55.97 | N 60°39'23" E |
| L65 | 40.00 | N 29°20'37" W |
| L67 | 5.00 | N 29°20'37" W |
| L68 | 20.00 | N 60°39'23" E |
| L69 | 16.00 | N 60°39'23" E |
| L70 | 16.00 | N 60°39'23" E |
| L71 | 20.00 | N 60°39'23" E |
| L73 | 5.00 | S 29°20'37" E |
| L74 | 7.59 | S 89°15'54" W |
| L78 | 111.10 | N 40°55'08" W |
| L79 | 100.76 | N 25°00'44" W |
| L80 | 153.49 | N 0°42'54" W |
| L81 | 26.00 | N 89°16'12" E |
| L84 | 84.59 | S 0°42'54" E |
| L85 | 51.81 | N 89°30'18" E |
| L86 | 7.00 | N 0°25'01" W |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L103 | 35.60 | S 29°00'39" E |
| L104 | 26.32 | N 60°59'21" E |
| L105 | 6.00 | S 29°20'37" E |
| L106 | 26.36 | S 60°59'21" W |
| L107 | 10.73 | S 29°00'39" E |
| L108 | 26.42 | N 60°32'22" E |
| L109 | 6.00 | S 29°20'37" E |
| L110 | 26.46 | S 60°32'22" W |
| L111 | 22.44 | S 29°00'39" E |
| L112 | 83.64 | N 89°30'18" E |
| L113 | 40.83 | N 0°42'54" W |
| L115 | 65.53 | N 40°55'08" W |
| L116 | 36.69 | S 23°54'04" E |
| L117 | 13.75 | S 58°07'53" E |
| L118 | 13.69 | N 89°55'31" E |
| L119 | 5.76 | N 1°21'35" W |
| L120 | 6.00 | N 90°00'00" E |
| L121 | 6.28 | S 1°21'35" E |
| L122 | 18.58 | N 88°38'25" E |
| L123 | 31.12 | N 0°21'46" E |
| L124 | 51.60 | N 43°05'16" E |
| L125 | 111.54 | S 89°47'48" W |
| L128 | 11.72 | S 0°10'54" E |
| L129 | 6.00 | S 89°07'13" W |
| L130 | 11.79 | N 0°10'54" W |
| L131 | 60.29 | S 89°47'48" W |
| L135 | 12.50 | S 0°44'04" E |
| L136 | 10.00 | S 89°07'13" W |

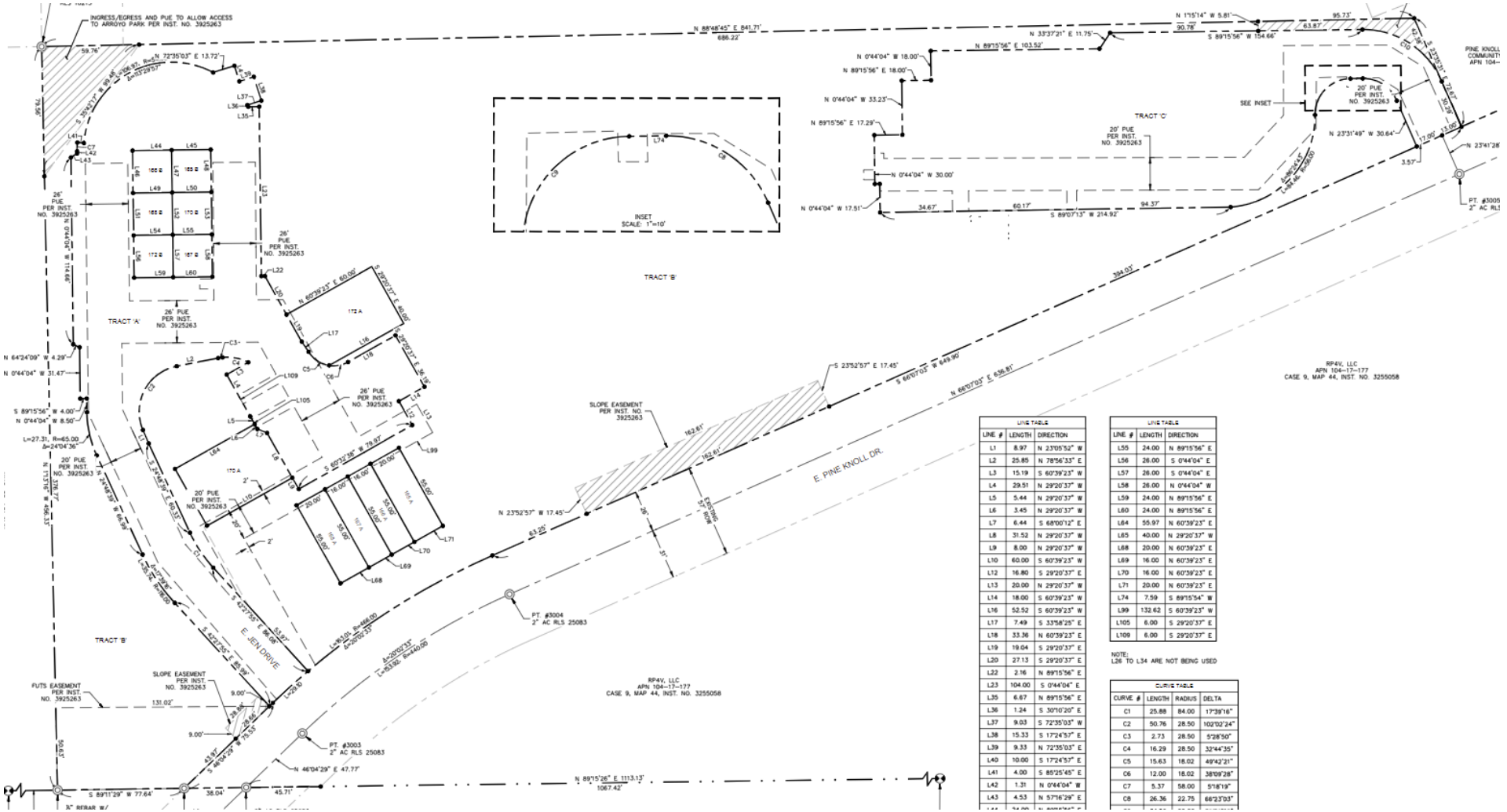
| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L153 | 35.15 | N 43°05'16" E |

NOTE:
L26 TO L34 ARE NOT BEING USED

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA |
| C1 | 25.88 | 84.00 | 17°39'16" |
| C2 | 50.76 | 28.50 | 102°02'24" |
| C3 | 2.73 | 28.50 | 5°28'50" |
| C4 | 16.29 | 28.50 | 32°44'35" |
| C5 | 15.63 | 18.02 | 49°42'21" |
| C6 | 12.00 | 18.02 | 38°09'28" |
| C7 | 5.37 | 58.00 | 5°18'19" |
| C8 | 26.36 | 22.75 | 66°23'03" |
| C9 | 34.56 | 22.00 | 89°59'58" |
| C10 | 61.73 | 52.15 | 67°49'40" |

# Townhome Plat (PZ-19-00019-08)

## 2nd Amendment to Final Plat for Rio Homes Unit 4 Multi-Family




| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 8.97 | N 23°05'52" W |
| L2 | 25.85 | N 78°56'33" E |
| L3 | 15.19 | S 60°39'23" W |
| L4 | 29.51 | N 29°20'37" W |
| L5 | 5.44 | N 29°20'37" W |
| L6 | 3.45 | N 29°20'37" W |
| L7 | 6.44 | S 68°00'12" E |
| L8 | 31.52 | N 29°20'37" W |
| L9 | 8.00 | N 29°20'37" W |
| L10 | 60.00 | S 60°39'23" W |
| L12 | 16.80 | S 29°20'37" E |
| L13 | 20.00 | N 29°20'37" W |
| L14 | 18.00 | S 60°39'23" W |
| L16 | 52.52 | S 60°39'23" W |
| L17 | 7.49 | S 33°58'25" E |
| L18 | 33.36 | N 60°39'23" E |
| L19 | 19.04 | S 29°20'37" E |
| L20 | 27.13 | S 29°20'37" E |
| L22 | 2.16 | N 89°15'56" E |
| L23 | 104.00 | S 0°44'04" E |
| L35 | 6.67 | N 89°15'56" E |
| L36 | 1.24 | S 30°10'20" E |
| L37 | 9.03 | S 72°35'03" W |
| L38 | 15.33 | S 17°24'57" E |
| L39 | 9.33 | N 72°35'03" E |
| L40 | 10.00 | S 17°24'57" E |
| L41 | 4.00 | S 85°25'45" E |
| L42 | 1.31 | N 0°44'04" W |
| L43 | 4.53 | N 57°16'29" E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L55 | 24.00 | N 89°15'56" E |
| L56 | 26.00 | S 0°44'04" E |
| L57 | 26.00 | S 0°44'04" E |
| L58 | 26.00 | N 0°44'04" W |
| L59 | 24.00 | N 89°15'56" E |
| L60 | 24.00 | N 89°15'56" E |
| L64 | 55.97 | N 60°39'23" E |
| L65 | 40.00 | N 29°20'37" W |
| L68 | 20.00 | N 60°39'23" E |
| L69 | 16.00 | N 60°39'23" E |
| L70 | 16.00 | N 60°39'23" E |
| L71 | 20.00 | N 60°39'23" E |
| L74 | 7.59 | S 89°15'54" W |
| L99 | 132.62 | S 60°39'23" W |
| L105 | 6.00 | S 29°20'37" E |
| L109 | 6.00 | S 29°20'37" E |

NOTE:
L26 TO L34 ARE NOT BEING USED

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA |
| C1 | 25.88 | 84.00 | 17°39'18" |
| C2 | 50.76 | 28.50 | 102°02'24" |
| C3 | 2.73 | 28.50 | 5°28'50" |
| C4 | 16.29 | 28.50 | 32°44'35" |
| C5 | 15.63 | 18.02 | 49°42'21" |
| C6 | 12.00 | 18.02 | 38°08'28" |
| C7 | 5.37 | 58.00 | 5°18'19" |
| C8 | 26.36 | 22.75 | 66°23'03" |

# Findings and Recommendation

## Required Findings

- Both plats meet **the required findings for approval,** which include conformance with:
  - City Code Title 10, Flagstaff Zoning Code
  - City Code Title 11, General Plans and Subdivisions
  - City Code Title 13, Engineering Design Standards and Specifications

## Staff Recommendation

- **City Council approve both plats** and authorize the Mayor to sign both plats when notified by staff that all documents are ready for signature and recordation

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Gregory Conlin, Public Works Manager - Fleet Services

**Co-Submitter:** Mark Wilson

**Date:** 10/25/2022

**Meeting Date:** 11/01/2022

---

**TITLE:**

**Consideration and Approval of Contract:** Cooperative Purchase Contract with 72 Hour, LLC d/b/a National Auto Fleet Group for the purchase of One (1) New/Unused 2023 Ford Expedition in the amount of $61,326.18 through a Sourcewell cooperative contract.

**STAFF RECOMMENDED ACTION:**

1. Approve a Cooperative Purchase Contract with 72 Hour, LLC d/b/a National Auto Fleet Group for the purchase of One (1) New/Unused 2023 Ford Expedition in the amount of $61,326.18 through a Sourcewell cooperative contract.
2. Authorize the City Manager to execute all necessary documents.

**Executive Summary:**

The Flagstaff Fire Department (FFD) is looking to purchase a 2023 Ford Expedition for assignment to a Battalion Chief position. FFD plans to rotate a 2000 Ford Expedition (F2010) out of front line service which currently has 149,115 miles on it. The new vehicle will be used in support of City Fire suppression operations and on assignment for out of district fire operations and training. The new vehicle will carry an extensive amount of equipment in support of these operations. Currently, there are no alternative fueled vehicles produced by manufacturers in the class of vehicles necessary to maintain the equipment needed by FFD. However, in support of the City's carbon neutrality goals, FFD chose a vehicle with a six (6) cylinder, 3.5 L Ecoboost engine as opposed to a eight (8) cylinder or diesel engine option.

**Financial Impact:**

FFD has budgeted funding for this vehicle in Fiscal Year 2022-2023 for the purchase of F2010's replacement in the amount of **$61,326.18**.

Most of these dollars have been carried forward from two (2) prior fiscal years in hopes that there would be an alternate fueled vehicle that would meet the service requirements. Unfortunately, FFD must act now in order to supply the required personnel with reliable and effective equipment. This purchase will be paid fully from account 001-03-051-0203-2-4401.

**Policy Impact:**

None.

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

**Priority Based Budget Key Community Priorities and Objectives**

- Serve the public by providing high quality customer service
- Provide public safety services with resources, staff & training responsive to the community's needs.

**Carbon Neutrality Plan**

DD-6: Proactively invest to protect Flagstaff's clean air status. Choosing a 3.5L Ecoboost 6 cylinder engine over a larger gas or diesel engine.

**Regional Plan**

Policy E.2.I. Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.
Policy PF.3.I 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:**

No.

**Background/History:**

The City of Flagstaff Procurement department utilized cooperative purchase agreement 091521-NAF through Sourcewell in order to obtain the best pricing for the vehicle.

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**Attachments:** Cooperative Purchase Contract
Exhibit A - Quote
Exhibit B - Agency Contract

**COOPERATIVE PURCHASE CONTRACT**
Contract No. 2023-45

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 72 Hour LLC, d/b/a National Auto Fleet Group, a State of California corporation ("Contractor").

RECITALS:

A. Sourcewell (Formerly Known as NJPA) has Contract 091521-NAF to supply materials and/or services ("Agency Contract");

B. Contractor is an authorized distributor of the Sourcewell materials and/or services, which was awarded through a competitive and open procurement process; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

**One (1) New/Unused (2023 Ford Expedition (U1G) XL 4X4)**

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-one thousand three hundred twenty-six dollars and eighteen cents ($61,326.18), including 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.

72 Hour LLC d/b/a National Auto Fleet Group:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

**EXHIBIT A**

**QUOTE # 32979 One (1) New/Unused (2023 Ford Expedition (U1G) XL 4X4)** (attached)

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

**Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** (attached)

# National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com


9/20/2022

Quote ID: **32979**

Order Cut Off Date: **TBA**

Gregory Conlin
City of Flagstaff
Fleet Services

211 West Aspen Ave

Flagstaff, Arizona, 86001

Dear Gregory Conlin,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
**One (1) New/Unused (2023 Ford Expedition (U1G) XL 4x4, )** and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Total Savings |
|---|---|---|---|---|
| Contract Price | $57,960.00 | $56,169.28 | 3.090 % | $1,790.72 |
| Tax (9.1810 %) | | $5,156.90 | | |
| Tire fee | | $0.00 | | |
| Total | | $61,326.18 | | |

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,


Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

## Other Requests

Description of any upfit needed
This vehicle is for a Fire Battalion Chief assignment. Do you recommend anything that would support emergency lights and siren?

# Purchase Order Instructions & Resources

**In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:**

**Email:** Fleet@NationalAutoFleetGroup.com

**Fax:** (831) 480-8497

**Mail:** National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

**We will send a courtesy confirmation for your order and a W-9 if needed.**

## Additional Resources

| | |
|---|---|
| **Learn how to track your vehicle:** | www.NAFGETA.com |
| **Use the upfitter of your choice:** | www.NAFGpartner.com |
| **Vehicle Status:** | ETA@NationalAutoFleetGroup.com |
| **General Inquiries:** | Fleet@NationalAutoFleetGroup.com |

**For general questions or assistance please contact our main office at:**

# 1-855-289-6572

## Vehicle Configuration Options

| ENGINE | |
|---|---|
| **Code** | **Description** |
| 998 | ENGINE: 3.5L ECOBOOST V6, (STD) |
| **TRANSMISSION** | |
| **Code** | **Description** |
| 44U | TRANSMISSION: 10-SPEED AUTOMATIC W/SELECTSHIFT, (STD) |
| **PRIMARY PAINT** | |
| **Code** | **Description** |
| YZ | OXFORD WHITE |
| **PAINT SCHEME** | |
| **Code** | **Description** |
| ___ | STANDARD PAINT |
| **SEAT TYPE** | |
| **Code** | **Description** |
| LH | BLACK ONYX, CLOTH FRONT CAPTAIN'S CHAIRS, -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints |
| **AXLE RATIO** | |
| **Code** | **Description** |
| X15 | 3.31 AXLE RATIO, (STD) |
| **ADDITIONAL EQUIPMENT** | |
| **Code** | **Description** |
| 52L | AUTO START-STOP REMOVAL |
| 41K | SKID PLATES |
| 47C | 1ST & 2ND ROW FLOOR LINERS W/O CARPET MATS, -inc: Deletes standard floor mats and color-keyed carpet - front and second rows |
| **OPTION PACKAGE** | |
| **Code** | **Description** |
| 100A | EQUIPMENT GROUP 100A STANDARD PACKAGE |

# 2023 Fleet/Non-Retail Ford Expedition XL 4x4

## *WINDOW STICKER*

2023 Ford Expedition XL 4x4

| CODE | MODEL | MSRP |
|---|---|---|
| U1G | 2023 Ford Expedition XL 4x4 | $55,955.00 |
| | **OPTIONS** | |
| 998 | ENGINE: 3.5L ECOBOOST V6, (STD) | $0.00 |
| 44U | TRANSMISSION: 10-SPEED AUTOMATIC W/SELECTSHIFT, (STD) | $0.00 |
| YZ | OXFORD WHITE | $0.00 |
| ___ | STANDARD PAINT | $0.00 |
| LH | BLACK ONYX, CLOTH FRONT CAPTAIN'S CHAIRS, -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints | $0.00 |
| X15 | 3.31 AXLE RATIO, (STD) | $0.00 |
| 52L | AUTO START-STOP REMOVAL | ($50.00) |
| 41K | SKID PLATES | $100.00 |
| 47C | 1ST & 2ND ROW FLOOR LINERS W/O CARPET MATS, -inc: Deletes standard floor mats and color-keyed carpet - front and second rows | $160.00 |
| 100A | EQUIPMENT GROUP 100A STANDARD PACKAGE | $0.00 |

Please note selected options override standard equipment

| | |
|---|---|
| **SUBTOTAL** | **$56,165.00** |
| Advert/ Adjustments | $0.00 |
| Manufacturer Destination Charge | $1,795.00 |
| **TOTAL PRICE** | **$57,960.00** |

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

| |
|---|
| Engine: 3.5L EcoBoost V6 |
| Transmission: 10-Speed Automatic w/SelectShift |
| 3.31 Axle Ratio |
| GVWR: 7,450 lbs |
| 50 States Emissions System |
| Transmission w/Driver Selectable Mode and Oil Cooler |
| Electronic Transfer Case |
| Part And Full-Time Four-Wheel Drive |
| 72-Amp/Hr 675CCA Maintenance-Free Battery w/Run Down Protection |
| 150 Amp Alternator |
| Class IV Towing Equipment -inc: Hitch and Trailer Sway Control |
| Trailer Wiring Harness |
| 1700# Maximum Payload |
| Gas-Pressurized Shock Absorbers |
| Front And Rear Anti-Roll Bars |
| Electric Power-Assist Speed-Sensing Steering |
| 23.3 Gal. Fuel Tank |
| Single Stainless Steel Exhaust |
| Auto Locking Hubs |
| Double Wishbone Front Suspension w/Coil Springs |
| Multi-Link Rear Suspension w/Coil Springs |
| 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake |

### EXTERIOR

| |
|---|
| Wheels: 18" Machined-Face Aluminum -inc: magnetic-painted pockets |
| Tires: P275/65R18 AT |
| Steel Spare Wheel |
| Full-Size Spare Tire Stored Underbody w/Crankdown |
| Clearcoat Paint |
| Body-Colored Front Bumper w/Gray Rub Strip/Fascia Accent |
| Body-Colored Rear Step Bumper w/Gray Rub Strip/Fascia Accent |
| Black Bodyside Cladding |
| Stainless Steel Side Windows Trim and Black Front Windshield Trim |
| Body-Colored Door Handles |
| Black Power Heated Side Mirrors w/Manual Folding |

| |
|---|
| Flip-Up Rear Window w/Fixed Interval Wiper and Defroster |
| Deep Tinted Glass |
| Speed Sensitive Variable Intermittent Wipers |
| Galvanized Steel/Aluminum Panels |
| Lip Spoiler |
| Running Boards |
| Black Grille w/Chrome Surround |
| Liftgate Rear Cargo Access |
| Tailgate/Rear Door Lock Included w/Power Door Locks |
| Roof Rack Rails Only |
| Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off |
| Perimeter/Approach Lights |
| Headlights-Automatic Highbeams |

**ENTERTAINMENT**

| |
|---|
| Radio: AM/FM Stereo w/MP3 Capable -inc: speed-compensated volume and 6 speakers |
| Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and SYNC 4 External Memory Control |
| Streaming Audio |
| Window Grid Antenna |
| 2 LCD Monitors In The Front |
| Sync 4 Wireless Phone Connectivity |
| Siriusxm Traffic Real-Time Traffic Display |

**INTERIOR**

| |
|---|
| Driver Seat |
| Passenger Seat |
| 40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft |
| Manual Tilt/Telescoping Steering Column |
| Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer |
| Power Rear Windows and Fixed 3rd Row Windows |
| FordPass Connect 4G Mobile Hotspot Internet Access |
| Leather Steering Wheel |
| Front Cupholder |
| Rear Cupholder |
| Compass |
| Proximity Key For Push Button Start Only |

| |
|---|
| Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button |
| Remote Releases -Inc: Keyfob Rear Window |
| Cruise Control w/Steering Wheel Controls |
| Dual Zone Front Automatic Air Conditioning |
| Rear HVAC w/Separate Controls |
| HVAC -inc: Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts |
| Locking Glove Box |
| Interior Trim -inc: Metal-Look Console Insert and Metal-Look Interior Accents |
| Full Cloth Headliner |
| Vinyl Door Trim Insert |
| Metal-Look Gear Shifter Material |
| Cloth Front Captain's Chairs -inc: 5-passenger seating, 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints |
| Day-Night Rearview Mirror |
| Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror |
| Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 4 12V DC Power Outlets |
| Front And Rear Map Lights |
| Fade-To-Off Interior Lighting |
| Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats |
| Carpet Floor Trim |
| Cargo Area Concealed Storage |
| Cargo Space Lights |
| Smart Device Remote Engine Start |
| Tracker System |
| Smart Device Integration |
| SYNC 4 Connected Navigation Integrated Navigation System w/Voice Activation |
| Dashboard Storage, Driver / Passenger And Rear Door Bins |
| Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down |
| Delayed Accessory Power |
| Power Door Locks w/Autolock Feature |
| Systems Monitor |
| Trip Computer |
| Outside Temp Gauge |
| Digital/Analog Appearance |
| Seats w/Cloth Back Material |
| Foldable Rear Head Restraints |
| Front Center Armrest |
| Perimeter Alarm |
| |

| |
|---|
| Securilock Anti-Theft Ignition (pats) Immobilizer |
| 4 12V DC Power Outlets |
| Air Filtration |

**SAFETY**

| |
|---|
| Electronic Stability Control (ESC) And Roll Stability Control (RSC) |
| ABS And Driveline Traction Control |
| Side Impact Beams |
| Dual Stage Driver And Passenger Seat-Mounted Side Airbags |
| Collision Mitigation-Front |
| Driver Monitoring-Alert |
| SYNC 4 911 Assist Emergency Sos |
| Reverse Sensing System Rear Parking Sensors |
| Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot |
| Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection and Ford Co-Pilot360 - Cross-Traffic Alert |
| Lane Keeping Alert Lane Keeping Assist |
| Lane Keeping Alert Lane Departure Warning |
| Tire Specific Low Tire Pressure Warning |
| Dual Stage Driver And Passenger Front Airbags |
| Airbag Occupancy Sensor |
| Rear Child Safety Locks |
| Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners |
| Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags |
| Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute |
| Back-Up Camera w/Washer |

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA



Sourcewell

# Solicitation Number: RFP #091521

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 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 November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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 Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. 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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. 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.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier 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:

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.* Supplier 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), or equivalent. 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, Supplier 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

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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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. Supplier 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 Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. 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. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier'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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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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 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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

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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. Supplier 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). Suppliers must file any required certifications. Suppliers 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 covered by 31 U.S.C. § 1352. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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

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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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

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# RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

### Vendor Details

| | |
|---|---|
| Company Name: | 72 HOUR LLC |
| Does your company conduct business under any other name? If yes, please state: | National Auto Fleet Group |
| Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 |
| Contact: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Phone: | 951-440-0585 |
| Fax: | 831-840-8497 |
| HST#: | 263297677 |

### Submission Details

| | |
|---|---|
| Created On: | Tuesday August 24, 2021 16:34:10 |
| Submitted On: | Tuesday September 14, 2021 14:10:21 |
| Submitted By: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Transaction #: | d2e890de-e761-4f47-9b23-bef3d512bd76 |
| Submitter's IP Address: | 76.81.241.2 |

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | 72 Hour LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | WCAF, LLC<br>WCDJR, LLC<br>Alan Jay Automotive Inc | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | NAFG has numerous subsidiaries and DBA's including but not limited to:<br>National Auto Fleet Group,<br>Chevrolet of Watsonville,<br>Watsonville Ford<br>Watsonville CDJR<br>Watsonville Fleet Group<br>Alan Jay Chrysler Jeep Inc<br>Alan Jay Chevrolet, Cadillac<br>Alan Jay Buick, GMC<br>Alan Jay Auto Outlet<br>Clewiston Motor Company, Inc<br>Alan Jay Chrysler Dodge Ram Jeep<br>Alan Jay Lincoln<br>Alan Jay Ford<br>Alan Jay Nissan<br>Alan Jay Toyota | * |
| 4 | Proposer Physical Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 | * |
| 5 | Proposer website address (or addresses): | www.NationalAutoFleetGroup.com | * |
| 6 | 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): | Jesse Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com | * |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jesse Cooper<br>Fleet Manager<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com | * |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Clarke Cooper<br>Fleet Manger<br><br>1-855-289-6572<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>ClarkeCooper@watsonvillefleetgroup.com | |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 9 | 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. | National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.<br><br>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.<br><br>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.<br><br>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.<br><br>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come. |
| 10 | What are your company's expectations in the event of an award? | If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.<br><br>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members. |
| 11 | 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. | To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.<br><br>Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract.<br><br>A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF.<br><br>B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF.<br><br>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.<br><br>D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.<br><br>E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF.<br><br>F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF.<br><br>G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.<br><br>H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF.<br><br>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.<br><br>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.<br><br>We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.<br><br>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.<br><br>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.<br><br>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members. |
| 12 | What is your US market share for the solutions that you are proposing? | . Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%. |
| 13 | What is your Canadian market share for the solutions that you are proposing? | It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share. |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. |

| | | | |
|---|---|---|---|
| 15 | 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.<br>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?<br>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? | National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members. | * |
| 16 | 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. | Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.<br><br>CA Certificate of Good Standing 200824810190<br>State of Florida License Certificates:<br>VF/1000974/4<br>VF/1000950/1<br>VF/1046516/1<br>VF/1024619/2<br>VF/1024619/1<br>VF/1018615/1<br>VF/1021891/1<br>VF/1000974/3<br>VF/1105916/1<br>VF/1020705/1<br>VF/1000969/1<br>CA State Seller's Permit 101-135239<br>CA State Seller's Permit 245364864-00001<br>Department of Motor Vehicle, Vehicle Dealer/ License Number 97772<br>Department of Motor Vehicle, Vehicle Dealer License Number 97771<br>Department of Motor Vehicle, Vehicle Dealer License Number 43609<br>Bureau of Automotive repair Registration # ARD00296319 123120<br>CA State Seller's Permit 232781952-00001<br>City of Watsonville Business License Number 1792<br>City of Watsonville Business License Number 4358<br>Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138<br>California General Resale Certificate<br>Dun & Bradstreet Number: 023680653<br>Government of The District of Columbia Certificate<br>Government of the District of Columbia Tax Registration # 7815888160711<br>City of Los Angeles Tax Registration<br>Government of The District of Columbia CLEAN HANDS CERTIFICATION<br>San Diego Freightliner Seller's Permit<br>Commonwealth of Virginia State Corporation Commission Certificate<br>State of Maryland Good Standing Certificate<br>Kansas Department of Revenue for Kansas City Peterbilt<br>New Jersey Department of Treasury Registration Certificate<br>New Jersey Business Registration<br>Notice of Compliance of the Canton City Codified Ordinance<br>Employee Information Report for the State of New Jersey<br>State of Maryland New Sales and Use tax License<br>CA State Seller's Permit 98-037902 00006<br>South Carolina Department of Motor Vehicles License Number 36133<br>State of South Carolina Retail License<br>Commonwealth of Kentucky Vehicle Dealer License 1583 20 100<br>State of West Virginia Dealer License<br>Commonwealth of Kentucky Vehicle Dealer License 1581 20 036<br>State of Tennessee Vehicle Dealer License | * |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Not Applicable, none. | * |

**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 | National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors. | * |
| 19 | What percentage of your sales are to the governmental sector in the past three years | Within our fleet division, 90% of our contracts within the past three years have been with government accounts. | * |
| 20 | What percentage of your sales are to the education sector in the past three years | Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector. | * |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales. | * |
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million. | * |

**Table 4: References/Testimonials**

**Line Item 23**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Port of Los Angeles, CA | Mr. Dave Comer | 310-72-3794 | * |
| County of Venture, CA | Mr. Jorge Bnilla | 805-672-2044 | * |
| City of Austin, TX | Mr. Matt Sager | 512-978-2637 | * |
| County of San Joaquin, CA | Mr. David Myers | 209-468-9745 | |
| City of Palo Alto, CA | Ms. Danitra Bahlman | 650-496-5920 | |

**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 * | |
|---|---|---|---|---|---|---|
| City of Austin | Government | Texas - TX | Purchaser | 10-15 Vehicles at once, Vans and SUVs | Over 1M | * |
| Los Angeles Department of Water and Power | Government | California - CA | Purchaser | Over 120 Vehicles, Vans and SUVs | Over 3M | * |
| Port of Los Angeles | Government | California - CA | Purchaser | Over 80 Trucks, Vans and SUVs | Over 2M | * |
| Anne Arundel County | Government | Maryland - MD | Purchaser | Over 40 Trucks, Vans and SUVs | Over 1M | * |
| City of San Diego | Government | California - CA | Purchaser | Over 500 Trucks, Vans, SUV' | Over 15M | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as 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. | Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.<br><br>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations. | * |

| | | | |
|---|---|---|---|
| 26 | Dealer network or other distribution methods. | Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.<br><br>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members. | * |
| 27 | Service force. | The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services. | * |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location. | * |
| 29 | 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. | To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:<br><br>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.<br><br>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.<br>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.<br><br>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.<br><br>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.<br><br>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.<br><br>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances. | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members. | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States. | * |

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| 33 | Identify any Sourcewell participating entity 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? | NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis. | * |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
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| 35 | 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. | National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.<br><br>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness.<br><br>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.<br>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.<br><br>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.<br><br>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.<br><br>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.<br><br>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.<br><br>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.<br><br>Below are a few examples on successful relationship marketing from our Fleet Department:<br>We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.<br><br>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks." | * |

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

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| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.<br><br>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:<br><br>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.<br><br>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.<br>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.<br><br>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.<br><br>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.<br><br>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.<br><br>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.<br><br>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.<br><br>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects. |
| 37 | 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? | Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.<br><br>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.<br><br>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.<br>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.<br><br>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company. |

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| 38 | 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. | Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.<br><br>We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.<br><br>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.<br>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
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| 39 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle. | * |
| 40 | Describe any technological advances that your proposed products or services offer. | Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application. | * |
| 41 | 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. | . National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org | * |
| 42 | 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. | NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient. | * |
| 43 | 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. | NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities. | * |
| 44 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | . National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution. | * |

**Table 9A: 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 * | |
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| 45 | Do your warranties cover all products, parts, and labor? | Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures". | * |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage. | * |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required. | * |
| 48 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer. | * |
| 49 | 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? | All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform. | * |
| 50 | What are your proposed exchange and return programs and policies? | If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit. | * |
| 51 | Describe any service contract options for the items included in your proposal. | NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file. | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 52 | Describe any performance standards or guarantees that apply to your services | The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism. | * |
| 53 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
|---|---|---|---|
| 54 | Describe your payment terms and accepted payment methods? | Standard payment terms are Net 20, with a 10 – day grace period. | * |
| 55 | Describe any leasing or financing options available for use by educational or governmental entities. | . In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file. | * |
| 56 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting. | * |
| 57 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member | * |

**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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
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| 58 | 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. | National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File. | * |
| 59 | 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. | NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip<br><br>Each Manufacture Range is detailed in the tabs below, here is an overview<br>Chevrolet from -.077 to 24.45 %<br>Ford Motor Company from -5.19 to 23.31 %<br>GMC from 6.14 to 22.45 %<br>Ram from 4.99 to 14.23 %<br>Dodge from 3.09 to 9.96 %<br>Jeep from 1.38 to 4.17 %<br>Chrysler from 1.65 to 4.55 %<br>Toyota from .03 to 8.98 %<br>Honda from 1.34 to 4.9 %<br>Nissan from -.085 to 14.61 %<br>Buick from 2.36 to6.08<br>Kia from .69 to 8.39 %<br>BMW from 3.8 to 4.77 %<br>Cadillac from 4.22 to 6.77 %<br>Volkswagen from 2.17 to 2.46 % | * |
| 60 | Describe any quantity or volume discounts or rebate programs that you offer. | If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes. | * |
| 61 | 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. | "Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable. | * |
| 62 | 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. | All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote. | * |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase. | * |
| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase. | * |
| 65 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users. | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 66 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | NAFG Strives to offer the best overall value to the member with each and every quote. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question | Response * | |
|---|---|---|---|
| 67 | 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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports. | * |
| 68 | 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. | One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations. | * |
| 69 | 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.) | NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered. | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * | |
|---|---|---|---|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes. | * |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file. | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 72 | Automobiles | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 73 | Sport Utility Vehicles | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 74 | Vans | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 75 | Trucks | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 76 | Vehicles described in Lines 72-75 above for Public Safety applications | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 77 | Conventional internal combustion models | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 78 | Natural gas or propane autogas, hybrid, or alternative fuel models | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |
| 79 | Electric powered models | (•) Yes ( ) No | 15 Manufacturers totaling well above 700 makes and models |

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80.** **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**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.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, 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.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ 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. - Jesse Cooper, Fleet Manager, 72 Hour LLC

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_6_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Wed September 8 2021 06:27 PM | ☑ | 1 |
| **Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Tue September 7 2021 07:28 PM | ☑ | 2 |
| **Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Thu August 26 2021 05:55 PM | ☑ | 1 |
| **Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Mon August 23 2021 09:47 AM | ☑ | 1 |
| **Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Sun August 8 2021 09:02 PM | ☑ | 1 |
| **Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521**<br>Thu August 5 2021 03:58 PM | ☑ | 1 |

**10. G.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Patrick Brown, Purchasing Director |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Contract:** Approve Amendment One of the Professional Services Contract with Arizona Water Buffalo, LLC with additional compensation not to exceed $57,465 for a total contract amount of $107,415 for Water Services Consulting Services.

**STAFF RECOMMENDED ACTION:**

1. Approve Amendment One of the Professional Services Contract with Arizona Water Buffalo, LLC with additional compensation not to exceed $57,465 for a total contract amount of $107,415 for Water Services Consulting Services; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Water Services Director position became vacant on May 27, 2022. The City selected Andy Bertelsen as an internal interim Water Resources Director, but also entered into a Professional Services Contract for Water Services Consulting Services with Brad Hill of Arizona Water Buffalo, LLC for subject matter consultation. Andy Bertelsen left City employment and the City hired Arizona Water Buffalo, LLC, Brad Hill, under the Professional Services Contract as a Water Services Executive Consultant to act as the Interim Water Services Director during the recruiting process with an outside Executive Recruiter. Brad Hill was hired as a direct result of his intimate knowledge and experience with the City's water programs, facilities, needs and processes.

Amendment One is needed to cover the additional time that services are needed due to the longer than anticipated recruitment, and to assist the City with a transition to a new Water Services Director resulting from the recruitment.

**Financial Impact:**

City staff will use available salary savings and budget capacity to cover this additional $57,465 expense.

**Policy Impact:**

This Amendment One would not impact any City policies.

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

**Priority Based Budget Key Community Priorities and Objectives**

Enhance the organization's fiscal stability and increase efficiency and effectiveness
Become an employer of choice and provide employees with the necessary tools, training, and support

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

No.

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**Attachments:** Amendment One Contract
Exhibit A - Scope

**AMENDMENT ONE**

**City of Flagstaff Water Services**
**Professional Services**

**Water Services Executive Consulting Services**

**Contract No. 2022-146**

This First Amendment ("Amendment") to the fully executed Professional Services Contract No. 2022-146 dated 5/31/22 (the "Agreement") for Water Services Executive Consulting Services (the "Project") is made and entered into this ____ day of _____, 2022, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Arizona Water Buffalo, LLC. an Arizona limited liability company.

The parties to the Agreement for Water Services Executive Consulting, the City of Flagstaff and Arizona Water Buffalo, hereby agree to the following amendment: all other provisions of the Agreement shall remain unchanged in full force and effect.

Amendment to increase the Professional Services contract with Arizona Water Buffalo, LLC by $27,435.00 pursuant to ***Attachment A – Scope and Fee Increase***, under Article 2 for Compensation. New text and revision is underlined and bolded.

**ARTICLE 2 – COMPENSATION**

1. In consideration for the Consultant's satisfactory performance, City shall pay Consultant $135.00 per hour not to exceed ~~**$49,950.00**~~ **$107,415.00** during the course of this Contract. Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual contract price is less than $50,000; otherwise City Council approval is required.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above. This Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

*(Please sign in blue ink. Submit original signatures – photocopies not accepted)*

| **City of Flagstaff** | **Arizona Water Buffalo, LLC** |
|---|---|
| By:_____ | By:_____ |
| Greg Clifton, City Manager | |
| | Title:_____ |

Dated:_____ Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Arizona Water Buffalo LLC
*Hydrology & Water Resource Mgt.*

October 24, 2022

Patrick Brown, C.P.M., Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

RE: Proposed Scope of Services – Amendment No. 1 Scope & Fee for Services as the City of Flagstaff Water Services Director on a Part-Time, Temporary Basis.

In response to my conversations with Greg Clifton, Flagstaff City Manager, this letter contains a Scope of Services to provide an extension of executive-level support as the Water Services Director on a part-time, temporary basis to allow for the successful recruitment of a permanent Director. Since May 31, 2022, I have been providing executive-level services as the Interim Water Services Director under Contract No. 2022 – 146. My 12.5 years of employment with the City of Flagstaff with over nine (9) of those as the Director of the Water Services Division allow me the unique opportunity to step into the role as Director seamlessly.

It is anticipated that these extended services will be part-time and temporary; that is approximately 21 hours per week and not to exceed beyond February 28, 2022 or sooner should the City Manager elect to terminate. These services will be provided in both an in-person and remote (via TEAMS/ZOOM) setting.

**Scope of Services:**

Continue to provide support to the City Manager by acting as the Interim Water Services Director until a successful recruitment is finalized for the position. Examples generally described below include at a minimum the following:

- Actively support and uphold the City and Water Services Division's stated mission and values.
- Provide overall organization, coordination and leadership for the water, wastewater, reclaimed water and stormwater programs of the Water Services Division
- Advise and mentor section heads on problems relating to their respective responsibilities in an open-minded, truthful, respectful and trusted manner
- Responsible for ensuring the provisions of the division's approved budget are complied with and exercise control over their expenditure.

- Confer with the City Manager, City Council, Water Commission and the general public on matters pertaining to the division.
- Attend Council meetings and Work Sessions to represent division matters
- Keep the City Manager informed of divisional activities through meetings, written and oral reports

**TRAVEL**: It is anticipated there will be a need to spend 20 nights in a hotel (approximately two (2) nights per week, every other week) during the winter to provide these services.

**FEE**: To be billed at a rate of $135/hour for 399 hours for a labor price not to exceed $53,865. Travel expenses are anticipated to be $3,600. **Total Amendment No. 1 contract addition not-to-exceed $57,465 for a total contract of $107,415.** Monthly invoices to be paid within 30 days from the date of Invoice.

After reading this proposed Scope of Services and have questions, please do not hesitate to contact me. As always it's a pleasure to provide these services to the City of Flagstaff

Sincerely,

Bradley M Hill

Bradley M. Hill
Hydrologist – Owner
928-220-5789 (cell)

**10. H.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Gregory Conlin, Public Works Manager - Fleet Services

**Co-Submitter:** Emily Markel

**Date:** 10/25/2022

**Meeting Date:** 11/01/2022

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**TITLE:**

**Consideration and Approval of Contract:** Cooperative Purchase Contract with Empire Southwest, LLC for a Caterpillar 906 articulated loader in the amount of $133,698 on a National Intergovernmental Purchasing Alliance cooperative purchase agreement with the City of Tucson.

**STAFF RECOMMENDED ACTION:**

1. Approve the Cooperative Purchase Contract with Empire Southwest, LLC for a Caterpillar 906 articulated loader in the amount of $133,698; and
2. Direct the City Manager to execute the necessary documents.

**Executive Summary:**

The Solid Waste Collections Section is looking to purchase a Caterpillar 906 articulated loader for the primary use of loading bulk trash from the curb, sidewalks and streets into rear loading collection trash trucks during bulk trash collection process. This program has three (3) rear loading trucks but only one (1) articulated tractor. The current articulated tractor was purchased in 2015 and has over 33,000 hours of use on it. It is staff's goal to field both trucks in the bulk collection process, thus increasing productivity as well as employee safety. This will be achieved because the new equipment will limit the amount of time employees are required to hand toss large bulk trash/green waste piles into the back of collection trucks. This articulated loader does not require a Commercial Drivers License to operate, which will make staffing it use easier.

This addition to the Solid Waste Collections Fleet was approved the the City of Flagstaff's Fleet Management Committee.

**Financial Impact:**

The Solid Waste Residential Section has budgeted funding in Fiscal Year 2022-2023 of $133,698 for the purchase of a Caterpillar 906 articulated loader in account 211-06-166-0641-0-4401.

**Policy Impact:**

N/A

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

**Priority Based Budget Key Community Priorities and Objectives**

- Enhance the organization's fiscal stability & increase efficiency & effectiveness.
- Be an employer of choice through inclusive recruitment & by providing employees with the necessary tools, training, support & compensation.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

**Carbon Neutrality Plan**

- MM-2: Encourage sustainable consumption.
- MM-3: Divert more waste from the landfill.
- CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

**Regional Plan**

- Policy E & C.3.4. Invest in forest health and watershed protection measures.
- Policy E & C.6.2. Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under teir respective jurisdictions.

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

No

**Background/History:**

Empire Southwest, LLC holds a Local Government Purchasing Cooperative Contract #161534-01 with the City of Tucson Procurement Department, Public Sector to supply materials and/or services, which was awarded through a competitive and open procurement process. Empire Southwest, LLC is a dealer of Caterpillar equipment and the City has authority to enter into a Cooperative Purchase Contract to purchase the Caterpillar 906 articulated loader.

---

**Attachments:** Cooperative Purchase Agreement
Exhibit A - Quote
Cat 906 picture in action
Exhibit B - Agency Contract

**COOPERATIVE PURCHASE CONTRACT**
Contract No. 2023-44

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 906 Articulated Loader**

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 **one hundred and thirty-three thousand, six hundred and ninety-eight dollars ($133,698.00) plus 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**

1. **Contract #161524-01 City of Tucson Department of Procurement** (attached)
2. **Agency Contract Extension** (attached)

Greg Conlin
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

9/12/2022

Dear Greg, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Caterpillar 906.

## 2022 New Caterpillar 906 -14 Cab A/c

### Configured as Follows

LANE 3 ORDER
LIGHTS, ROAD, FN, LED, RH DIP
WEATHER, STD, FLUIDS
FILTER, FUEL, MANUAL
HYD, 3V, STD FLOW, STD LIFT
AUX, STD FLOW, 3 VALVE
KICKOUT, RTD, ROTARY SENSOR
KEY START, PASSCODE SECURITY
MIRROR INTERNAL, REAR VIEW
KEYPAD 8, RIM PULL/CREEP CTL
SEAT BELT, 3"
DOOR STOP, CAB
TIRES, 340/80 R18,FS,DURAFORCE
HITCH, REAR RETRIEVAL, STD
SERIALIZED TECHNICAL MEDIA KIT
ALARM, BACK UP
STANDARD RADIO (12V)
RUST PREVENTATIVE APPLICATOR
BUCKET-IND. GR, 68", BOCE
PREPARATION PKG-USA, ANSI
FAN, DEMAND, STD, PRECLEANER
ENGINE, C2.8, STAGE V
TRANS 25 MPH DIFF LOCK
COUPLER, SSL
RIDE CONTROL, NONE, STD LIFT
CAB, DLX, 2 SLIDING WINDOWS
MIRROR, EXT, STD
STORAGE, BASE TRAY
SEAT, DELUXE PLUS, AIR, HEAT
AIR CON, AUTO TEMP CONTROL
PRODUCT LINK, CELLULAR PL243
FENDERS, STANDARD
HYDRAULIC OIL, STANDARD
LIGHTS, CAB, PREMIUM, 8X LED
HARNESS, WIRING, WT, SSL
PACKING, LAST MILE PROGRAM
BUCKET-GP, 1.2 YD3, SSL,BOCE

### Warranty

5 Yr 5000 Hr Gov PT Hyd + Tech

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

### Pricing Summary

**NIPA City of Tucson Pricing # 161534**

| | |
|---|---|
| **Sale Price:** | $122,771 |
| **Sales Tax:** | $10,927 |
| **Net Total:** | **$133,698** |

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

Sincerely,

Todd Owen
Account Manager

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



# 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:

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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.

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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

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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.

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**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.

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**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:

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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

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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.

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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.

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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,

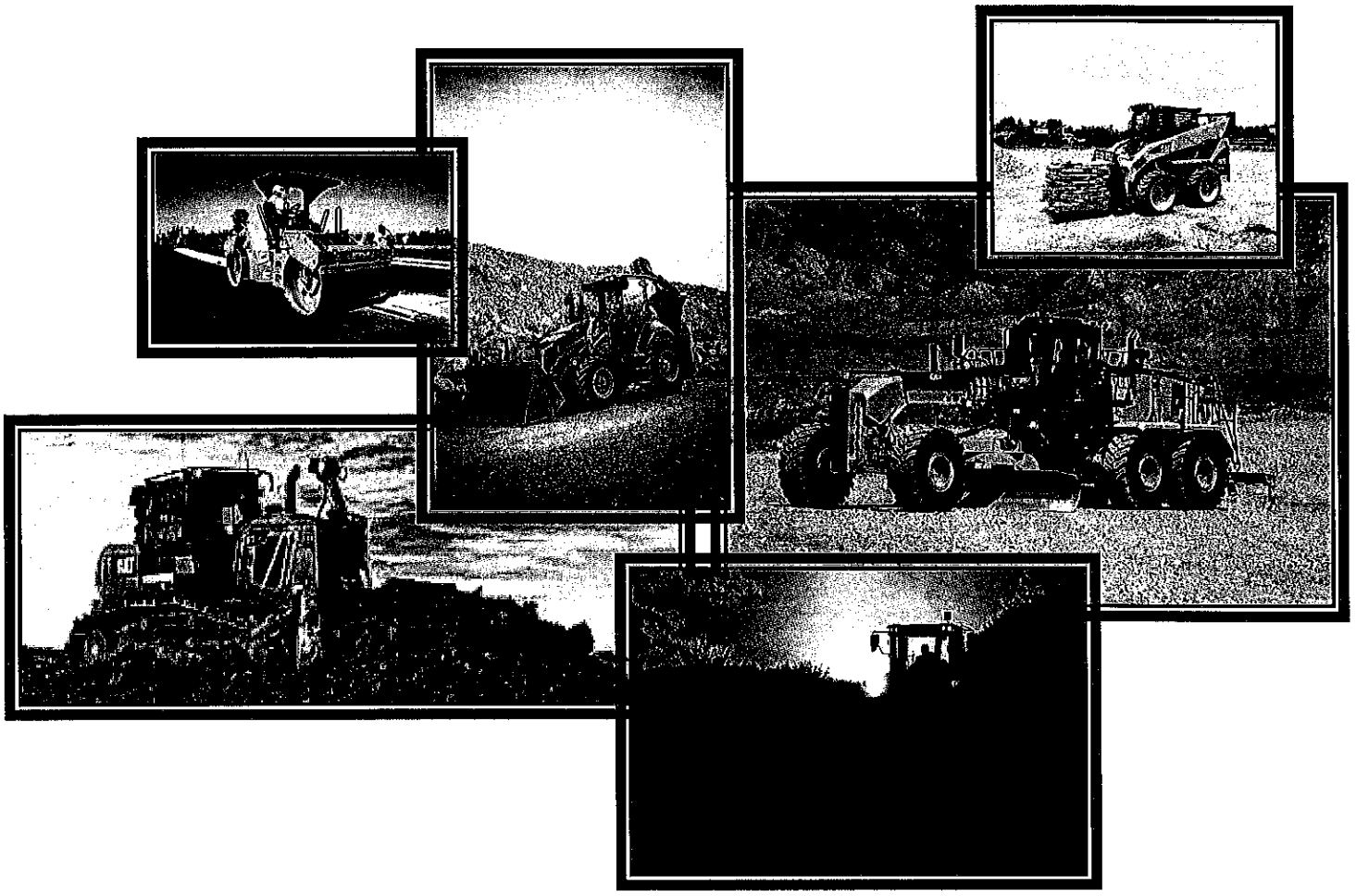
Jeffrey Whiting
Contract Officer

# 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

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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<br>**Illinois:** Aurora, Decatur, East Peoria<br>**North Carolina:** Clayton, Sanford<br>**Texas:** Victoria<br>**Georgia:** Athens | **Belgium:** Gosselies<br>**Brazil:** Campo Largo, Piracicaba<br>**China:** Suzhou, Wujiang Xuzhou, Qingzhou<br>**France:** Grenoble, Echirolles<br>**Hungary:** Godollo<br>**India:** Thiruvallur<br>**Indonesia:** Jakarta<br>**Japan:** Akashi, Sagamihara<br>**Poland:** Janow, Sosnowiec<br>**Russia:** Tosno, Novosibirsk<br>**United Kingdom:** Desford, Stockton<br>**Thailand:** Rayong |
| **RESOURCE INDUSTRIES** | |
| **Illinois:** Aurora, Decatur, East Peoria, Joliet<br>**North Carolina:** Winston-Salem<br>**Pennsylvania:** Houston<br>**South Carolina:** Sumter<br>**Tennessee:** Dyersburg<br>**Texas:** Dennison<br>**Wisconsin:** South Milwaukee | **Australia:** Beresfield, Burnie<br>**China:** Langfang, Tongzhou, Wuxi, Zhengzhou<br>**Czech Republic:** Ostrava<br>**France:** Arras<br>**Germany:** Dortmund, Lunen<br>**India:** Hosur, Thiruvallur<br>**Indonesia:** Batam<br>**Italy:** Jesi<br>**Japan:** Sagamihara<br>**Mexico:** Acuña, Monterrey, Reynosa, Torreon<br>**Russia:** Tosno<br>**Thailand:** Rayong<br>**United Kingdom:** Peterlee |
| **ENERGY & TRANSPORTATION** | |
| **Alabama:** Albertville, Montgomery<br>**California:** San Diego<br>**Georgia:** Griffin<br>**Illinois:** LaGrange, Mossville, Mapleton, Pontiac<br>**Indiana:** Lafayette, Muncie<br>**Kentucky:** Decoursey, Louisville, Mayfield<br>**South Carolina:** Newberry<br>**Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman | **Australia:** Revesby<br>**Belgium:** Gosselies<br>**Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas<br>**China:** Tianjin, Wuxi<br>**Czech Republic:** Zatec<br>**Germany:** Kiel, Mannheim, Rostock<br>**India:** Hosur, Aurangabad<br>**Mexico:** San Luis Potosi, Tijuana<br>**Republic of Singapore:** Singapore<br>**Sweden:** Ockero Islands<br>**Switzerland:** Riazzino<br>**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.

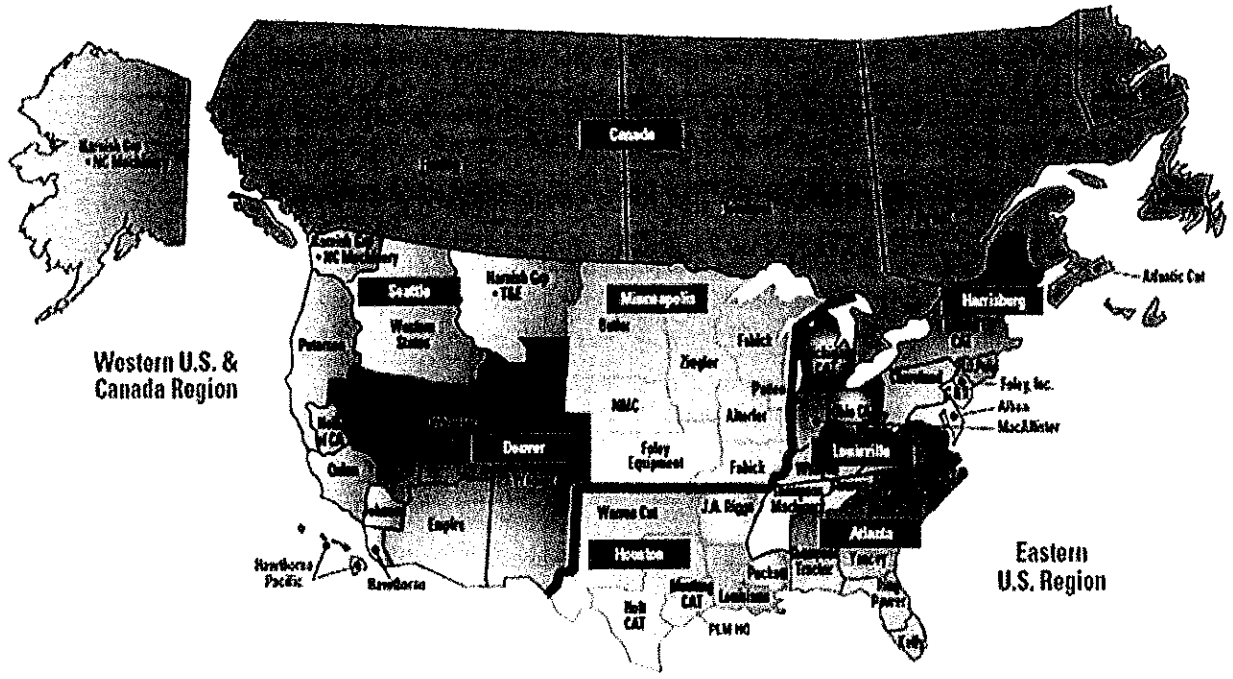



Image 1: North American Dealer Network

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.

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| 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.

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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**

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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.

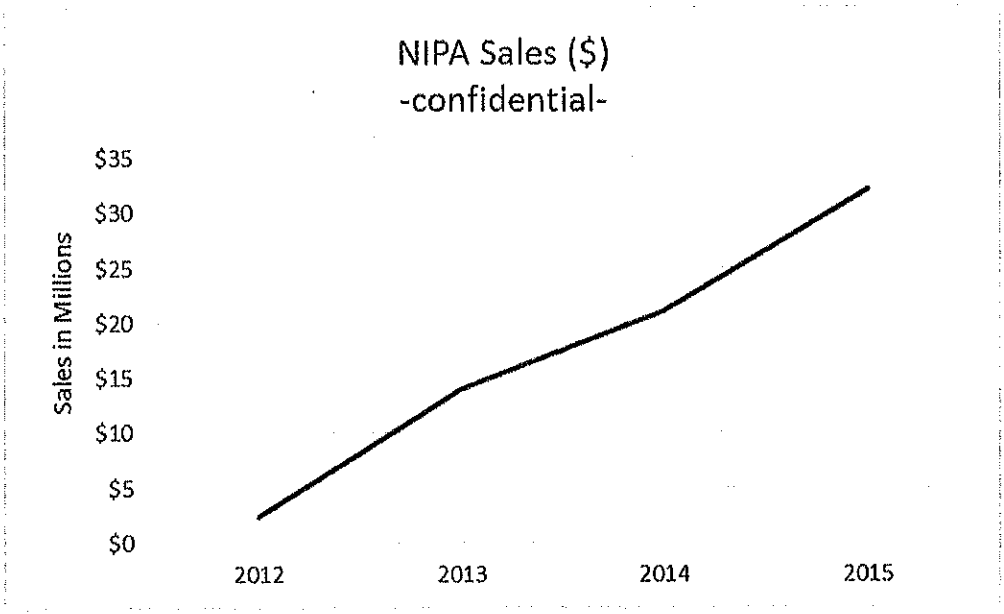
Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

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

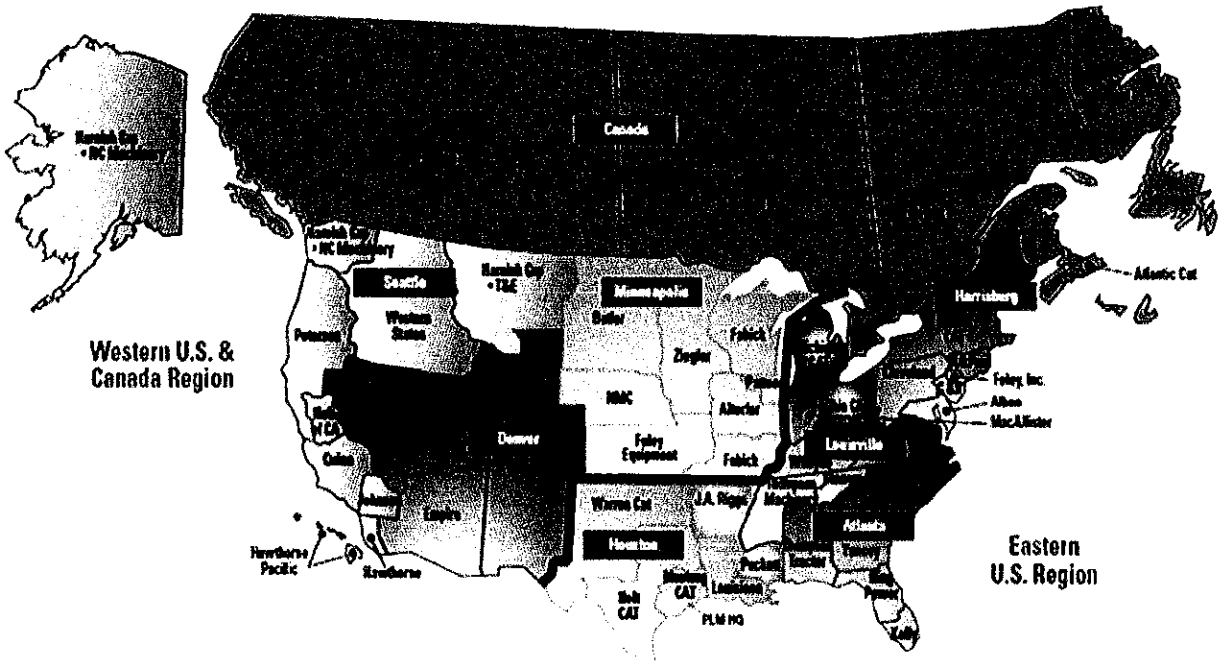



Image 2, Caterpillar North American Dealer Territories

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<br>**Illinois:** Aurora, Decatur, East Peoria<br>**North Carolina:** Clayton, Sanford<br>**Texas:** Victoria<br>**Georgia:** Athens | **Belgium:** Gosselies<br>**Brazil:** Campo Largo, Piracicaba<br>**China:** Suzhou, Wujiang, Xuzhou, Qingzhou<br>**France:** Grenoble, Echirolles<br>**Hungary:** Godollo<br>**India:** Thiruvallar<br>**Indonesia:** Jakarta<br>**Japan:** Akashi, Sagamihara<br>**Poland:** Janow, Sosnowiec<br>**Russia:** Tosno, Novosibirsk<br>**United Kingdom:** Desford, Stockton<br>**Thailand:** Rayong |

| | | |
|---|---|---|
| **Resource Industries** | **Illinois:** Aurora, Decatur, East Peoria, Joliet<br>**North Carolina:** Winston-Salem<br>**Pennsylvania:** Houston<br>**South Carolina:** Sumter<br>**Tennessee:** Dyersburg<br>**Texas:** Denison<br>**Wisconsin:** South Milwaukee | **Australia:** Beresfield, Burnie<br>**China:** Langfang, Tongzhou, Wuxi, Zhengzhou<br>**Czech Republic:** Ostrava<br>**France:** Arras<br>**Germany:** Dortmund, Lunen<br>**India:** Hosur, Thiruvallur<br>**Indonesia:** Batam<br>**Italy:** Jesi<br>**Japan:** Sagamihara<br>**Mexico:** Acuna, Monterrey, Reynosa, Torreon<br>**Russia:** Tosno<br>**Thailand:** Rayong<br>**United Kingdom:** Peterlee |
| **Energy & Transportation** | **Alabama:** Albertville, Montgomery<br>**California:** San Diego<br>**Georgia:** Griffin<br>**Illinois:** LaGrange, Mossville, Mapleton, Pontiac<br>**Indiana:** Lafayette, Muncie<br>**Kentucky:** Decoursey, Louisville, Mayfield<br>**South Carolina:** Newberry<br>**Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman | **Australia:** Revesby<br>**Belgium:** Gosselies<br>**Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas<br>**China:** Tianjin, Wuxi<br>**Czech Republic:** Zatec<br>**Germany:** Kiel, Mannheim, Rostock<br>**India:** Hosur, Aurangabad<br>**Mexico:** San Luis Potosi, Tijuana<br>**Republic of Singapore:** Singapore<br>**Sweden:** Ockero Islands<br>**Switzerland:** Riazzino<br>**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<br>**Illinois:** Aurora, Decatur, East Peoria<br>**North Carolina:** Clayton, Sanford<br>**Texas:** Victoria<br>**Georgia:** Athens | **Belgium:** Gosselies<br>**Brazil:** Campo Largo, Piracicaba<br>**China:** Suzhou, Wujiang Xuzhou, Qingzhou<br>**France:** Grenoble, Echirolles<br>**Hungary:** Godollo<br>**India:** Thiruvallur<br>**Indonesia:** Jakarta<br>**Japan:** Akashi, Sagamihara<br>**Poland:** Janow, Sosnowiec<br>**Russia:** Tosno, Novosibirsk<br>**United Kingdom:** Desford, Stockton<br>**Thailand:** Rayong |
| **RESOURCE INDUSTRIES** | |
| **Illinois:** Aurora, Decatur, East Peoria, Joliet<br>**North Carolina:** Winston-Salem<br>**Pennsylvania:** Houston<br>**South Carolina:** Sumter<br>**Tennessee:** Dyersburg<br>**Texas:** Dennison<br>**Wisconsin:** South Milwaukee | **Australia:** Beresfield, Burnie<br>**China:** Langfang, Tongzhou, Wuxi, Zhengzhou<br>**Czech Republic:** Ostrava<br>**France:** Arras<br>**Germany:** Dortmund, Lunen<br>**India:** Hosur, Thiruvallur<br>**Indonesia:** Batam<br>**Italy:** Jesi<br>**Japan:** Sagamihara<br>**Mexico:** Acuña, Monterrey, Reynosa, Torreon<br>**Russia:** Tosno<br>**Thailand:** Rayong<br>**United Kingdom:** Peterlee |
| **ENERGY & TRANSPORTATION** | |
| **Alabama:** Albertville, Montgomery<br>**California:** San Diego<br>**Georgia:** Griffin<br>**Illinois:** LaGrange, Mossville, Mapleton, Pontiac<br>**Indiana:** Lafayette, Muncie<br>**Kentucky:** Decoursey, Louisville, Mayfield<br>**South Carolina:** Newberry<br>**Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman | **Australia:** Revesby<br>**Belgium:** Gosselies<br>**Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas<br>**China:** Tianjin, Wuxi<br>**Czech Republic:** Zatec<br>**Germany:** Kiel, Mannheim, Rostock<br>**India:** Hosur, Aurangabad<br>**Mexico:** San Luis Potosi, Tijuana<br>**Republic of Singapore:** Singapore<br>**Sweden:** Ockero Islands<br>**Switzerland:** Riazzino<br>**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.

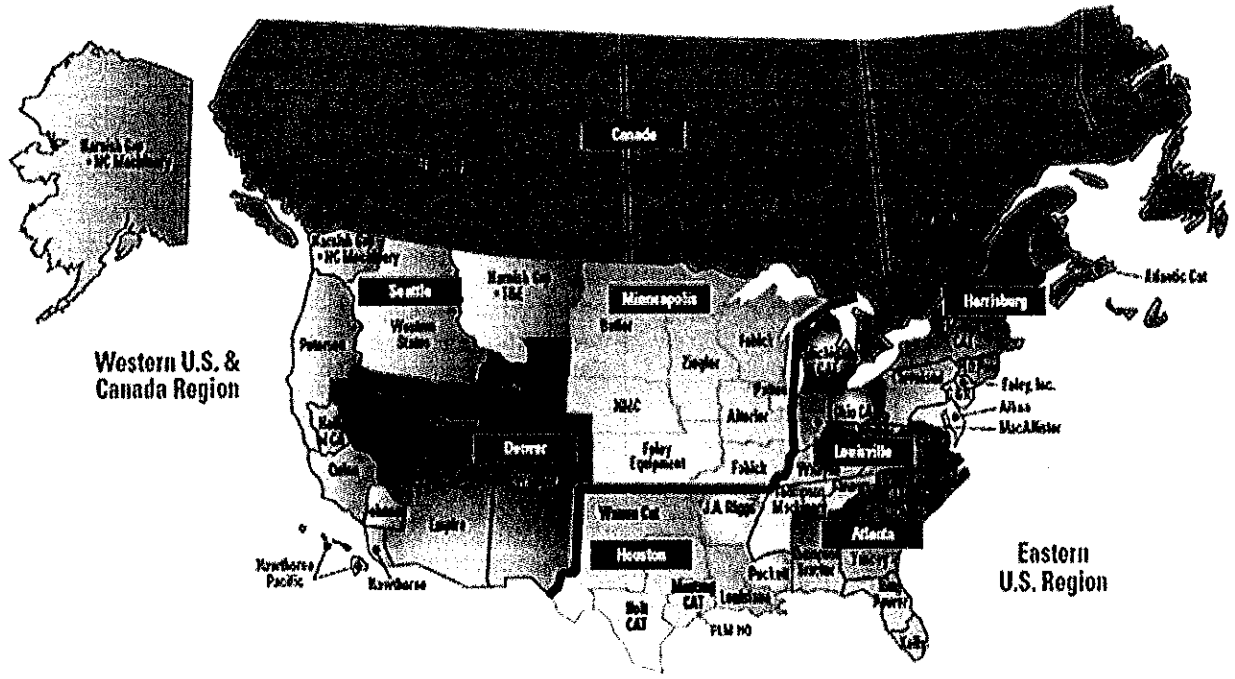



Image 1: North American Dealer Network

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)<br>Broce Brooms<br>JLG (Man lifts)<br>Mega (Water tanks, Towers and Trailers)<br>Genie (Man lifts and Telehandlers)<br>Progressive Solar (Solar Power Light Plants)<br>Multiquip Power<br>Sullair Air Compressors<br>Rockland (Buckets and Dozer Blades)<br>Paladin (Couplers and Attachments)<br>CE Attachments (Attachments)<br>Dymax (Attachments)<br>Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)<br>Wain-Roy | Fuso Trucks<br>Mac Trailers<br>Maintainer (Service Bodies)<br>Murray Trailers (Heavy Haul)<br>Trail King (Small to Heavy Haul)<br>UTB (Service Bodies)<br>Fleming Trailers |
| **Agriculture** | **Technology** |
| Challenger Tractors<br>Massey Ferguson Tractors<br>Rome (Construction Grade Discs and Plows)<br>Woods (Scrapers and Mowers)<br>Gearmore (Attachments)<br>Reynolds (Scrapers)<br>TG Schmeiser (Box blades, Land Levelers)<br>Wilcox Tillage (Rippers, discs, subsoilers, crumblers) | Spectra Precision (Survey Instruments)<br>Trimble (2D and 3D Grading Systems)<br>Accugrade (Caterpillar Grade Control)<br>Seco (Surveying and Site Prep)<br>Laserline (Laser Controls)<br>Apache (Grade Control, GPS and Lasers)<br>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)<br>Broce Brooms<br>JLG (Man lifts)<br>Mega (Water tanks, Towers and Trailers)<br>Genie (Man lifts and Telehandlers)<br>Progressive Solar (Solar Power Light Plants)<br>Multiquip Power<br>Sullair Air Compressors<br>Rockland (Buckets and Dozer Blades)<br>Paladin (Couplers and Attachments)<br>CE Attachments (Attachments)<br>Dymax (Attachments)<br>Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)<br>Wain-Roy | Fuso Trucks<br>Mac Trailers<br>Maintainer (Service Bodies)<br>Murray Trailers (Heavy Haul)<br>Trail King (Small to Heavy Haul)<br>UTB (Service Bodies)<br>Fleming Trailers |
| **Agriculture** | **Technology** |
| Challenger Tractors<br>Massey Ferguson Tractors<br>Rome (Construction Grade Discs and Plows)<br>Woods (Scrapers and Mowers)<br>Gearmore (Attachments)<br>Reynolds (Scrapers)<br>TG Schmeiser (Box blades, Land Levelers)<br>Wilcox Tillage (Rippers, discs, subsoilers, crumblers) | Spectra Precision (Survey Instruments)<br>Trimble (2D and 3D Grading Systems)<br>Accugrade (Caterpillar Grade Control)<br>Seco (Surveying and Site Prep)<br>Laserline (Laser Controls)<br>Apache (Grade Control, GPS and Lasers)<br>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.

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| 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 |

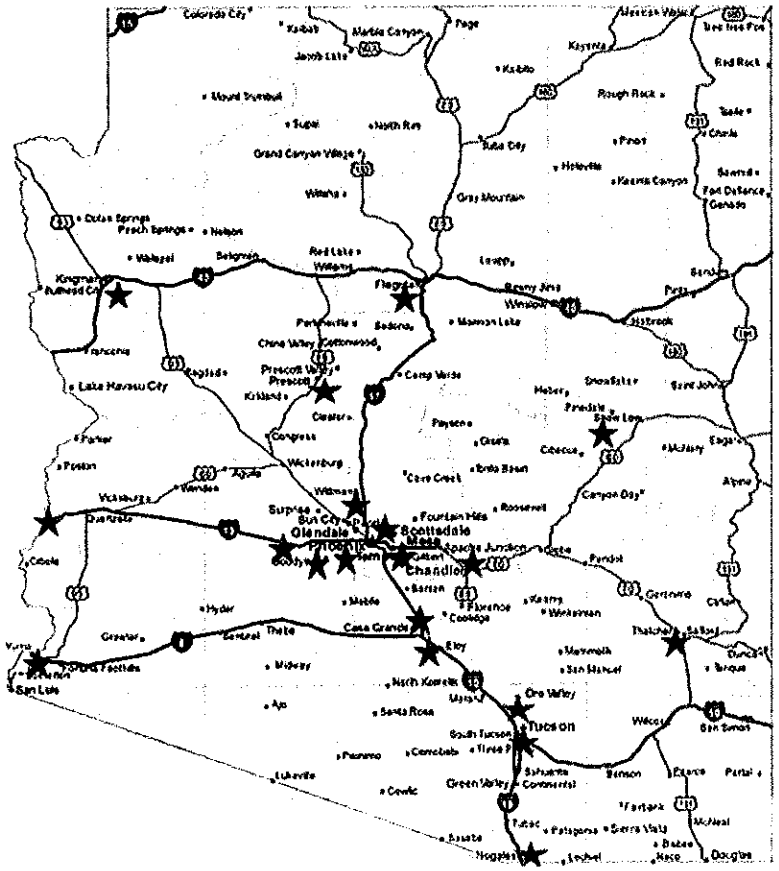



Image: Empire locations

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

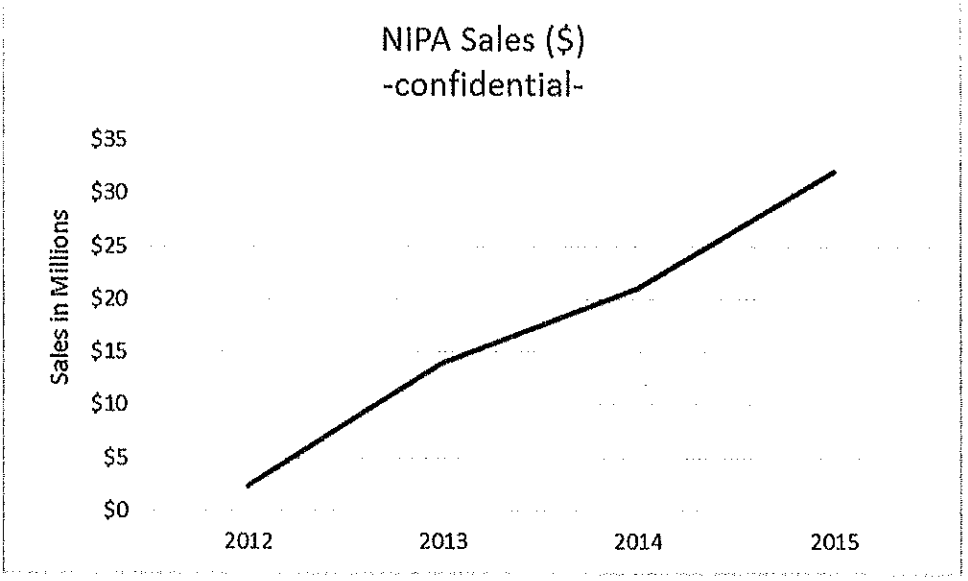
Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

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<br>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<br>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+)

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# *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.**

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**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.**

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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.

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**II. PRODUCTS THAT COST AUD 40,000 OR LESS,**

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**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.**

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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<br>**Illinois:** Aurora, Decatur, East Peoria<br>**North Carolina:** Clayton, Sanford<br>**Texas:** Victoria<br>**Georgia:** Athens | **Belgium:** Gosselies<br>**Brazil:** Campo Largo, Piracicaba<br>**China:** Suzhou, Wujiang Xuzhou, Qingzhou<br>**France:** Grenoble, Echirolles<br>**Hungary:** Godollo<br>**India:** Thiruvallur<br>**Indonesia:** Jakarta<br>**Japan:** Akashi, Sagamihara<br>**Poland:** Janow, Sosnowiec<br>**Russia:** Tosno, Novosibirsk<br>**United Kingdom:** Desford, Stockton<br>**Thailand:** Rayong |
| **RESOURCE INDUSTRIES** | |

| | |
|---|---|
| **Illinois:** Aurora, Decatur, East Peoria, Joliet<br>**North Carolina:** Winston-Salem<br>**Pennsylvania:** Houston<br>**South Carolina:** Sumter<br>**Tennessee:** Dyersburg<br>**Texas:** Dennison<br>**Wisconsin:** South Milwaukee | **Australia:** Beresfield, Burnie<br>**China:** Langfang, Tongzhou, Wuxi, Zhengzhou<br>**Czech Republic:** Ostrava<br>**France:** Arras<br>**Germany:** Dortmund, Lunen<br>**India:** Hosur, Thiruvallur<br>**Indonesia:** Batam<br>**Italy:** Jesi<br>**Japan:** Sagamihara<br>**Mexico:** Acuña, Monterrey, Reynosa, Torreon<br>**Russia:** Tosno<br>**Thailand:** Rayong<br>**United Kingdom:** Peterlee |
| **ENERGY & TRANSPORTATION** | |
| **Alabama:** Albertville, Montgomery<br>**California:** San Diego<br>**Georgia:** Griffin<br>**Illinois:** LaGrange, Mossville, Mapleton, Pontiac<br>**Indiana:** Lafayette, Muncie<br>**Kentucky:** Decoursey, Louisville, Mayfield<br>**South Carolina:** Newberry<br>**Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman | **Australia:** Revesby<br>**Belgium:** Gosselies<br>**Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas<br>**China:** Tianjin, Wuxi<br>**Czech Republic:** Zatec<br>**Germany:** Kiel, Mannheim, Rostock<br>**India:** Hosur, Aurangabad<br>**Mexico:** San Luis Potosi, Tijuana<br>**Republic of Singapore:** Singapore<br>**Sweden:** Ockero Islands<br>**Switzerland:** Riazzino<br>**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.

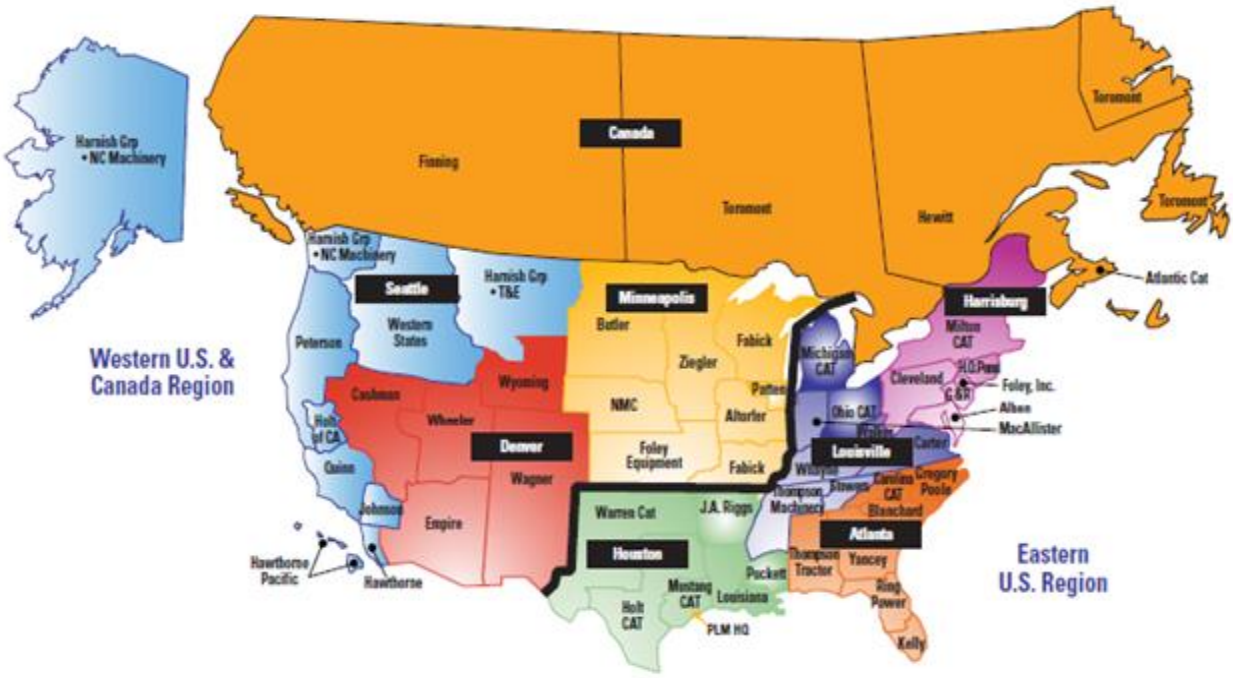



Image 1: North American Dealer Network

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)<br>Broce Brooms<br>JLG (Man lifts)<br>Mega (Water tanks, Towers and Trailers)<br>Genie (Man lifts and Telehandlers)<br>Progressive Solar (Solar Power Light Plants)<br>Multiquip Power<br>Sullair Air Compressors<br>Rockland (Buckets and Dozer Blades)<br>Paladin (Couplers and Attachments)<br>CE Attachments (Attachments)<br>Dymax (Attachments)<br>Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)<br>Wain-Roy | Fuso Trucks<br>Mac Trailers<br>Maintainer (Service Bodies)<br>Murray Trailers (Heavy Haul)<br>Trail King (Small to Heavy Haul)<br>UTB (Service Bodies)<br>Fleming Trailers |
| **Agriculture** | **Technology** |
| Challenger Tractors<br>Massey Ferguson Tractors<br>Rome (Construction Grade Discs and Plows)<br>Woods (Scrapers and Mowers)<br>Gearmore (Attachments)<br>Reynolds (Scrapers)<br>TG Schmeiser (Box blades, Land Levelers)<br>Wilcox Tillage (Rippers, discs, subsoilers, crumblers) | Spectra Precision (Survey Instruments)<br>Trimble (2D and 3D Grading Systems)<br>Accugrade (Caterpillar Grade Control)<br>Seco (Surveying and Site Prep)<br>Laserline (Laser Controls)<br>Apache (Grade Control, GPS and Lasers)<br>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)<br>Broce Brooms<br>JLG (Man lifts)<br>Mega (Water tanks, Towers and Trailers)<br>Genie (Man lifts and Telehandlers)<br>Progressive Solar (Solar Power Light Plants)<br>Multiquip Power<br>Sullair Air Compressors<br>Rockland (Buckets and Dozer Blades)<br>Paladin (Couplers and Attachments)<br>CE Attachments (Attachments)<br>Dymax (Attachments)<br>Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)<br>Wain-Roy | Fuso Trucks<br>Mac Trailers<br>Maintainer (Service Bodies)<br>Murray Trailers (Heavy Haul)<br>Trail King (Small to Heavy Haul)<br>UTB (Service Bodies)<br>Fleming Trailers |
| **Agriculture** | **Technology** |
| Challenger Tractors<br>Massey Ferguson Tractors<br>Rome (Construction Grade Discs and Plows)<br>Woods (Scrapers and Mowers)<br>Gearmore (Attachments)<br>Reynolds (Scrapers)<br>TG Schmeiser (Box blades, Land Levelers)<br>Wilcox Tillage (Rippers, discs, subsoilers, crumblers) | Spectra Precision (Survey Instruments)<br>Trimble (2D and 3D Grading Systems)<br>Accugrade (Caterpillar Grade Control)<br>Seco (Surveying and Site Prep)<br>Laserline (Laser Controls)<br>Apache (Grade Control, GPS and Lasers)<br>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<br>**Illinois:** Aurora, Decatur, East Peoria<br>**North Carolina:** Clayton, Sanford<br>**Texas:** Victoria<br>**Georgia:** Athens | **Belgium:** Gosselies<br>**Brazil:** Campo Largo, Piracicaba<br>**China:** Suzhou, Wujiang Xuzhou, Qingzhou<br>**France:** Grenoble, Echirolles<br>**Hungary:** Godollo<br>**India:** Thiruvallur<br>**Indonesia:** Jakarta<br>**Japan:** Akashi, Sagamihara<br>**Poland:** Janow, Sosnowiec<br>**Russia:** Tosno, Novosibirsk<br>**United Kingdom:** Desford, Stockton<br>**Thailand:** Rayong |
| **RESOURCE INDUSTRIES** | |
| **Illinois:** Aurora, Decatur, East Peoria, Joliet<br>**North Carolina:** Winston-Salem<br>**Pennsylvania:** Houston<br>**South Carolina:** Sumter<br>**Tennessee:** Dyersburg<br>**Texas:** Dennison<br>**Wisconsin:** South Milwaukee | **Australia:** Beresfield, Burnie<br>**China:** Langfang, Tongzhou, Wuxi, Zhengzhou<br>**Czech Republic:** Ostrava<br>**France:** Arras<br>**Germany:** Dortmund, Lunen<br>**India:** Hosur, Thiruvallur<br>**Indonesia:** Batam<br>**Italy:** Jesi<br>**Japan:** Sagamihara<br>**Mexico:** Acuña, Monterrey, Reynosa, Torreon<br>**Russia:** Tosno<br>**Thailand:** Rayong<br>**United Kingdom:** Peterlee |
| **ENERGY & TRANSPORTATION** | |
| **Alabama:** Albertville, Montgomery<br>**California:** San Diego<br>**Georgia:** Griffin<br>**Illinois:** LaGrange, Mossville, Mapleton, Pontiac<br>**Indiana:** Lafayette, Muncie<br>**Kentucky:** Decoursey, Louisville, Mayfield<br>**South Carolina:** Newberry<br>**Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman | **Australia:** Revesby<br>**Belgium:** Gosselies<br>**Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas<br>**China:** Tianjin, Wuxi<br>**Czech Republic:** Zatec<br>**Germany:** Kiel, Mannheim, Rostock<br>**India:** Hosur, Aurangabad<br>**Mexico:** San Luis Potosi, Tijuana<br>**Republic of Singapore:** Singapore<br>**Sweden:** Ockero Islands<br>**Switzerland:** Riazzino<br>**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.

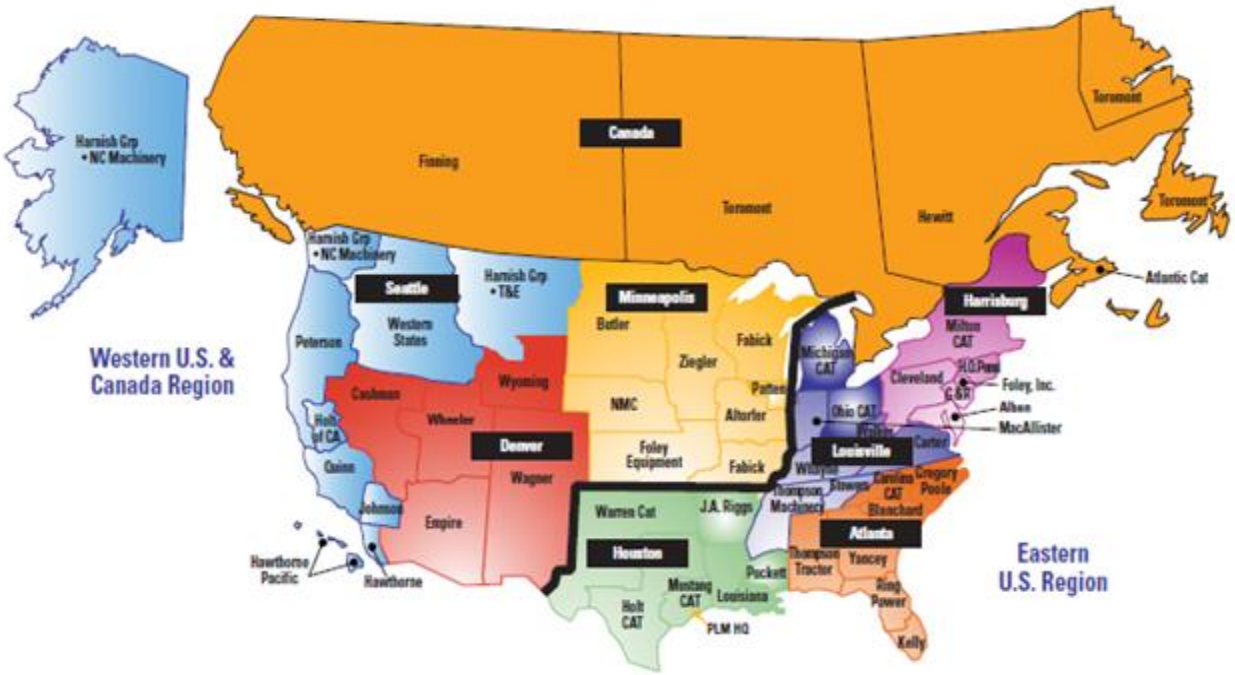



Image 1: North American Dealer Network

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)<br>Broce Brooms<br>JLG (Man lifts)<br>Mega (Water tanks, Towers and Trailers)<br>Genie (Man lifts and Telehandlers)<br>Progressive Solar (Solar Power Light Plants)<br>Multiquip Power<br>Sullair Air Compressors<br>Rockland (Buckets and Dozer Blades)<br>Paladin (Couplers and Attachments)<br>CE Attachments (Attachments)<br>Dymax (Attachments)<br>Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)<br>Wain-Roy | Fuso Trucks<br>Mac Trailers<br>Maintainer (Service Bodies)<br>Murray Trailers (Heavy Haul)<br>Trail King (Small to Heavy Haul)<br>UTB (Service Bodies)<br>Fleming Trailers |
| **Agriculture** | **Technology** |
| Challenger Tractors<br>Massey Ferguson Tractors<br>Rome (Construction Grade Discs and Plows)<br>Woods (Scrapers and Mowers)<br>Gearmore (Attachments)<br>Reynolds (Scrapers)<br>TG Schmeiser (Box blades, Land Levelers)<br>Wilcox Tillage (Rippers, discs, subsoilers, crumblers) | Spectra Precision (Survey Instruments)<br>Trimble (2D and 3D Grading Systems)<br>Accugrade (Caterpillar Grade Control)<br>Seco (Surveying and Site Prep)<br>Laserline (Laser Controls)<br>Apache (Grade Control, GPS and Lasers)<br>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.

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| 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.

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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**

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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)

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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

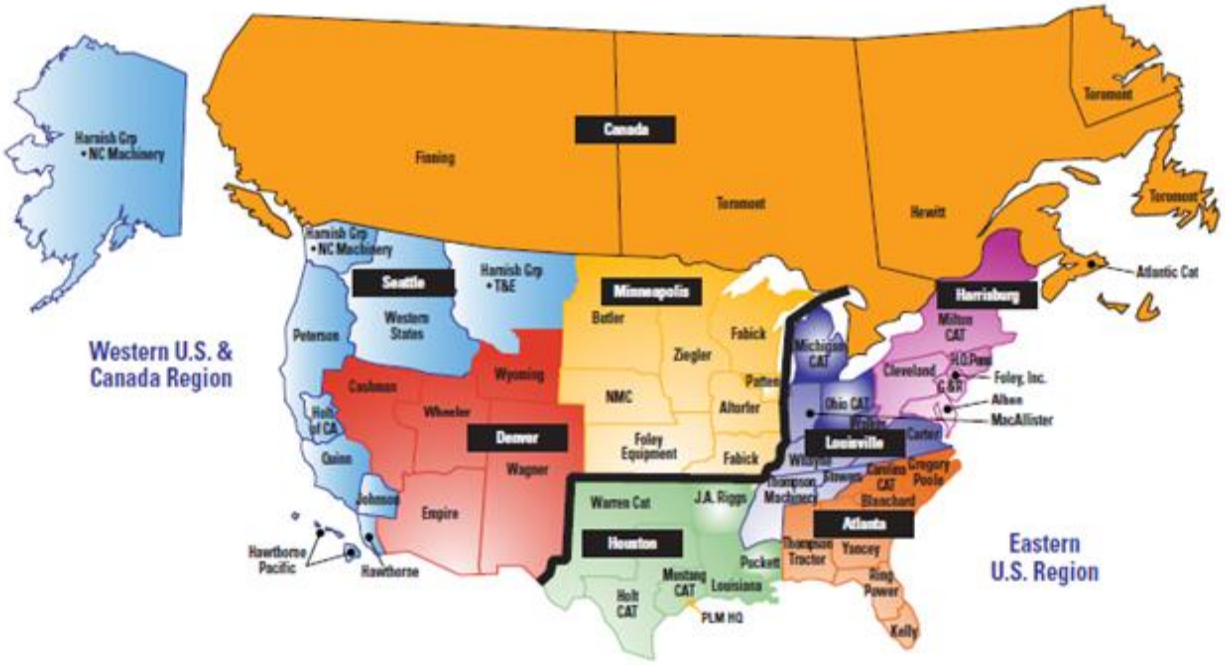



Image 2, Caterpillar North American Dealer Territories

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<br>**Illinois:** Aurora, Decatur, East Peoria<br>**North Carolina:** Clayton, Sanford<br>**Texas:** Victoria<br>**Georgia:** Athens | **Belgium:** Gosselies<br>**Brazil:** Campo Largo, Piracicaba<br>**China:** Suzhou, Wujiang, Xuzhou, Qingzhou<br>**France:** Grenoble, Echirolles<br>**Hungary:** Godollo<br>**India:** Thiruvallar<br>**Indonesia:** Jakarta<br>**Japan:** Akashi, Sagamihara<br>**Poland:** Janow, Sosnowiec<br>**Russia:** Tosno, Novosibirsk<br>**United Kingdom:** Desford, Stockton<br>**Thailand:** Rayong |

| | | |
|---|---|---|
| **Resource Industries** | **Illinois:** Aurora, Decatur, East Peoria, Joliet<br>**North Carolina**: Winston-Salem<br>**Pennsylvania:** Houston<br>**South Carolina:** Sumter<br>**Tennessee:** Dyersburg<br>**Texas:** Denison<br>**Wisconsin:** South Milwaukee | **Australia:** Beresfield, Burnie<br>**China:** Langfang, Tongzhou, Wuxi, Zhengzhou<br>**Czech Republic:** Ostrava<br>**France:** Arras<br>**Germany:** Dortmund, Lunen<br>**India:** Hosur, Thiruvallur<br>**Indonesia:** Batam<br>**Italy:** Jesi<br>**Japan:** Sagamihara<br>**Mexico:** Acuna, Monterrey, Reynosa, Torreon<br>**Russia:** Tosno<br>**Thailand:** Rayong<br>**United Kingdom:** Peterlee |
| **Energy & Transportation** | **Alabama:** Albertville, Montgomery<br><br>**California:** San Diego<br>**Georgia:** Griffin<br><br>**Illinois:** LaGrange, Mossville, Mapleton, Pontiac<br>**Indiana:** Lafayette, Muncie<br>**Kentucky:** Decoursey, Louisville, Mayfield<br>**South Carolina:** Newberry<br>**Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman | **Australia:** Revesby<br><br>**Belgium:** Gosselies<br>**Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas<br>**China**: Tianjin, Wuxi<br>**Czech Republic:** Zatec<br>**Germany:** Kiel, Mannheim, Rostock<br>**India:** Hosur, Aurangabad<br>**Mexico:** San Luis Potosi, Tijuana<br><br>**Republic of Singapore:** Singapore<br>**Sweden:** Ockero Islands<br>**Switzerland:** Riazzino<br>**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.

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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.

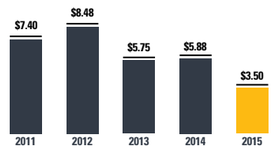
AT-A-GLANCE

# FINANCIAL PERFORMANCE

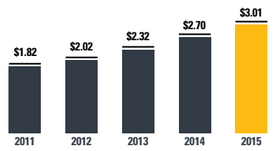
## PRODUCT LINE

- Construction
- Mining Equipment
- Diesel & Natural Gas Engines
- Industrial Gas Turbines
- Diesel-Electric Locomotives

### PROFIT PER SHARE
(DILUTED)




### DIVIDENDS DECLARED
(PER SHARE)




## END MARKETS INCLUDE:

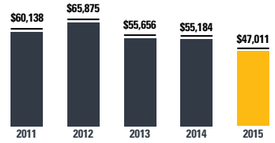
Building Construction
Roads and Highway Construction
Infrastructure Projects
Mining
Quarrying
Oil & Gas
Power Generation
Marine
Rail
Industrial

**3Million+**
Products at Work Around the World

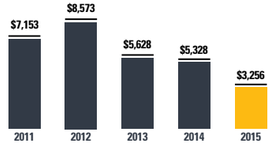
**105,700**
Employees

**59%**
Sales and Revenues Outside the United States

### CONSOLIDATED SALES AND REVENUES
($ IN MILLIONS)



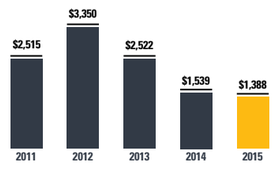

### OPERATING PROFIT
($ IN MILLIONS)



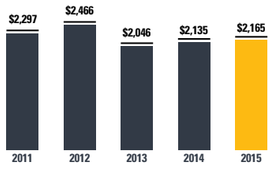

### CONSOLIDATED SALES AND REVENUES BY SEGMENT
($ IN MILLIONS)



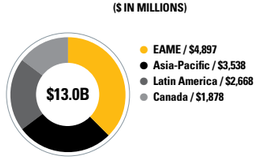

### CAPITAL EXPENDITURES
(EXCLUDES EQUIPMENT LEASED TO OTHERS)
($ IN MILLIONS)




### 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.

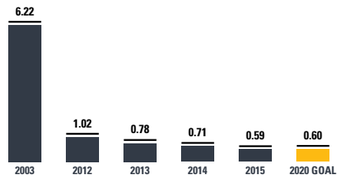
### REMAN AND REBUILD
Increase remanufactured and rebuild business sales by 20 percent from 2013.

AT-A-GLANCE

# SUSTAINABILITY GOALS & PROGRESS

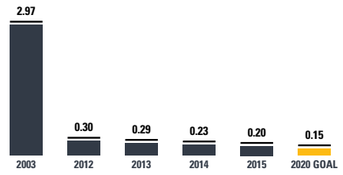
## RECORDABLE INJURY FREQUENCY (RIF)

**Recordable injuries per 200,000 hours worked**



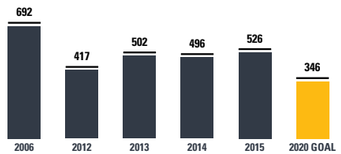

## LOST-TIME CASE FREQUENCY RATE (LTCFR)

**Work-related injuries resulting in lost time per 200,000 hours worked**



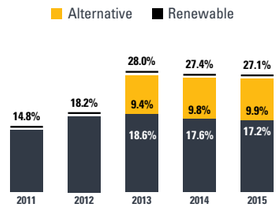

## ENERGY INTENSITY

**Absolute gigajoules energy use/million dollars of revenue**



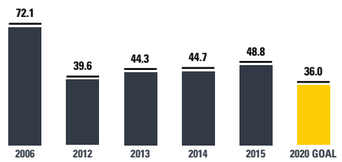

## ALTERNATIVE/RENEWABLE ENERGY[1]

**Sum of alternative and renewable electrical energy use/total electrical use x 100**



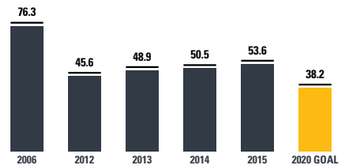

## GHG EMISSIONS INTENSITY

**Absolute metric tons of CO2e/million dollars of revenue**



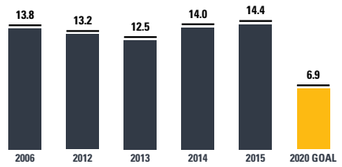

## WATER CONSUMPTION INTENSITY[2,3]

**Absolute thousand gallons of water/million dollars of revenue**



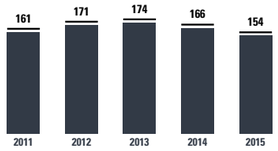

## BYPRODUCT MATERIALS INTENSITY

**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.

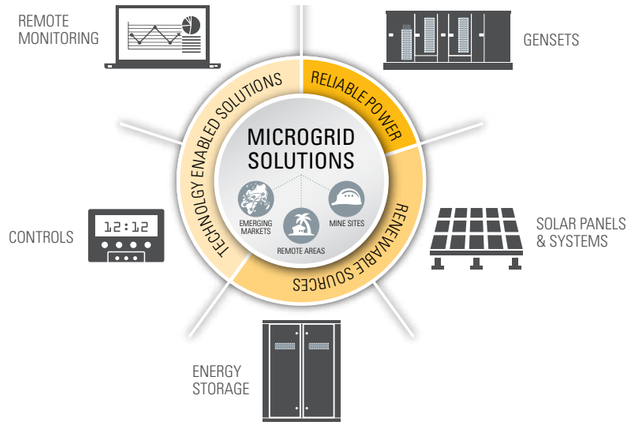
For example, microgrid technologies that couple renewable energy generation with traditional generators and energy storage systems can be deployed to places where the grid is weak, or does not reach. In 2015, Caterpillar entered a strategic alliance with solar industry leader First Solar to develop and 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

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D. James Umpleby III
Denise Johnson – effective 2016

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Christopher M. Reitz

**Assistant Secretary**
Patrick G. Holcombe

**Assistant Secretary**
Joni J. Funk

*Appointed in 2015
**Retired in 2015

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# LEGAL STATEMENTS

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**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.**

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*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.**

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# 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**<br>**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**<br>**255 W. Alameda, Tucson, AZ 85701** |
| **CONTRACT OFFICER:** | **Jeffrey Whiting** |
| **TELEPHONE NUMBER:** | **(520) 837-4123**<br>**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 $ |
|---|---|---|---|---|---|---|---|---|---|
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| | | | | | | 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

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Tiffany Antol, Senior Planner |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-28:** An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Section 10-90.40.030 Rural Floodplain Map, to change the map designation of approximately 7.76 acres of real property from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street; providing for severability and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022, Council Meeting:
1) Read Ordinance No. 2022-28 by title only for the first time
2) City Clerk reads Ordinance No. 2022-28 by title only (if approved above)
At the November 15, 2022, Council Meeting:
3) Read Ordinance No. 2022-28 by title only for the final time
4) City Clerk reads Ordinance No. 2022-28 by title only (if approved above)
5) Adopt Ordinance No. 2022-28

**Executive Summary:**

This request is for a Zoning Code Text Amendment to amend Section 10-90.40.030 of the Zoning Code, the Rural Floodplain Map, to change the map designation of approximately 7.76 acres from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street.

**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**

Promote, protect & enhance a healthy, sustainable environment & its natural resources.
Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices.

**Carbon Neutrality Plan**

Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

**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 hearing, Finding #1 of this report.

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

There has not been a previous City Council decision on this ordinance.

**Options and Alternatives:**

The City Council may adopt, modify, or deny the proposed amendment.

**Background/History:**

The Zoning Code includes a Resource Protection Overlay (RPO) that was originally adopted in June 1999 and applied to vacant parcels greater than five acres at the time of adoption. The purpose of the RPO is to provide standards for the protection of natural resources, including floodplains, steep slopes, and forest. The requirements are meant to ensure that proposed development is consistent with the character of its natural surroundings. Floodplains (both Rural and Urban) are the highest priority resource to be protected on a site. Floodplains are categorized as either urban or rural based on the descriptions below.

1. **Urban Floodplains.** All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns, provided that all necessary requirements of the City's *Stormwater Regulations* as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged, and a justification must be provided prior to any approval of undergrounding.

2. **Rural Floodplains.** Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

The proposed amendment is to change the map designation of approximately 7.76 acres from Rural Floodplain to Urban Floodplain. The applicant's request is specific to their parcel APN 101-28-005H. The Rural Floodplain encumbers approximately 1.96 acres of the applicant's 3.35-acre parcel. The

applicant contends that the existing floodplain has been altered by adjacent development making the Rural Floodplain designation incongruent with the description provided in the Zoning Code. The applicant states that the correct designation is Urban Floodplain. The applicant is only requesting this designation be changed on their property. Staff believes that if the adjacent floodplain areas have been altered as is described in this application, they also no longer meet the description of Rural Floodplain and have included these areas as part of the Zoning Code Text Amendment.

This area of Rural Floodplain is bounded on the north by W Forest Avenue. The floodplain bisects two parcels of land owned by Northern Arizona Healthcare (NAH). The floodplain is primarily located on land owned by the City of Flagstaff running in between the NAH properties, however, portions of the floodplain still overlap one of the parcels owned by NAH. As the floodplain moves further south it encumbers another parcel owned by NAH. NAH has provided written support to join this application (see attachment). Beyond the NAH parcels is a parcel that is occupied by the Flagstaff YMCA. A portion of this parcel (most of which is encumbered by the floodplain) has been dedicated to the City of Flagstaff as right-of-way. The applicant's parcel is directly south of the YMCA and the City right-of-way. There are two additional vacant properties (owner has also submitted a letter to be included in this application) and the Northland Hospice site at the southern extent of this floodplain.

The applicant states as part of their concept plan narrative that the project site is challenging due to constraints across the entire parcel including man-made slopes from the Switzer Canyon Road fill slope as well as moderate to dense tree coverage and 1.96 acres of the total site are within the Rural Floodplain. This leaves approximately 1.39 acres to hit a minimum density of 34 units. The applicant's property is currently zoned High Density Residential and is located within the RPO. The minimum density required is 10 units per acre (3.35 x 10 = 33.5 or 34 units). The maximum density allowed for a parcel outside of an activity center and within the RPO is 22 units per acre (3.35 x 22 = 73.7 or 74 units). The applicant is proposing to develop approximately 0.36 acres of the designated Flood Fringe (within the 100-year floodplain outside of the floodway) leaving the remaining 1.37 acres as undisturbed open space. Residential development within the 100-year floodplain is required to be constructed so that the finished floor of livable space is a minimum of one foot above the 100-year floodplain as determined by the FEMA flood maps. The applicant's proposed residential design includes two floors of livable space above a bottom floor garage which would assist with these elevation requirements.

Existing and potential development on the surrounding parcels based on existing zoning includes the following:

- APN 101-01-020A – Owned by Northern Arizona Healthcare (NAH), zoned Highway Commercial (HC), currently vacant; this site could allow either commercial or residential development. This zoning category allows one of the highest density and intensity of development.
- APN 101-28-005G – Owned by NAH, zoned High Density Residential (HR), currently vacant, 4.86 acres; could be developed with 107 residential units or medical offices with a conditional use permit.
- APN 101-28-005K – Owned by Valley of the Sun Young Men's Christian Association; has been developed with the current Flagstaff YMCA facility.
- APN 101-28-013A – Owned by Testan Properties LLC, zoned Single-Family Residential (R1), currently vacant, .72 acres; could have four residential units.
- APN 101-28-013B – Owned by Testan Properties LLC, zoned Single-Family Residential (R1), currently vacant, .71 acres; could have four residential units.
- APN 101-28-013D – Owned by Northland Hospice, zoned Single-Family Residential (R1), currently developed with Northland Hospice facilities.

**Key Considerations:**

An application for a Zoning Text Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. 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 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 or denied.

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 proposed amendment is to resolve a conflict in the Rural Floodplain Map. The existing Switzer Wash within the subject area has been significantly altered through various development projects over time and no longer meets the intent and purpose of the Rural Floodplain. This amendment will change the designation from Rural Floodplain to Urban Floodplain. The Regional Plan does not specifically address Rural versus Urban Floodplain as described in the Zoning Code.

Floodplains in general are considered environmentally sensitive lands which are covered in the Regional Plan on page IV-16. The plan states, "These areas contain critical resources and require special consideration in the development design and review process." The following goals and policies apply to this application:

Goal E&C.7 Give special consideration to environmentally sensitive lands in the development and review process.

- Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.
- Policy E&C.7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

Development in Floodplains is regulated by Title 12 of the Flagstaff City Code entitled Floodplains, which is managed through our Stormwater Program as part of the Water Services Division. No new structure or development is permitted to be constructed without full compliance with these regulations. Development standards in the flood fringe include proper anchoring (if necessary), flood resistant materials and construction methods, and elevation and flood proofing requirements. If the applicant's proposed development moves forward, they will be required to comply with all portions of these standards which are intended to protect the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions. The applicant's development proposal is also in alignment with the above referenced policies as they attempt to avoid most of the floodplain by clustering the development outside the Flood Fringe. This causes an additional burden on the applicant with the remainder of this site outside the Flood Fringe impacted by slopes and forest resources.

The Environmental Planning & Conservation Chapter of the Regional Plan includes two maps that help identify concentration of natural resources in Flagstaff. Map 7: Significant Natural Resource: Wildlife, Vegetation, Hydrology and Geology identifies the subject areas as a potential site for Riparian Vegetation. A visit to this site shows only Ponderosa Pine and native grasses and typical riparian vegetation. Map 8: Concentration of Natural Resources shows the subject area in the moderate range of resource concentration without further indication of the resource identified in this area. The area is not identified as a Watchable Wildlife Area. Both maps include notes that the indication of natural resources does not preclude private development entitlements.

Other provisions of the Regional Plan that apply to this application are found in the Stormwater and Watershed Management section covered on page VI-14. This section identifies that watercourse preservation and restoration is a critical and necessary part of stormwater and watershed management. The following goals and policies apply to this application:

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

- Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
- Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

If this floodplain's watershed were impacted by fire in the future increasingly the likelihood of flooding in the area, beyond what has already been identified, the City would be limited in managing this floodplain area because of the Rural Floodplain designation. Staff believes the best possible result for this area would be to see the existing floodplain restored and preserved. The possibility of making that a reality due to land ownership, parcel configuration, and existing development is limited. Lastly, any new construction will be required to comply with existing Floodplain regulations that would address the issues with downstream impacts.

The proposed amendment can be found consistent and conforms to the objectives and policies of the Regional Plan. There are no specific plans that cover this area.

**B. <u>Finding #2:</u> The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.**

The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. This amendment will resolve a conflict in the Rural Floodplain Map.

**C. <u>Finding #3:</u> The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**

The current indicated area is inconsistent with the description of Rural Floodplains. Rural floodplains are described as "…natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources." The Zoning Code describes the Urban Floodplain as watercourses "…in urbanized areas [that] have typically been altered from their natural state by channelization." The applicant has provided a biological evaluation of the Switzer Wash in the subject area prepared by Natural Channel Design, Inc. in 2003. The report states the following: "The primary limiting factors to the biological and physical functions of Switzer Creek are direct manipulations of the channel and floodplain during past construction of surrounding roads, utility pipelines, and other infrastructure. In several places the channel and floodplain have been significantly narrowed and/or completely realigned. Large rock has been added to the banks and channel presumably to minimize erosion. Extensive spoil piles limit access to the active floodplain. Steep road embankments contribute to increases sediment supplies. Channel realignments have pushed the channel into dense thickets of Ponderosa pine. The cumulative impact of these modifications limits the function of the riparian system." The proposed amendments enhance the Zoning Code's internal consistency by resolving a conflict on the Rural Floodplain Map pertaining to the subject property.

**Community Involvement:**

In accordance with State Statute and the Zoning Code, the Planning and Zoning Commission work session and public hearing for this amendment was advertised in the Arizona Daily Sun on September 10, 2022. Also, persons of interest that are on file with the Planning and Development Services Section were notified of the work sessions and hearings via first class mail. The applicant also held a neighborhood meeting inviting all property owners within 300 feet. The meeting was held on August 25th from 10:00 a.m. to noon on the parcel. Approximately 24 members of the public attended the meeting but only 11 attendees signed in. Concerns presented included the following:

- Concerns that a change from Rural to Urban would open the possibility of further channelization of water through the area and prevent it from soaking into the water table that provides our drinking water.
- Concerns that a change from Rural to Urban would create flooding concerns for businesses and residencies downstream from the location.
- Concerns that a change from Rural to Urban would impact wildlife that uses the area as a corridor.

Staff was contacted by several community members requesting additional information about the application. As of the preparation of this report, staff has received eight public comments via email, which are attached to this report.

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**Attachments:**

Application
Zoning Code Text Amendment Narrative
Letter from Northern Arizona Healthcare
Letter from Testan Properties LLC
Regional Plan Map 7
Regional Plan Map 8
Citizen Participation Plan
Public Comments
Ord. 2022-28
Exhibit A
Presentation

| CITY OF FLAGSTAFF | **Zoning Code Text Amendment**<br>Application Checklist |
|---|---|

**Minimum Submittal Requirements:**
As part of the Pre-application Meeting (required), the Zoning Code Manager, or designee, will identify those items from this application checklist that will be required for Zoning Code Text Amendment application submittal. An application that does not include all required items will not be accepted. By signing the application, the applicant acknowledges that all required documents/information are included within the application.

If you have any questions regarding the information above or items indicated on this checklist, please contact the Zoning Code Manager, or designee indicated in the contact information listed on Page 3 of this checklist.

## PART I – GENERAL REQUIREMENTS

| Staff Use Only | | **Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below |
|---|---|---|
| Reqd | Subd | |
| ☒ | ☐ | **I.1 Zoning Code Text Amendment Application Checklist** (this list) |
| ☒ | ☐ | **I.2 Application Fee**<br>Base fee $ 3265 (same as the small scale rezoning base fee)<br>* **The application fee provided is based on the current fee schedule adopted by the City Council and is subject to change without notification. The applicant shall pay the fee applicable at the of the application submittal.** |
| ☒ | ☐ | **I.3 Completed Application for Zoning Code Text Amendment** – 1 copy<br>The application must be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted. |
| ☒ | ☐ | **I.6 Citizen Participation Plan** – 1 copy<br>☒ A plan identifying the methodology the applicant intends to use to notify the public, and when required, conduct a neighborhood meeting. The plan shall include:<br>☐ 1. The dates, times, and locations of the neighborhood meeting(s). The applicant shall hold a minimum of _____ neighborhood meeting(s), that is/are separate from a work session with the Planning and Zoning Commission.<br>☐ 2. A copy of the published advertisement(s) for the neighborhood meeting. The applicant shall publish a 1/8-page advertisement in the local newspaper a minimum of 10 days, and not more than 14 days prior to the date of the neighborhood meeting. The advertisement shall include the applicant's contact information, a summary of the Zoning Code amendment, and the dates, times, and locations of the neighborhood meeting(s). ***The Zoning Code Manager, or designee, shall approve that advertisement before it is sent to the newspaper for publication.*** (Contact the Arizona Daily Sun newspaper for publishing deadlines.)<br>☐ 3. A copy of the letter sent to all persons on the City's notification registry for a Zoning Code Text Amendment, and the mailing addresses of all persons that the letter was sent to. The applicant shall notify all persons on the City's notification registry for a Zoning Code Text Amendment of their proposed amendment by 1st Class Letter. The letter shall include the applicant's contact information, a summary of the Zoning Code amendment, and:<br>☐ a. the dates, times, and locations of the neighborhood meeting(s).<br>☐ b. legislative draft of the proposed zoning code text amendment.<br>☐ 4. A copy of the letter sent to all property owners within _____ the property, the mailing addresses of the property owners that the letter sent to, and a map showing the location of properties there were notified. The letter shall include the applicant's contact information, a summary of the Zoning Code amendment, and:<br>☐ a. the dates, times, and locations of the neighborhood meeting(s).<br>☐ b. legislative draft of the proposed zoning code text amendment.<br>☒ 5. A report of the status and results of the any communication and comments received from the public, including the neighborhood meeting (when required), and the applicant's proposed resolution to comments received.<br>☒ 6. Methods to keep the Director informed of the status and results of the any communication and comments received from the public. The Director, or designee, may request written report pertaining to any communication and comments received from the public prior to scheduling a work session, or hearing, before the Planning Commission. |

| | | |
|---|---|---|
| ☒ | ☐ | **I.10 Electronic Submittal** – 1 copy<br>An electronic copy of all submitted information (.pdf format) |

## PART II – CONCEPT ZONING CODE TEXT AMENDMENT

| Staff Use Only | | **Description of Documents Required for a Complete Application.** No Application will be accepted without all items marked below. |
|---|---|---|
| Reqd | Subd | |
| ☒ | ☐ | **II.1 Project Narrative** – 5 copies<br>The narrative shall include the following:<br>• Project title and date.<br>• The reason for the request.<br>• List and respond to each of the required Zoning Code findings for Text Amendments, which are:<br>(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;<br>(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and<br>(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.<br>• An analysis of how the proposed amendment will benefit the community.<br>• Any additional information the applicant would like add in support of the requested amendment. |
| ☒ | ☐ | **II.2 Legislative Draft of the Proposed Zoning Code Text Amendment** – 5 copies |

## PART IV – OTHER SUBMITTAL RQUIREMENTS

| Staff Use Only | | **Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below |
|---|---|---|
| Reqd | Subd | |
| ☐ | ☐ | **IV.1 Other Requirements**<br>Please provide the following:<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |

## PART V – ZONING CODE MANAGER, OR DESIGNEE

No application shall be accepted without a Zoning Code Manager's, or designee's, signature below.

**V.1 Zoning Code Manager or designee Contact Information**
If you have any questions regarding this application checklist, please contact the Zoning Code Manager or designee.

**Name** (print): _____ **Phone:** _____

**E-mail:** _____@flagstaffaz.gov_____ **Date:** _____

**Signature:** _____

# 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 |
|---|---|---|

| Applicant(s)/Property Owner(s) | Title | Phone | Email |
|---|---|---|---|
| MATT PEACE | OWNER | 928-699-1245 | MATT@DARKSKYCAPITAL.COM |
| Mailing Address 6086 BARNEY DR | City, State, Zip FLAGSTAFF AZ 86004 | | |
| Representative (If applicable) | Title | Phone | Email |
| STEVEN HOLLOWAY | OPERATIONS | 928-814-3134 | STEVE@DARKSKYCAPITAL.COM |
| Mailing Address 3365 N. MONTE KISTA | City, State, Zip FLAGSTAFF AZ 86004 | | |

| Property Address | City, State, Zip |
|---|---|
| 800 N. SWITZER CANYON DR. | FLAGSTAFF AZ 86001 |

| Application Name: | |
|---|---|
| Zoning Code Text Amendment | |
| Chapter Name and Number: | ZONING CODE CHAPTER 10 |
| Division Name and Number: | FLOODPLAINS; DIVISON 90 |
| Section Name and Number: | APPLICABILITY SECTION. 040 |
| | |
| Chapter Name and Number: | |
| Division Name and Number: | |
| Section Name and Number: | |
| | |
| Chapter Name and Number: | |
| Division Name and Number: | |
| Section Name and Number: | |

| Additional Information: |
|---|

| Owner's Signature (required) | Date: | Representative Signature (If applicable) | Date: |
|---|---|---|---|

**For City Use**

| Date Filed: | File Number(s): | Fee Receipt Number: |
|---|---|---|
| P & Z Hearing Date: | Publication and Posting Date: | Amount: |
| Council Hearing Date: | Publication and Posting Date: | Date: |
| Received by: | Comments: | |
| | | |

# Narrative for Switzer Canyon Parcel Floodplain

# Zoning code Text Amendment

Date: April 21, 2022

To: Zoning Code manager COF

From: AXXO LLC

Re: Floodplain Zoning Code Text Amendment

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The purpose of this narrative is to support the request for a Zoning Code Text amendment to revise the floodplain designation on private parcel (**APN: 10128005H**) from a Rural Floodplain to an Urban Floodplain.

The private parcels

Per the COF Zoning code Rural flood plain map, the flood plain on the subject parcel are designated as a rural flood plain. Per the COF Zoning code, Rural flood plains are defined as natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Please see exhibit 2 for the Rural Floodplains within the city of flagstaff.

All water courses and associated floodplains not defined as Rural Floodplains are Urban Floodplains which are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban Floodplains may be altered to address conveyance and erosion concerns.

It is the opinion of the owner that the flood plain has been altered and channelized from previous developments, was incorrectly designated, and should be re-defined as urban flood plain per the definition in the Zoning Code for Urban Flood plains and per the historical and current nature of the wash.

Based on the research of the history of Switzer Canyon wash, we find that is has been channelized.

See exhibit 1: Photos of a channel of trees approximately 30 feet wide that were removed during the installation of a city water line. Large rock and debris were piled into a berm to the eastern edge of the channel of removed trees and city water line.

See exhibit 2: Photo of defined channel with banks on parcel # 10128005H

See exhibit 3: Photos of the man-made embankment on the eastern edge of Switzer wash on parcel #10128005H. The edge of the wash on this parcel has the city sewer line installed underneath embankment

and there is existing evidence of large boulders and parts of an old sidewalk and curb pieces stacked up to approximately 10 feet tall along the edge of Switzer wash.

See exhibit 4: The preliminary Grading and Drainage plan for the YMCA Depicting the location of the detention pond, the current FEMA (NFHL viewer) Showing the approximate location of the detention pond located inside of the Rural Floodplain and a photograph of the existing detention pond.

See exhibit 5: The current FEMA (NFHL viewer) showing the Introduction of a culvert at the crossing of the flood plain at the YMCA property ( **APN: 10128005K**). The image depicts the width of the Floodplain as approximately 68 feet and the photograph of the 16-foot culvert that flows under the bridge clearly indicating there is channelization.

See exhibit 6: The current FEMA (NFHL viewer) showing the approximate location of the retention wall built up inside the Floodplain on the back side of the Olivia White Hospice home and a photograph of the existing retention wall that has introduced channelization.

See exhibit 7: The COF Rural Floodplain map show an Urban Floodplain upstream that flows into this area.

Exhibit 8: Photo of man-made embankment along the eastern bank of the wash where the sewer lines have been buried.

Switzer Canyon Wash, which contains a FEMA designated floodplain and floodway. The floodplain is also designated Rural by the City of Flagstaff, although the same floodplain is designated urban both up and downstream of this stretch. Multiple parcels along this stretch of floodplain have been developed in and along the floodplain by elevating building pads out of the true drainage path. There have also been substantial disturbances by underground utilities including the 15" Switzer Canyon Trunk Sewer and the 16" Switzer Canyon Water Line. And more recently a roadway crossing to the north that constricts runoff through a culvert, negating any true floodplain characteristics.

A Design Report and Biological Evaluation was completed by Natural Channel Design in 2003 that concluded that due to development and the ephemeral nature of the stream this area does not contain suitable habitat for any federally listed species.

**Findings:** Zoning code Section 10-20.50.040F.1.b Findings for the Text Amendment.
1. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

Following in the list of the applicable goals and policies that will be met by this proposed project:

**Policy E&C.3.3. Invest in forest health and watershed protection measures.**

*Response: The trees in in the Floodplain will be preserved to meet the Natural Resources Protection Plann (NRPP) requirements, thereby preserving forest health. Channelizing the flow also reduces erosion head cutting and promotes forest health.*

**Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.**
*Response: Preserving the trees, supplementing the soil in the flood plain with Atriplex canescens seeds and*

*Schizachyrium scoparium seeds will result in the restoration of the region's natural vegetation ecosystem and associated wildlife habitat.*

**Policy E&C.6.4. Support collaborative efforts to return local native vegetation, channel structure and, where possible and applicable, preservation and restoration of in-stream flows to the region's riparian ecosystem.**
*Response: The soil supplementation with the spreading of Atriplex canescens seeds and Schizachyrium scoparium seeds which are listed in the Appendix 3 City of Flagstaff landscape plant list as has having soil stabilization characteristics will help promote a drainage corridor for a heathier riparian ecosystem along the channel of the subject area.*

**Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.**

2. The proposed Amendment is internally consistent with other applicable provisions of the Zoning Code.

*Response: The proposed Amendment is to revise the floodplain on private parcel and is not detrimental to the public interest, health, safety or welfare of the City. The proposed change will provide an opportunity to the owner to address erosion, head cutting and transporting sediment further downstream in the watershed which*

*further enhances ecosystem heath, water quality, restores natural, riparian and wildlife habitat. As discussed above the amendment is in conformance to many of the polices of the City's general plan.*

3. The Proposed amendment is internally consistent with other applicable provisions of the Zoning Code

*Response: The proposed amendment is internally consistent with all other applicable provisions of the Zoning code. The development procedures will conform to City's Zoning Code requirements for Commercial Developments.*

Thus, we believe that the Rural Floodplain through the subject site (Map Panel #04005C6809G), Switzer Canyon wash due to previous private development has channelized the drainage from its historic condition and cannot be considered a Rural Floodplain as a "natural undisturbed space". Therefore, we request that the floodplain designation on the subject site to be revised to an Urban Floodplain via a Zoning Code Text amendment.

# Map of Exhibits:




arcgis.com/apps/webappviewer/index.html?id=868170827e4443d2be37eb60062446ae
Coconino County Parcel Viewer
Parcel Viewer How-To Guide
Coconino County GIS Info
Other Coconino County GIS Maps
Channel of trees removed during the installation of the city water main
Exhibit 1


Exhibit 1
Channel of trees cut out during
installation of City water line


Exhibt 1
Berm introduced during the installation of city water main

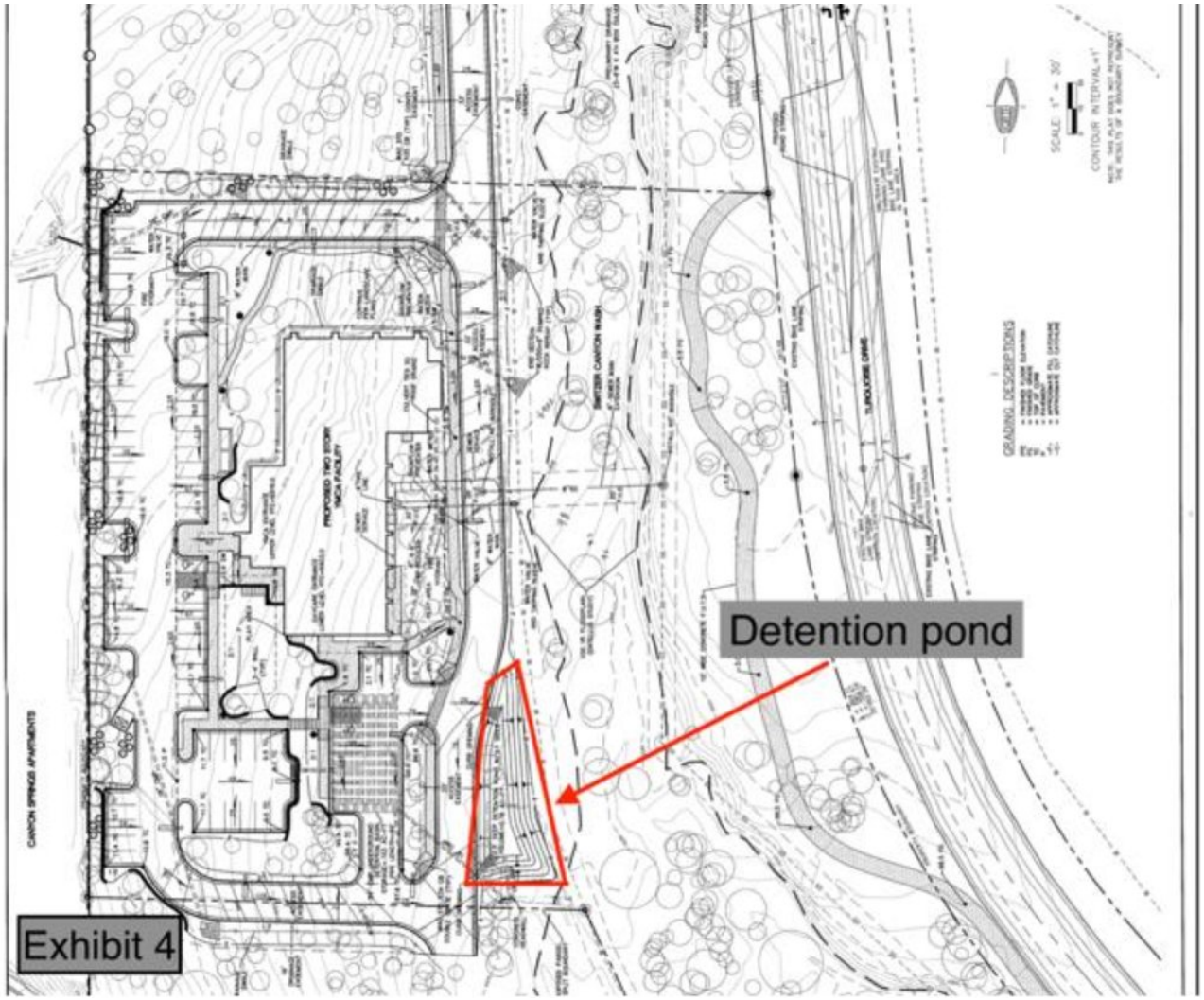

Exhibit 1
City Water main
Berm of rock
that runs the length
of the channel of trees
Next to the water main


Exhibit 1
CAUTION
WATER VALVE
BEFORE DIGGING
City Water main


Exhibit 2
Bank approximatley 20 inches high
on parcel# 10128005H

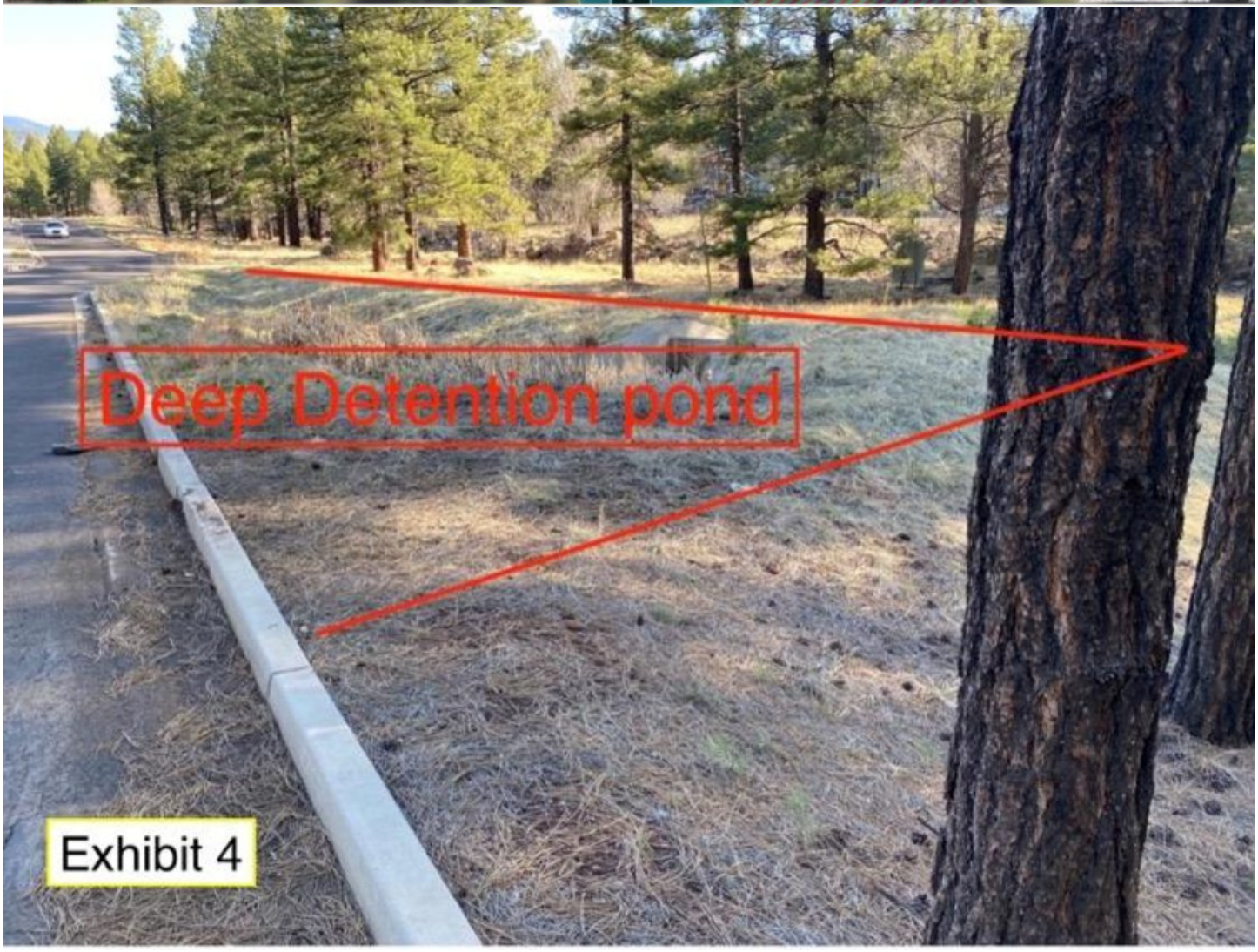

Exhibit 3
Man-Made enbankment
Introduced durning
installation of City
sewer on parcel #
10128005H


Exhibit 3
Manhole
Man-made enbankment introduced during the installtion of City sewer on parcel #10128005H
Manhole


Detention pond
Exhibit 4


Channelization introduced by parking lot drainage through the detention pond.
Exhibit 4


FEMA's National Flood Hazard Layer (NFHL) Viewer
Approximate
Location of Detention pond
Exhibit 4


Deep Detention pond
Exhibit 4

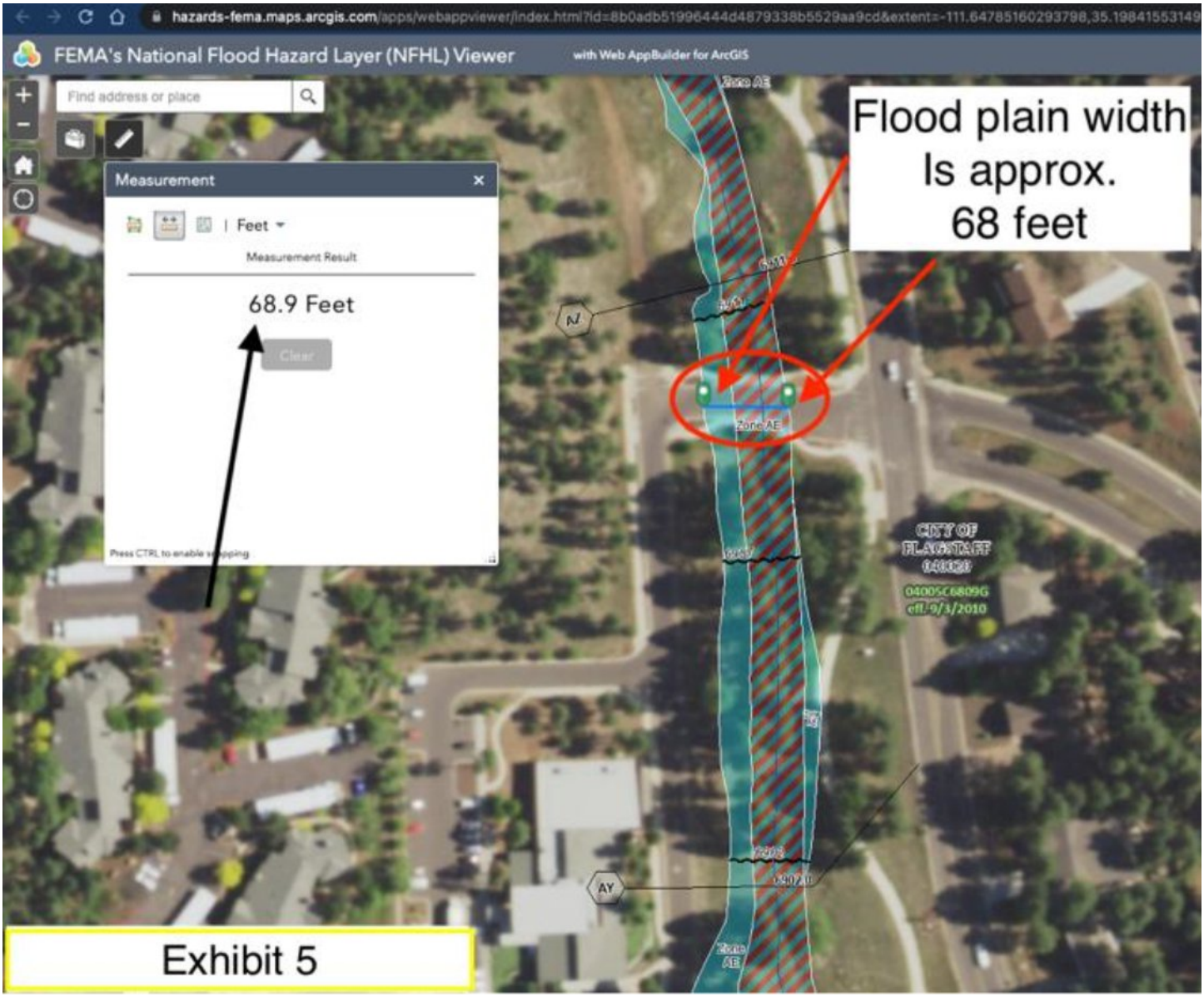

hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-111.64785160293798,35.19841553149
FEMA's National Flood Hazard Layer (NFHL) Viewer
with Web AppBuilder for ArcGIS
Find address or place
Measurement
Feet
Measurement Result
68.9 Feet
Clear
Press CTRL to enable snapping
Flood plain width
Is approx.
68 feet
Zone AE
CITY OF
FLAGSTAFF
040081
0400SC6809G
eff. 9/3/2010
AY
Exhibit 5




Exhibit 5


Retaining Wall
Exhibit 6


FEMA's National Flood Hazard Layer (NFHL) Viewer
Retaining Wall
Exhibit 6

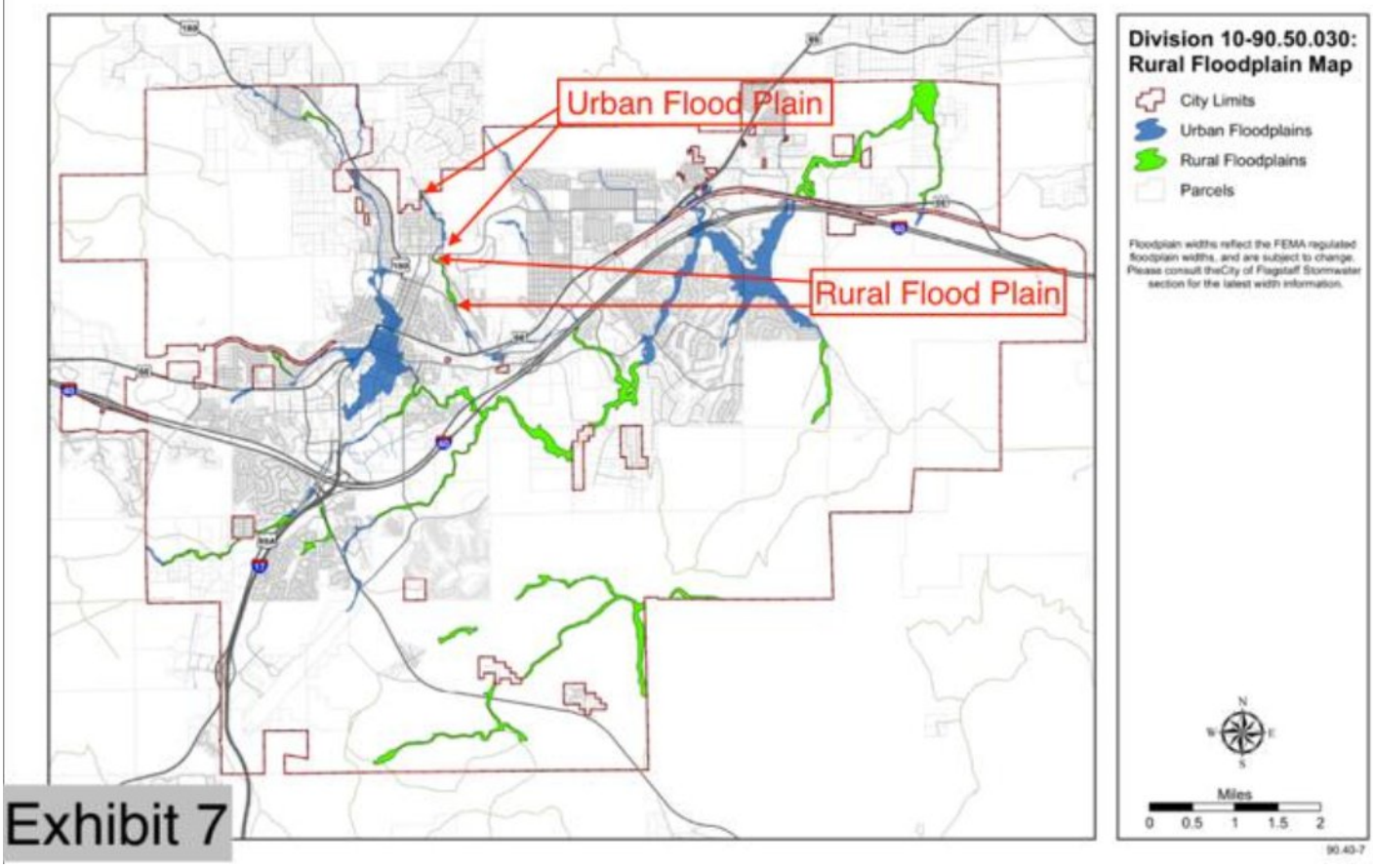

Urban Flood Plain
Rural Flood Plain
Division 10-90.50.030:
Rural Floodplain Map
City Limits
Urban Floodplains
Rural Floodplains
Parcels
Floodplain widths reflect the FEMA regulated floodplain widths, and are subject to change. Please consult theCity of Flagstaff Stormwater section for the latest width information.
N
W
E
S
Miles
0 0.5 1 1.5 2
90.40-7

Exhibit 7


Exhibit 8
Sewer manholes
Man-Made enbankment

Northern Arizona Healthcare
Flagstaff Medical Center • Verde Valley Medical Center

1200 North Beaver Street
Flagstaff, AZ 86001
(928) 779-3366 Flagstaff,

Community Development
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: Zoning Code Text Amendment PZ-22-00021

Dear Tiffany Antol:

Northern Arizona Healthcare (NAH) agrees to remove the Rural Floodplain designation on all NAH owned properties, APNs 101-28-005G and 101-01-020A. NAH further agrees to a Zoning Code Text Amendment (amending the rural floodplain map).

Sincerely,

Steve Elss

Digitally signed by Steve Elss
DN: C=US, E=steven.elss@nahealth.com, O="Northern Arizona Healthcare", OU=VP - Construction & Real Estate, CN=Steve Elss
Date: 2022.07.07 14:23:22-07'00'

Steve Eiss
Vice President
Construction & Real Estate Development
Northern Arizona Healthcare

TESTAN PROPERTIES, LLC
12777 W. Maya Way
Peoria, AZ 85383

August 1, 2022

Tiffany Antol
Zoning Code Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Re: APN 101-28-013A and 101-28-013B
780 and 796 N. Switzer Canyon Drive

Dear Ms. Antol:

We appreciate your letter of July 6, 2022 suggesting removal of the rural floodplain map designation in the City of Flagstaff Zoning Code for the above-referenced two parcels of property.

Please include our two (2) parcels of land in the text amendment.

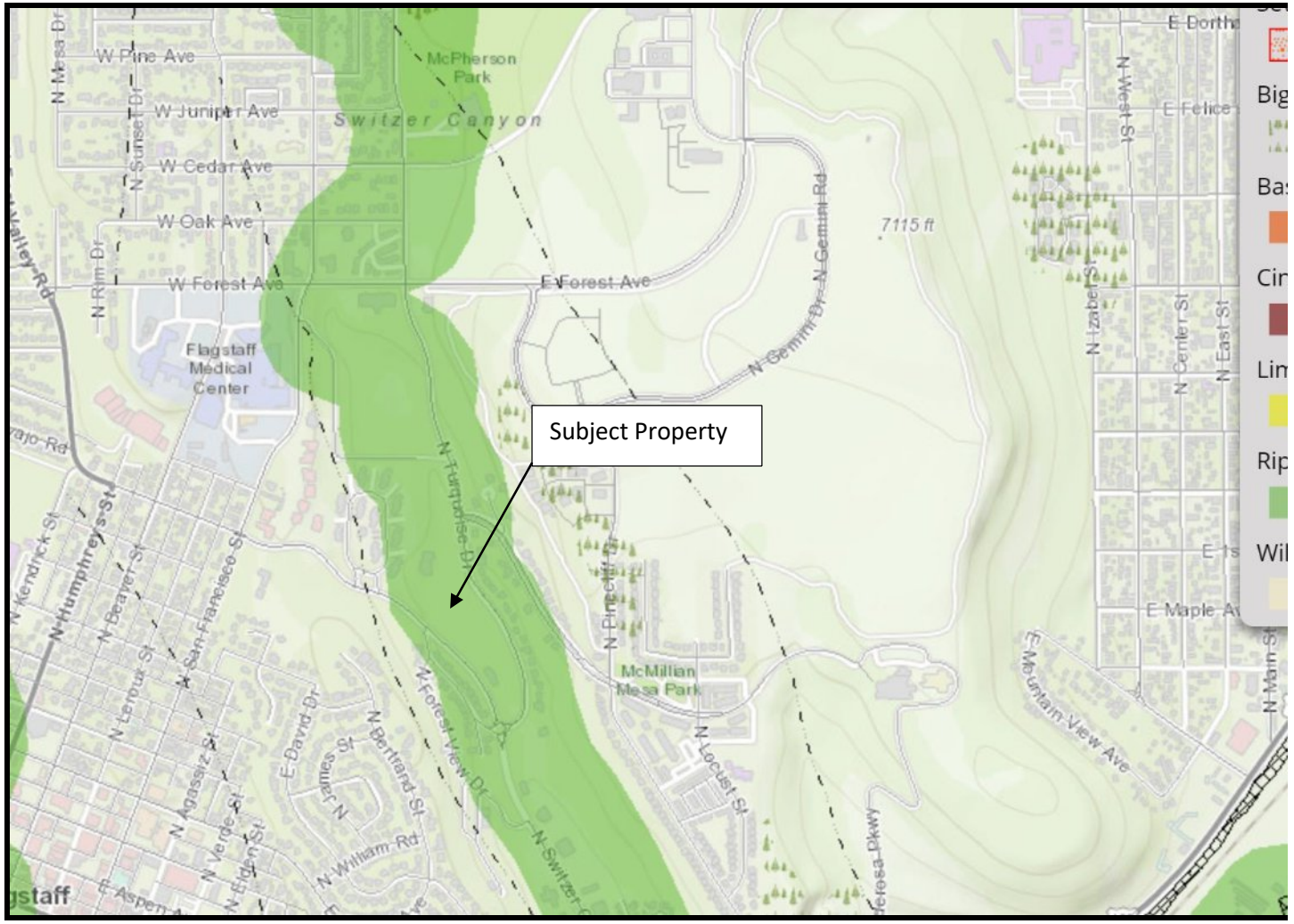
If you need any additional instruction of signature, please advise.

Testan Properties, LLC

Joe Testan, Manager

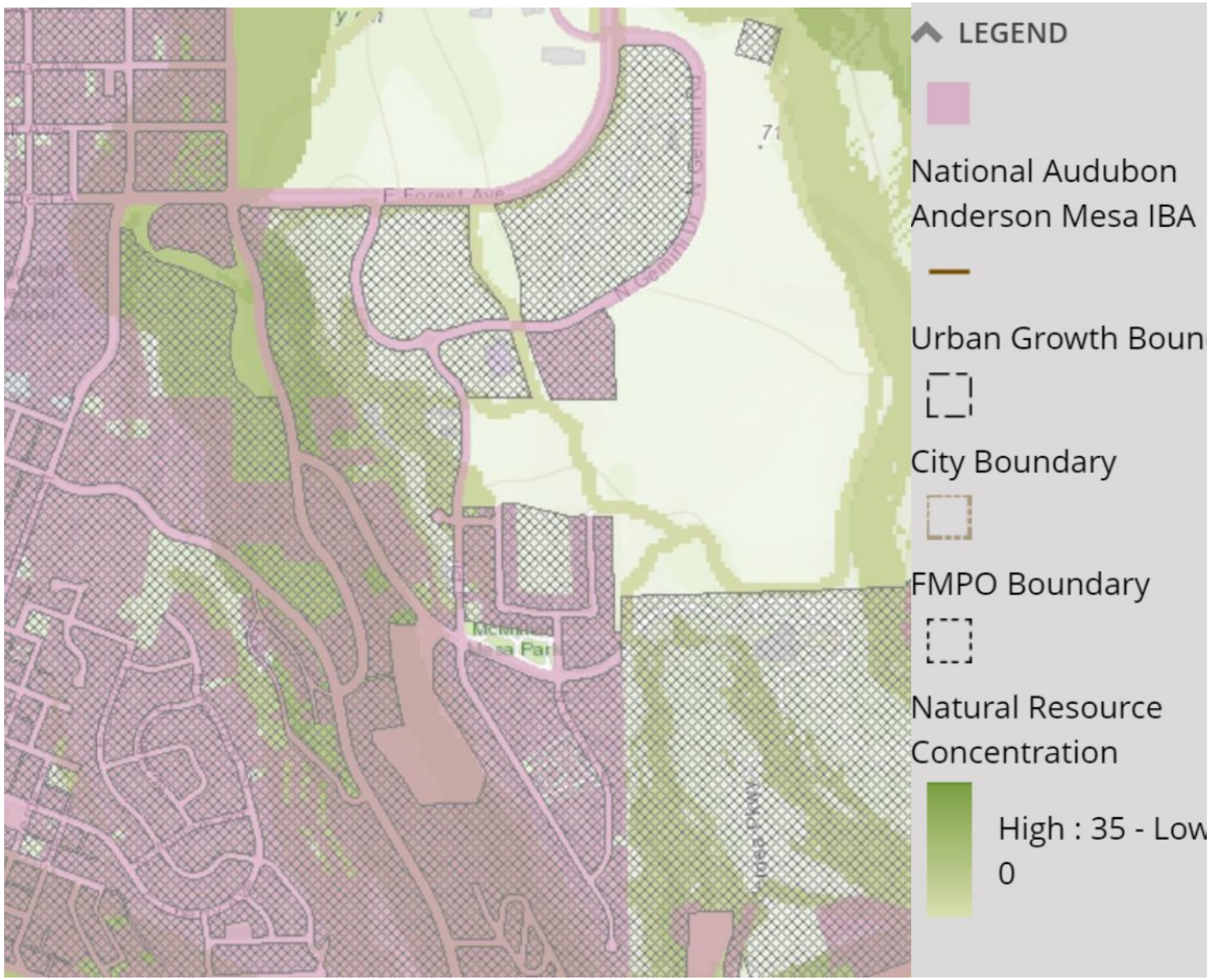
Joe Testan
jtestan@gmail.com
cell 818-389-3327

Michael Mongini
mem@h2m2law.com
cell 928-699-4381




**Flagstaff Regional Plan Map 7 – Significant Natural Resources**

The subject property is identified as “Potential Riparian Vegetation




**Flagstaff Regional Plan Map 8 – Concentration of Natural Resources**

Tiffany,
We have completed the public participation meeting at 800 n Switzer Canyon Drive. Overall we had a large turnout with 24 people from the neighborhood in attendance. I arrived early at 9:30, at 10:15 after many people were present I informed them that I would like to collect their names and contact phone numbers so I could report those in attendance back to the City of Flagstaff. Some agreed to provide that information and attached is the list of the 11 attendees that shared their contact information with me. We gathered on the parcel and I explained to everyone that I was there to collect their feedback and had comment cards and pens ready for anyone who would like to provide written feedback. No one offered to provide their feedback in writing.

We had an open conversation from 10:15 until 11:45 when the last people in attendance left. Many people shared their thoughts and feedback and I did my best to address everyone's questions. I explained to everyone that the goal of the meeting was to hear and collect this feedback and that it would be very difficult for me to accurately take note of all of the feedback I was being presented with. For that reason I highly encouraged everyone to email myself you directly with the feedback.

Though many general concerns about overall development of the parcel were raised I felt the main topics presented in regard to the proposed zoning code text amendment where the following:

- Concerns that a change from Rural to Urban would open the possibility of further channelization of water through the area and prevent it from soaking into the water table that provides our drinking water.
- Concerns that a change from Rural to Urban would create flooding concerns for businesses and residencies downstream from the location.
- Concerns that a change from Rural to Urban would impact wildlife that uses the area as a corridor.

There were many more comments and concerns brought up regarding their preference to leave the area undeveloped as an open space that they have come to enjoy looking at and walking through, I expect that you will receive many emails from attendees about these matters.

I have attached the following:

- List of attendees
- Previous emails communications that have been sent to me and responded to
- Mailing list

Please advise what the next steps for us would be and if there is any further action needed for the public participation plan.

AXXO
REAL ESTATE DEVELOPMENT GROUP

**Steven Holloway**
Operations
AXXO

steve@darkskycapital.com
928-814-3134

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## Tiffany Antol

**From:** Jim McCarthy
**Sent:** Monday, August 29, 2022 11:48 AM
**To:** Claire Lears
**Cc:** Tiffany Antol
**Subject:** Re: Protect Switzer Canyon Wash Watershed from 100 year Floodplain Development

Claire, if this would require a zoning code text amendment as you note, it would go to council for approval. I assure you that before I approve anything that affects floodplains or the potential for more residential flooding, I will be very careful. Thank you for your note.

Jim McCarthy

---

**From:** Claire Lears <claire.lears@gmail.com>
**Sent:** Monday, August 29, 2022 9:39 AM
**To:** Mayor and Council <council@flagstaffaz.gov>
**Subject:** Protect Switzer Canyon Wash Watershed from 100 year Floodplain Development

Some people who received this message don't often get email from claire.lears@gmail.com. Learn why this is important

Hello,

I live & own a home in Switzer Canyon and our neighborhood/community was recently made aware of a request for a zoning code text amendment to revise the floodplain from Rural to Urban for APN: 10128005H so the property can develop townhomes. This property has both a regulated floodplain as well as a 100 year floodplain (zones AE, AE Floodway, and Zone X (see attached image for parcel view). According to the concept narrative the parcel is approximately 3.35 acres with 1.96 acres in the floodplain and also contains.some steep slopes, the plan includes language on building in part of the floodway (if the rural floodplain is changed to urban) and possibly platting off townhomes. I attended a community meeting held by a representative for the property owner (there wasn't anyone from the city there) and it was not very informative and it made me more concerned as there was a comment about how the city may be looking into changing the rural floodplain designation for all of the parcels in that rural floodplain stretch. Those of us at the meeting voiced many concerns some related to the floodplain and also the concept plan and we aren't really sure the best way to voice those concerns to the city as it did not seem like this person was really planning to report them to anybody. I and my neighborhood would like a chance to discuss these concerns prior to a decision on the floodplain and the development being made.

The top of the Switzer Canyon Wash watershed is in the dry lakes and is not in a recent burn scar, the dry lakes watershed storms map identifies areas of potential flooding and the rural floodplain lines up with what is shown on the watershed storm map as having a potential to flood. With all the flooding around town related to burn scars, I think changing the designation from rural to urban is a bad idea as it will allow the developer to build in the 100 year floodplain, as right now it is not allowed due to the rural designation. What happens to the homes built there in the future when there is a 100 year storm event combined with a post wildfire flood scenario?

If the designation is changed from rural to urban I would like to see the floodway protected to prevent future flooding and protect the riparian vegetation. This parcel is identified in the 2030 regional plan as having significant natural resources for riparian vegetation. Also this parcel does not fall into any of the activity or pedestrian sheds identified in the 2030 plan.

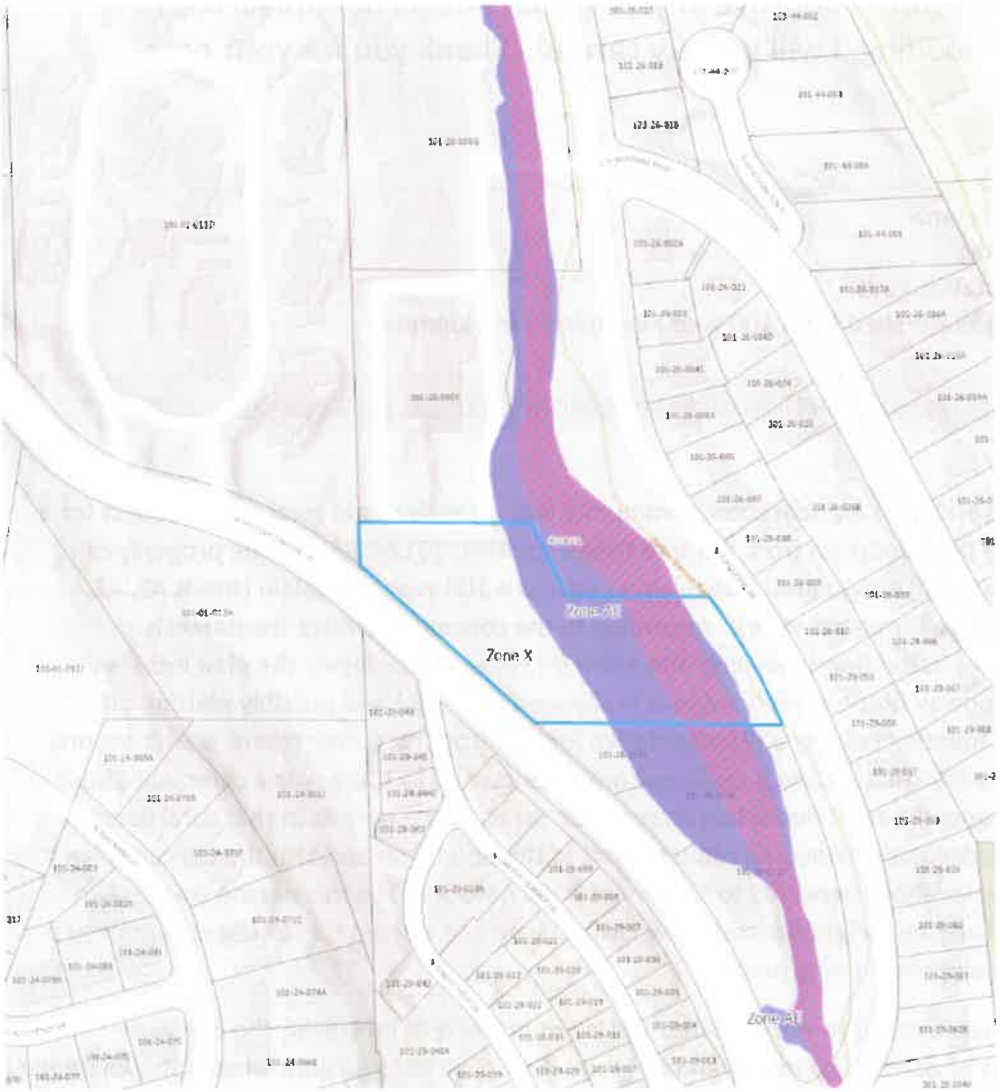
Can a zoning code text amendment for a parcel really be used to revise a rural floodplain?

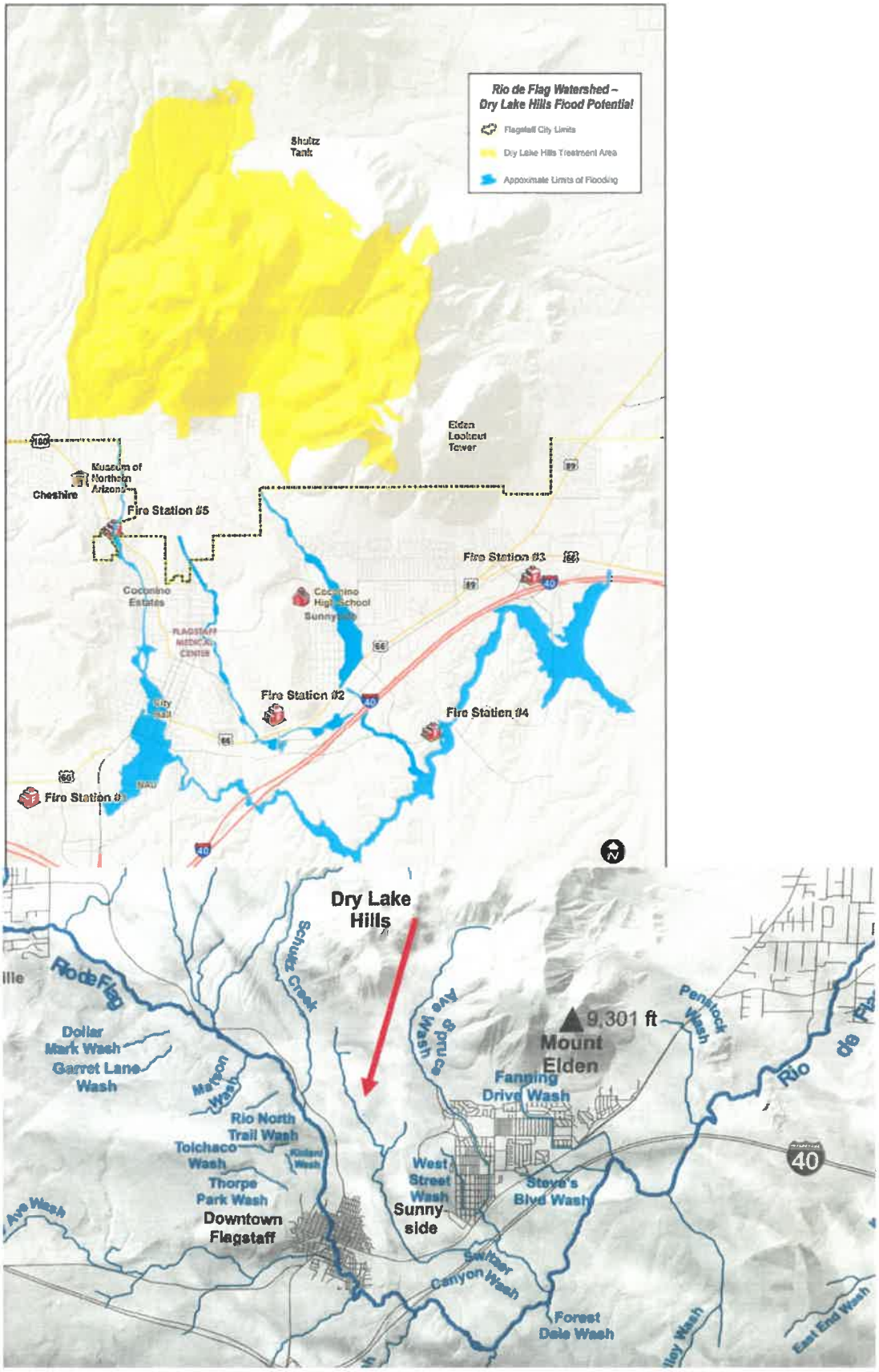
What is the best way for our neighborhood to voice our concerns before it is too late?

Will the council be having any meetings related to this floodplain change in the future?

Thanks,
Claire

https://flagstaffwatershedprotection.org/wp-content/uploads/2013/04/Dry-Lake-Watershed-Stormwater.pdf




Rio de Flag Watershed –
Dry Lake Hills Flood Potential
Flagstaff City Limits
Dry Lake Hills Treatment Area
Approximate Limits of Flooding
Shultz Tank
Elden Lookout Tower
Museum of Northern Arizona
Cheshire
Fire Station #5
Fire Station #3
Coconino Estates
Coconino High School
Sunnyside
Fire Station #2
Fire Station #4
Fire Station #1
Dry Lake Hills
Rio de Flag
Dollar Mark Wash
Garret Lane Wash
Switzer Creek
Spruce Wash
9,301 ft
Mount Elden
Pennlock Wash
Fanning Drive Wash
Rio North Trail Wash
Toichaco Wash
Thorpe Park Wash
Downtown Flagstaff
West Street Wash
Sunny-side
Steve's Blvd Wash
Switzer Canyon Wash
Forest Dale Wash
East End Wash
40

## Tiffany Antol

**From:** Ryan Brown <rbrown@thefederalsavingsbank.com>
**Sent:** Wednesday, August 17, 2022 1:51 PM
**To:** Tiffany Antol
**Cc:** Michelle J. McNulty
**Subject:** RE: Notice: Zoning 800 North Switzer Canyon Dr

You don't often get email from rbrown@thefederalsavingsbank.com. Learn why this is important

Thank you for the quick response.

Does the flood plain need to be changed for the property to be developed? Or can it be developed as is?



THE FEDERAL SAVINGS BANK

RYAN F. BROWN
Senior Vice President NMLS#630438
8800 N. Gainey Center Dr. #205 Scottsdale AZ 85258
Direct (480) 524-0606 | Fax (480) 524-1555 | Cell (602) 318-3041
rbrown@thefederalsavingsbank.com
WWW.THEFEDERALSAVINGSBANK.COM/RYANBROWN

APPLY NOW Member FDIC

**From:** Tiffany Antol <TAntol@flagstaffaz.gov>
**Sent:** Wednesday, August 17, 2022 1:20 PM
**To:** Ryan Brown <rbrown@thefederalsavingsbank.com>
**Cc:** Michelle J. McNulty <Michelle.McNulty@flagstaffaz.gov>
**Subject:** RE: Notice: Zoning 800 North Switzer Canyon Dr

[--CAUTION: EXTERNAL EMAIL--]

Good Morning,

The property is zoned High Density Residential. Several of the parcels in this area have a similar floodplain designation including Northland Hospice and the YMCA. The floodplain is only a small portion of the property. The subject of this text amendment is whether or not the existing floodplain meets the standards of rural or urban floodplain. The floodplain will still exist and all FEMA requirements will need to be addressed.

The applicant has indicated that the existing floodplain has been disturbed by existing development and no longer functions as a rural floodplain. Our staff is in concurrence with this analysis based on the application submitted. The final decision on the status of this floodplain will be determined by City Council.

As part of the process the applicant is required to hold a neighborhood meeting to discuss this proposal.

After the neighborhood meeting is complete there will be a work session with Planning & Zoning Commission and then a Public Hearing. Staff will make a recommendation to the Commission and then the Commission will make a recommendation to City Council who will also hold a public hearing and make the final determination on the application.

Both the work session and public hearing noted above are accessible to the public to attend and provide comments.

Please let me know if you need any additional information.

**Tiffany Antol, AICP**
Zoning Code Manager
City of Flagstaff | Community Development
211 West Aspen Avenue | Flagstaff, AZ | 86001
P: (928) 213-2605

**From:** Ryan Brown <rbrown@thefederalsavingsbank.com>
**Sent:** Wednesday, August 17, 2022 9:43 AM
**To:** Tiffany Antol <TAntol@flagstaffaz.gov>
**Subject:** FW: Notice: Zoning 800 North Switzer Canyon Dr

You don't often get email from rbrown@thefederalsavingsbank.com. Learn why this is important

Hello Tiffany,

I am a home owner on turquoise directly in front of the parcel in question.

I assume this change from rural to urban would allow for the parcel to be developed? My initial reaction if that is the case if to not support this as I do not want a development directly in front of my home which is currently wooded.

Can you give me a bit more information on what is projected and how to become active in the process of this?



THE FEDERAL SAVINGS BANK

RYAN F. BROWN
Senior Vice President NMLS#630438
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rbrown@thefederalsavingsbank.com
WWW.THEFEDERALSAVINGSBANK.COM/RYANBROWN

APPLY NOW

**From:** Steve Holloway <steve@darkskycapital.com>
**Sent:** Wednesday, August 17, 2022 8:41 AM
**To:** Ryan Brown <rbrown@thefederalsavingsbank.com>
**Subject:** Re: Notice: Zoning 800 North Switzer Canyon Dr

[--CAUTION: EXTERNAL EMAIL--]

Ryan,
We are proposing to the city to change the flood plain classification from rural to urban. See the attachment for more information.

**From:** Ryan Brown <rbrown@thefederalsavingsbank.com>
**Date:** Tuesday, August 16, 2022 at 5:58 PM
**To:** "steve@darkskycapital.com" <steve@darkskycapital.com>
**Subject:** Notice: Zoning 800 North Switzer Canyon Dr

Hello,

I have received a notice about a neighborhood meeting in regards to zoning code amendment.

I am a homeowner in the area but currently I am in Phoenix and most likely cannot make the meeting.

Can I get a little color on what's being proposed?



THE FEDERAL SAVINGS BANK

RYAN F. BROWN
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rbrown@thefederalsavingsbank.com
WWW.THEFEDERALSAVINGSBANK.COM/RYANBROWN

APPLY NOW

## Tiffany Antol

**From:** Gary <rhett7784@aol.com>
**Sent:** Tuesday, August 30, 2022 11:13 AM
**To:** Tiffany Antol
**Subject:** Zoning code Text amendment to 800 N Switzer Canyon Drive

Hello my name is Gary Butler. My wife Susan and I are both opposed to the zoning change. We live across the street and have always been able to watch a lot of wild life from our deck right in the area that they want to destroy. On Sunday we saw a first in the area. A mother deer with 2 fawn that still had there spots. Very cool. Every summer a red tail hawk nests and has chicks in the trees in said area. The young hawks learn how to live in this area until they mature and move on. There are also raccoon families that live here every year. I could go on. It's sad that this is one of the very few wild areas very close to downtown left, that flourishes with wild life. I understand that money sadly is always the problem. The developers first, then the city that allows it. I get it, the city will make more money from developed property. We think it is very wrong to change the zoning. Sad for the wild life and sad for Flagstaff. It was zoned the way it is for a reason. Thanks, Gary and Susan Butler

Sent from my iPad

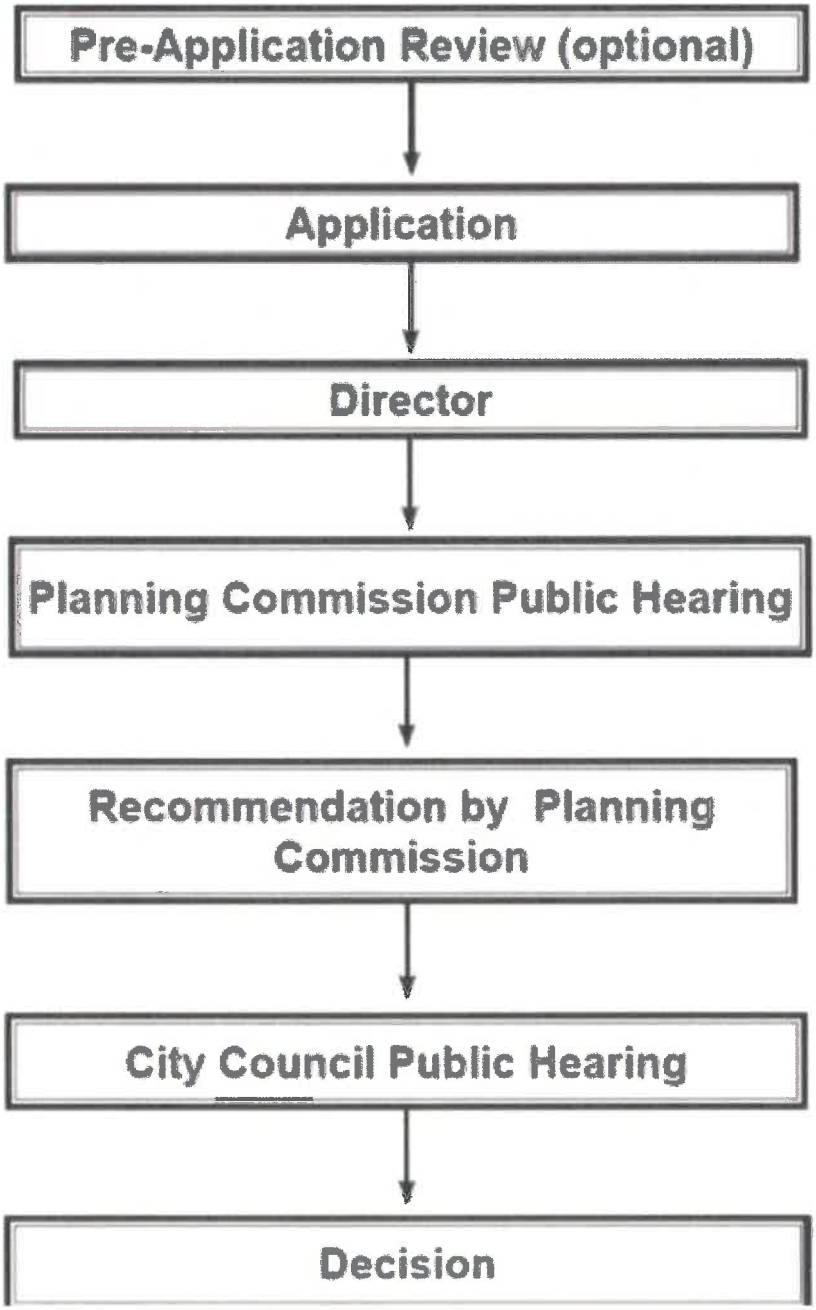
**Subject:** Re: Questions - Zoning amendment to parcel 10128005H
**Date:** Thursday, August 25, 2022 at 12:18:24 PM Mountain Standard Time
**From:** Steve Holloway
**To:** Allison & Detjen Jones
**Attachments:** image001.png, image002.png, image003.png, image004.png

Good morning and thank you for reaching out. These are all great questions.

- Why is it rural now?
  - Flood plains in the City of flagstaff were not categorized as urban or rural until Dec 5th 2011. Through my research I was not able to find anything that specifically referenced why this parcel was categorized a rural. They only list the definition of how they define a rural flood plain.
- Why does it need to be urban?
  - A Rural flood plain is defined as "Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.50.030 (Rural Floodplain Map) and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e. 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors."
  - We feel this should be defined as urban due to its central location with in the city's urban development and due to it not meeting the definition of a rural flood plain as defined by the city of flagstaff.
- What development is allowed in a rural vs. urban?
  - **1. Urban Floodplains**

    All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns, provided that all necessary requirements of the City's Stormwater Regulations as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and a justification must be provided prior to any approval of undergrounding.

- What happens if the request is approved?
  - There will be an amendment to the City of flagstaff's current zoning code text to redefine the area as an Urban flood plain.
- Why are property owners being notified?
  - As a part of the application process the city requires that we notify property owners with in 300 feet of the parcel.
- What impact will this have on Turquoise and Switzer Canyon?
  - If you are asking about the street themselves this zoning code text amendment would not affect those areas as it only applies to a specific parcel that is not traversed by those roads.
- What needs to happen to approve plans?



**Steven Holloway**
Operations
AXXO Inc.

steve@darkskycapital.com
928-814-3134

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**From:** Allison & Detjen Jones <allisondetjenjones@gmail.com>
**Date:** Wednesday, August 24, 2022 at 6:26 PM
**To:** "steve@darkskycapital.com" <steve@darkskycapital.com>
**Subject:** Questions - Zoning amendment to parcel 10128005H

Hello,

We live on Turquoise and have questions about the request for a Zoning Code Text amendment to revise the floodplain on parcel 10128005H.
- Why is it rural now?
- Why does it need to be urban?
- What development is allowed in a rural vs. urban?
- What happens if the request is approved?
- Why are property owners being notified?
- What impact will this have on Turquoise and Switzer Canyon?
- What needs to happen to approve plans?

## Tiffany Antol

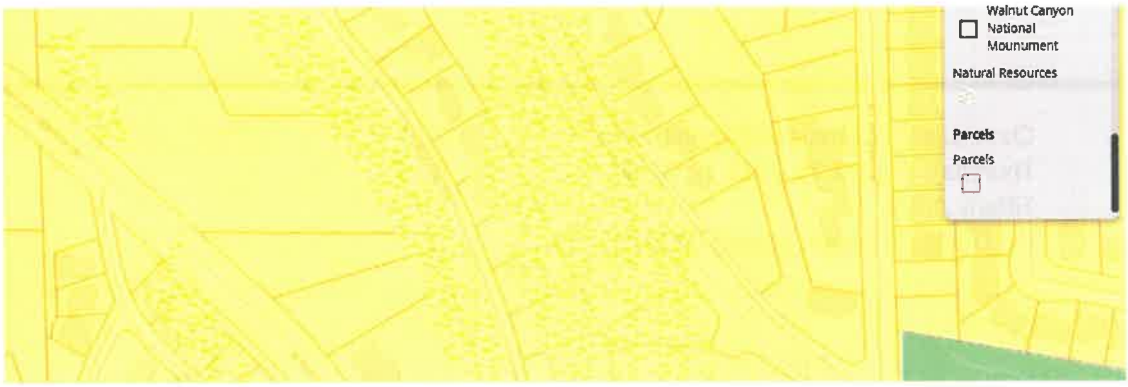
**From:** Claire Lears <claire.lears@gmail.com>
**Sent:** Thursday, August 25, 2022 12:50 PM
**To:** Tiffany Antol
**Subject:** Re: Questions about zoning code change

Hello,
Can I get a copy of the development plan and application for this property? Also what is the timeline for the city making this change in designation?

Will the city be looking at the regional 2030 plan when making this change? In looking at the regional 2030 plan, it seems this area should remain as it is, as a rural flood plain due to the that area being identified as a significant natural resource riparian area. Also on the regional 2030 plan when looking at the regional growth plan there is also natural resources identified on the western portion of the property that is separate than that of the riparian area on the east side. While the regional plan does state that the presence of natural resources doe not preclude private development...leaving the property as it is with the rural designation would allow the property to be developed with the rural designation while still allowing the riparian area to be intact. I believe that it has that rural designation to protect that natural resource. In looking at the regional 2030 plan it seems this area should remain rural and more protected from development in the riparian area.

Thanks,
Claire






On Mon, Aug 22, 2022 at 1:00 PM Tiffany Antol <TAntol@flagstaffaz.gov> wrote:

Good Afternoon Claire,

A portion of the YMCA development is located within the Rural Floodplain area.

The Rural and Urban floodplain designations are specific to the City of Flagstaff and do not impact the FEMA designations. All properties that are developed in and out of floodplain are required to meet our Stormwater regulations.

I will pass along your comments to the applicant.

If you received notice of the neighborhood meeting you will also receive notice for the public hearings.

Please let me know if you have any other questions.

**Tiffany Antol, AICP**

Zoning Code Manager

City of Flagstaff | Community Development

211 West Aspen Avenue | Flagstaff, AZ | 86001

P: (928) 213-2605

**From:** Claire Lears <claire.lears@gmail.com>
**Sent:** Monday, August 22, 2022 11:16 AM
**To:** Tiffany Antol <TAntol@flagstaffaz.gov>
**Subject:** Re: Questions about zoning code change

You don't often get email from claire.lears@gmail.com. Learn why this is important

Thanks for the information.

I guess for me it's mostly with all of the recent flooding around town due to there being development in floodplains does it make sense to change a rural floodplain designation, especially with climate change we are likely to see heavier rain and more likely to experience 100 year floods. It looks like that property is designated rural as that green part lines up with the FEMA 2/2020 100 year floodplain (1% Annual Chance Flood Hazard) found on flagstaff gis map which would make it seem like it falls into the rural defintion. The YMCA is there now but seems it's outside the 100 year floodplain leaving just the hospice house which maybe was built before floodplain maps were used for development? Does the 100 year flood designation not really mean anything as far as changing the designation and developing in floodplains? I'm just trying to understand the flood designations as based on the definition as it seems it is not alterable for the property based on the defintion and FEMA map but sounds like maybe it is? If the designation is changed would that impact how the floodplain runs through the hospice property and does that get evaluated? Parts of the property are outside the 100 year floodplain, could they just develop those portions as it seems that they knew about the floodplain designations when they purchased it.

Othwerwise the urban designations are above forest ave and below the circle at the bottom of Turquoise and I would guess those developments were around for awhile, the rest of the space in there is relatively undeveloped and deer are regularly are found in there and even up into the undeveloped space near the first southern baptist church. The urban trail along there is beautiful due to the wash, trees, and wildlife probably due to it being relatively undeveloped but if there is development hopefully the beauty of that part of the FUTS will remain intact and as beautiful as it is now.

As this project moves forward, how can I get updates? I don't know that I will be able to make the meeting Wed due to it falling during working hours. Will there be further community meetings or perhaps ones that are outside of typical working hours? Or is this meeting just to let the community know and essentially the city makes the decision based on it's own criteria.

Thanks,

Claire




On Mon, Aug 22, 2022 at 10:10 AM Tiffany Antol <TAntol@flagstaffaz.gov> wrote:

Good Morning Claire,

Attached please find a map of the subject property that shows the areas (in green) that makes up the boundary of the Rural Floodplain on the subject property.

The property is zoned High Density Residential.

Below is the section of Zoning Code that applies to Urban and Rural floodplains.

A. **Applicability.** Floodplains, as applied in this division, shall be considered as either urban or rural floodplains as described below.

1. **Urban Floodplains.** All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns; provided, that all necessary requirements of the City's *Stormwater Regulations* as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and a justification must be provided prior to any approval of undergrounding.

2. **Rural Floodplains.** Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

The applicant's are proposing to develop the parcel with multi-family residential development.

As the City we look to see if the area designated as Rural Floodplain is still as described above. There are several areas where the subject floodplain has been disturbed by development. The rural floodplain is bounded to the north and south by urban floodplain as well.

Please let me know if you have any other questions.

Tiffany Antol, AICP

Zoning Code Manager

City of Flagstaff | Community Development

211 West Aspen Avenue | Flagstaff, AZ | 86001

P: (928) 213-2605

**From:** Claire Lears <claire.lears@gmail.com>
**Sent:** Monday, August 22, 2022 9:25 AM
**To:** Tiffany Antol <TAntol@flagstaffaz.gov>
**Subject:** Questions about zoning code change

You don't often get email from claire.lears@gmail.com. Learn why this is important

Hello,

In the mail I got a letter about a neighborhood meeting for a zoning code text amendment for 900 N. Switzer Canyon Drive (APN: 10128005H).

I was wondering what it means to change a parcel from a rural to an urban floodplain. What is the plan for that parcel that they are requesting the change? And what does the city look at when looking into allowing for that request to be granted?

Thanks,

Claire

## Tiffany Antol

**From:** Chad Eickhoff <coacheickhoff@gmail.com>
**Sent:** Wednesday, August 17, 2022 3:16 PM
**To:** Tiffany Antol
**Subject:** Review Application & Development File: APN 10128005H

You don't often get email from coacheickhoff@gmail.com. Learn why this is important

Good Afternoon Tiffany,

I received a mailing regarding a community meeting for the AXXO Holding LLC proposition for Zoning Code Text amendment to parcel APN 10128005H. My initial reaction is that of concern, as the area seems to meet the intended purposes of a Rural Floodplain - as it serves as an important wildlife habitat and corridor. Changing the zoning to allow for the disturbing/developing of a functioning natural floodplain, in a time when the city has been plagued with flooding challenges (and the always realistic potential of new future flooding challenges), feels like the wrong time.

In the letter it directed me to contact you if we would like to review the application and development file. Could you please provide me with that information?

Thank you,
Chad Eickhoff

## Tiffany Antol

**From:** CD P and Z Commission
**Sent:** Monday, September 26, 2022 11:58 AM
**To:** Claire Lears
**Cc:** Tiffany Antol
**Subject:** RE: Questions and comments for Case No: PZ-22-00021

Hi Claire

Thank you for your comments, they have been forwarded to the project manager to be delivered to the Commission.

Thanks,
Becky

*Becky Cardiff*
Development Services Manager
City of Flagstaff
211 W Aspen
Flagstaff, Az 86001
Office-928-213-2618

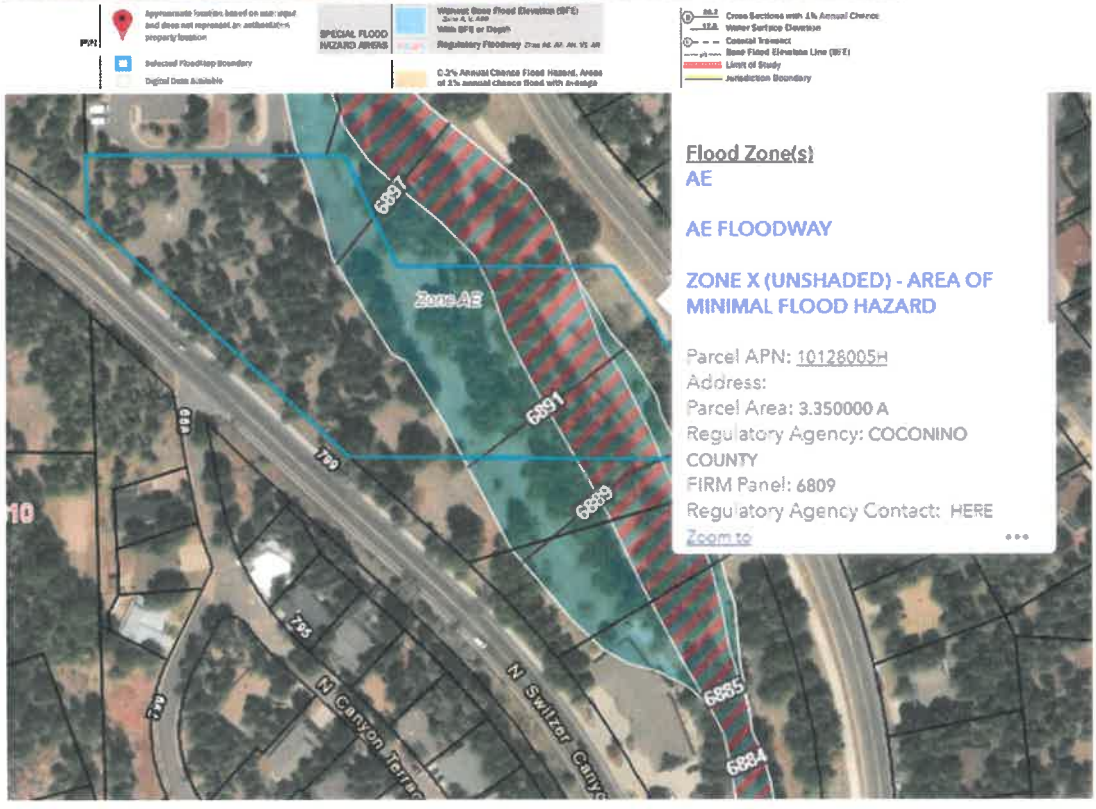
**From:** Claire Lears <claire.lears@gmail.com>
**Sent:** Monday, September 26, 2022 11:42 AM
**To:** CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
**Subject:** Questions and comments for Case No: PZ-22-00021

You don't often get email from claire.lears@gmail.com. Learn why this is important

Hello,
I have some questions and comments about the proposal to change the floodplain on parcel 10128005H from a rural to an urban floodplain.

I am concerned about this change as it will result in homes being built in a floodplain that is also identified as being at risk of post wildfire flooding. With the flooding we have seen in the city of Flagstaff over the last few years due to increased 100 year rain events as well as post wildfire flooding it seems wise to not change the floodplain status from rural to urban so a few extra homes can be built in a floodplain. Leave the rural floodplain designation intact and let the developer build on their parcel as it is with homes out of the 100 year floodplain. Some images are below to show the 100 year floodplain and also that it is at risk of post wildfire flooding based on the Rio de Flags Watershed Dry Lake Hills Flood Potential Map. Have sufficient studies been done to show that changing the floodplain will not result in flooding on new homes in the parcel, downstream, or upstream of the property based on these 2 types of flood events?


esri


Flood Zone(s)
AE
AE FLOODWAY
ZONE X (UNSHADED) - AREA OF MINIMAL FLOOD HAZARD
Parcel APN: 10128005H
Address:
Parcel Area: 3.350000 A
Regulatory Agency: COCONINO COUNTY
FIRM Panel: 6809
Regulatory Agency Contact: HERE
Zoom to
Zone AE
6897
6891
6889
6885
6884
N Switzer Canyon
N Canyon Terrace



https://flagstaffwatershedprotection.org/wp-content/uploads/2013/04/Dry-Lake-Watershed-Stormwater.pdf

1) I have questions around if a text code amendment change is this the right way to go about making the change since it impacts more than the owners property? In the code for owner initiation (10-20.50.030) it states that the zoning code text amendment to amend the zone only relates to provisions that directly regulate the owners property. It seems this change is for more than the owner's parcel so is this a valid way of making the change?

2) The same section of code states that if a zoning map amendment is needed that includes property other than that owned by the applicant that they need a petition in favor of the request signed by the real property owners representing at least 75% of the land area to be included in the application. Has this petition been submitted? It seems this is required if it is for the entire rural section. Is there a signed copy of this petition somewhere?

3) Why does the city want to change the designation for the entire rural section, most of the upper parts of the rural stretch are regulated floodways and don't have large floodplains like this property does. Additionally changing the designation from rural to urban seems to conflict with the 2030 regional plan which shows much of this section of the wash and particularly this parcel as having significant natural resources for riparian vegetation and the rural designation will do more to protect that vegetation then the urban designation. I would hope the city would want to maintain the current level of protection for these high natural resources and the rural flood plain designation does this better than an urban one.

4) Is your committee aware that the culvert at the bottom of the rural floodplain section (at the turquoise circle) is for a 1% annual chance flood discharge but the top of the rural floodplain section (culvert under forest ave) contains a 0.2% annual chance flood (500 year flood)? Also the culvert at rt 66 is for the 0.2% annual chance flood. This means the bottleneck for waterflow and most likely location for flooding is in the part of the wash where this parcel is located as it is just upstream of the Turquoise culvert. There is 1 developed property between this parcel and the culvert, has an analysis been done to ensure flooding of that property would not occur if parts of the 100 year floodplain are developed?

https://www.flagstaff.az.gov/DocumentCenter/View/55252/6809G_r3_20121018141553900?bidId=

5) Who is the City of Flagstaffs floodplain expert and will they be speaking to and providing any data that does or does not support the decision to change the floodplain during the working sessions and city council meeting? Who will conduct studies to ensure that developing in the floodplain will not result in flooding to existing properties?

6) Has or will an analysis be run for what would happen to homes built on the property and up and downstream of the property in the event of a 100 year flood event combined with post wildfire flooding?

7) Will the developer be required to have storm water retention to help reduce impacts of runoff from development of the parcel from contributing to flooding as well as to improve the quality of runoff from the development?

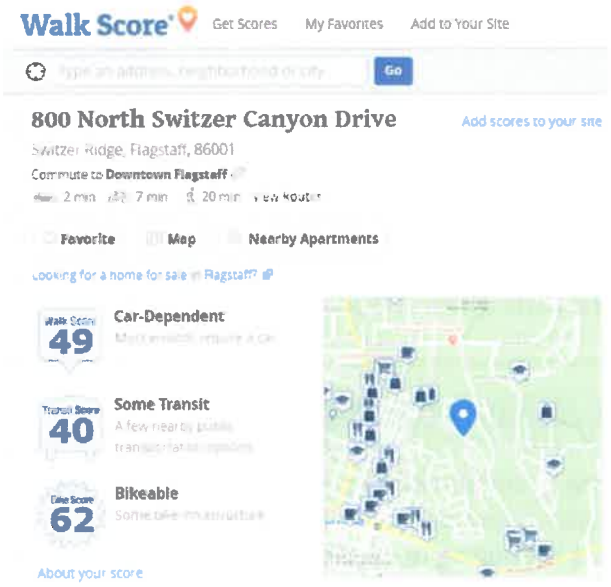
8) Is the developers environmental assessment still valid? The information provided in Appendix B of the Concept Narrative was on a much larger parcel back in 2003 and only planned to have some roads crossings over the wash. The environmental document itself states that the development plans were to "protect the wild nature of Switzer Wash by maintaining the open, undeveloped areas around the stream channel and its floodplain." So the environmental document submitted indicates there were no plans to build in the floodplain and as a result the study may not contain the environmental and hydrology studies needed to determine impacts of developing the floodplain.

9) Rural floodplains are delineated in Section 10-90.20.030 (Rural Floodplain Map) and defined as area of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. The area is a 100 year floodplain and the area is relatively undisturbed with the main disturbances being due to roadways and utilities which are allowed per the definition.

10) There are examples in other parts of the city where the floodplain is urban above and below portions or a rural floodplain, for instance in Cheshire so that itself is not a valid argument for changing the floodplain. The top of the rural stretch of the rural section of floodplain in Cheshire seems to be similarly or more possibly even more developed then this rural section of the Switzer wash.

11) The extension of rural floodplains beyond the limits of the delineated floodplain studies may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors. Where is the data and study to show that the city no longer needs the rural floodplain to protect these valuable ecological resources and wildlife habitats and corridors along this entire stretch of the wash?

12) Additionally this parcel does not fall into an activity center which seems to be the preferred location for new high density growth based on the regional plan. People in these homes are not likely to walk to do errands and bus stops are not convenient to the property, maybe some people would bike but I would imagine most will not so it will be putting more vehicles on the roads. So why is there a push to change the floodplain designation to allow for even more development on this particular parcel?



13) Based on the little information in the concept narrative, it seems the preference is for the developer to sell the townhomes, will future homeowners be aware of the risks of owning a home in or adjacent to a floodplain? Will they be made aware that their property is at risk of post wildfire flooding?

In summary, let development on parcels happen with the rural floodplain designation in place. Demonstrate that the city of Flagstaff has learned something from all of the homes that have flooded in recent years. Keep new homes out of areas at high risk of flooding, protect the natural resources in the area, and let the floodplain serve it's purpose in future flood events.

Thanks,
Claire

**ORDINANCE NO. 2022-28**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, SECTION 10-90.40.030 RURAL FLOODPLAIN MAP, TO CHANGE THE MAP DESIGNATION OF APPROXIMATELY 7.76 ACRES OF REAL PROPERTY FROM RURAL FLOODPLAIN TO URBAN FLOODPLAIN ON EIGHT PARCELS OF LAND (APNS 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, AND 101-28-013D) LOCATED GENERALLY BETWEEN W FOREST AVENUE AND N SAN FRANCISCO STREET; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Matt Peace (the "Applicant"), applied for a Zoning Code Text Amendment to amend Title 10 of the Flagstaff City Code, Section 10-90.40.030 Rural Floodplain Map (the "Rural Floodplain Map") to change the map designation of approximately 1.96 acres of a 3.35-acre parcel from Rural Floodplain to Urban Floodplain and the City of Flagstaff extended the amendment to include seven adjacent parcels of land for a total area of 7.76 acres of Rural Floodplain changed to Urban Floodplain, in an area shown on Exhibit "A", incorporated herein by reference; and

WHEREAS, A citizen review session was held at the Planning Commission work session on September 28, 2022, to discuss the Proposed Zoning Code Text Amendments in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 12, 2022, and provided a recommendation to City Council on Proposed Zoning Code Text Amendments; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the narrative provided by the Applicant, 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.

**ENACTMENTS:**

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

SECTION 1. That the map designation of the Rural Floodplain Map of approximately 7.76 acres is hereby amended from Rural Floodplain to Urban Floodplain, in the area shown on Exhibit "A" on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. 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 4. 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 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

_____
MAYOR

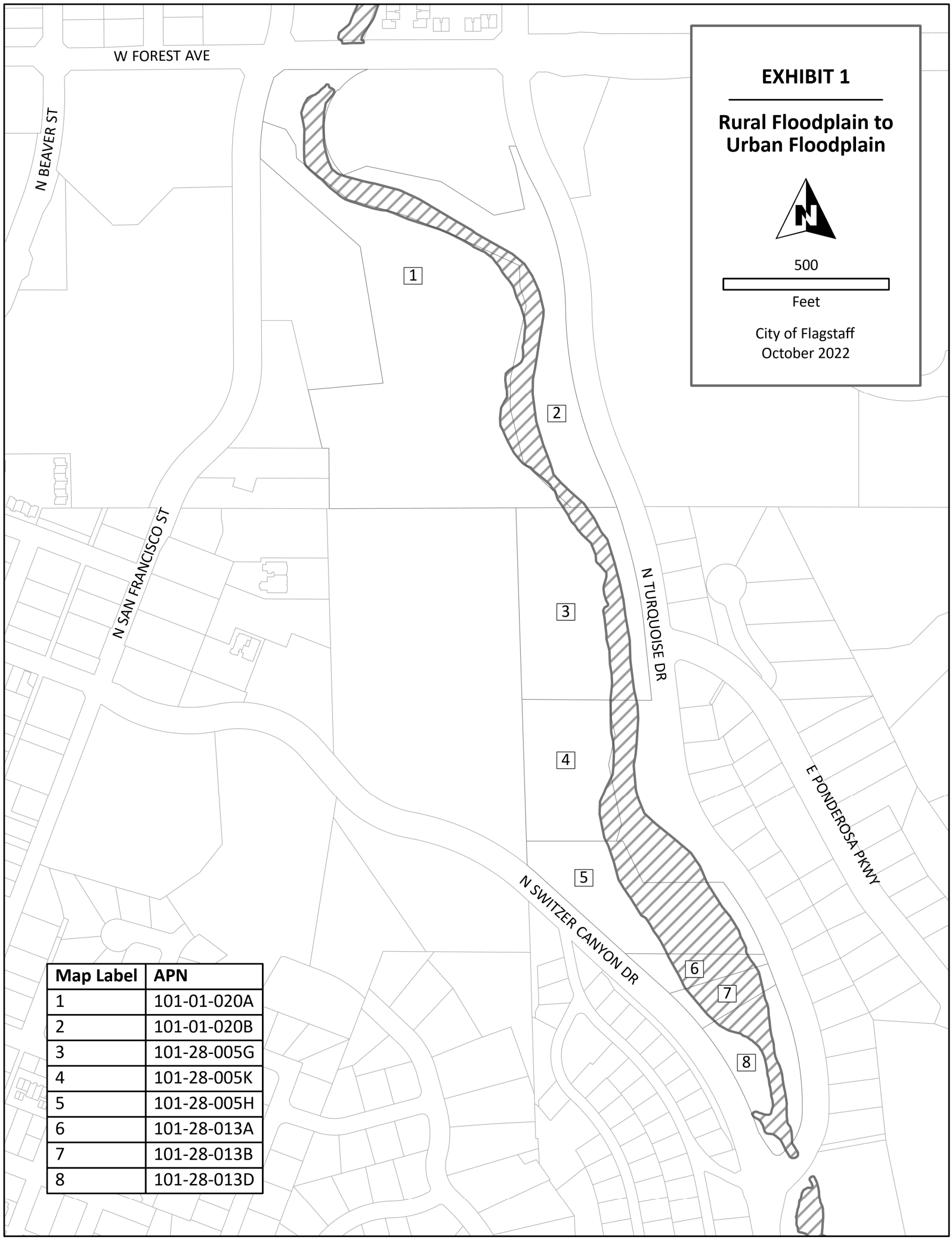
ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A - Rural Floodplain Map



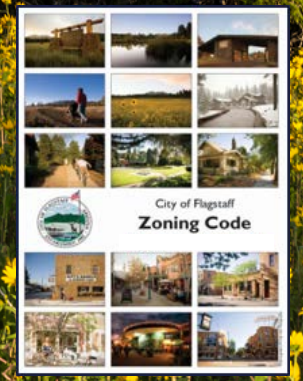

| Map Label | APN |
|---|---|
| 1 | 101-01-020A |
| 2 | 101-01-020B |
| 3 | 101-28-005G |
| 4 | 101-28-005K |
| 5 | 101-28-005H |
| 6 | 101-28-013A |
| 7 | 101-28-013B |
| 8 | 101-28-013D |

# Amendment to Zoning Code Section 10-90.40.030 Rural Floodplain Map

## PZ-22-00021

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



# Rural Floodplain Map Amendment

## Property Owner Initiated Request

- **Amend Section 10-90.40.030 of the Zoning Code to change the Rural Floodplain designation to the Urban Floodplain designation for APN 101-28-005H, a 3.35-acre parcel.**
  - **After reviewing the application staff suggests that if the Rural Floodplain is modified as requested for the subject parcel that the remaining parcels designated as Rural Floodplain be modified as well including APNs 101-01-020A, 020B, 101-28-005G, 005H, 005K, 013A, 013B, and 013D. Staff has noticed this request to include all parcels listed above.**

# Rural Floodplain Map Amendment

## Resource Protection Overlay

- **The subject property is located within the Resource Protection Overlay (RPO) which identifies Floodplains (both urban and rural) as the highest priority resource to be protected on a site.**
  - **The Zoning Code includes specific provisions on the amount of Forest and Slope resources that can be disturbed on a site within the Resource Protection Overlay. No specific preservation rates are provided for Urban or Rural Floodplains except the descriptions in Section 10-50.90.040 Floodplains.**

# Rural Floodplain Map Amendment

## Urban Floodplain

**Urban Floodplains.** All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns; provided, that all necessary requirements of the City's *Stormwater Regulations* as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and a justification must be provided prior to any approval of undergrounding.

# Rural Floodplain Map Amendment

## Rural Floodplain

**Rural Floodplains.** Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

**** In this case the Rural Floodplain matches the FEMA delineated floodplain**

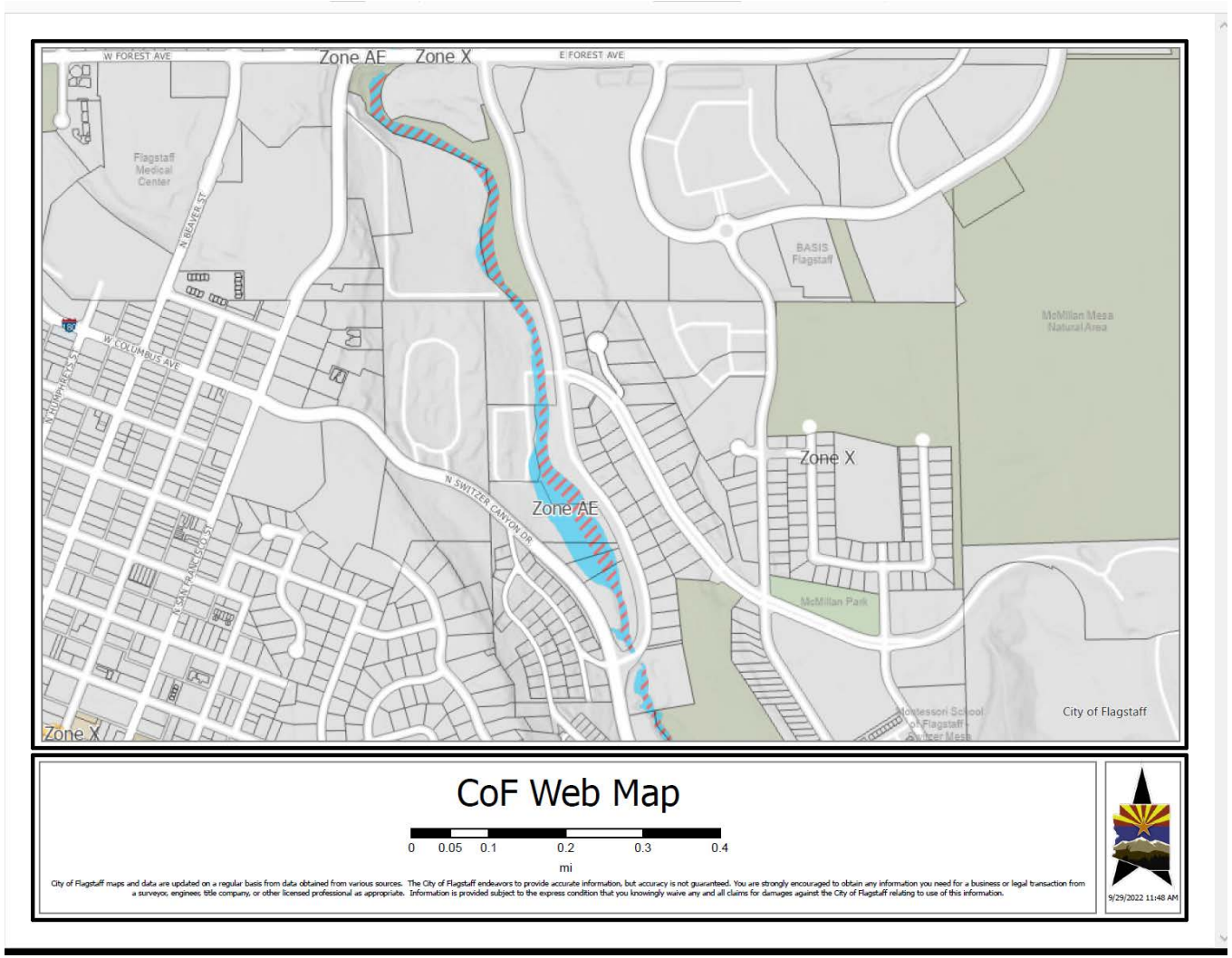
# Rural Floodplain Map Amendment

## Current Rural Floodplain Map



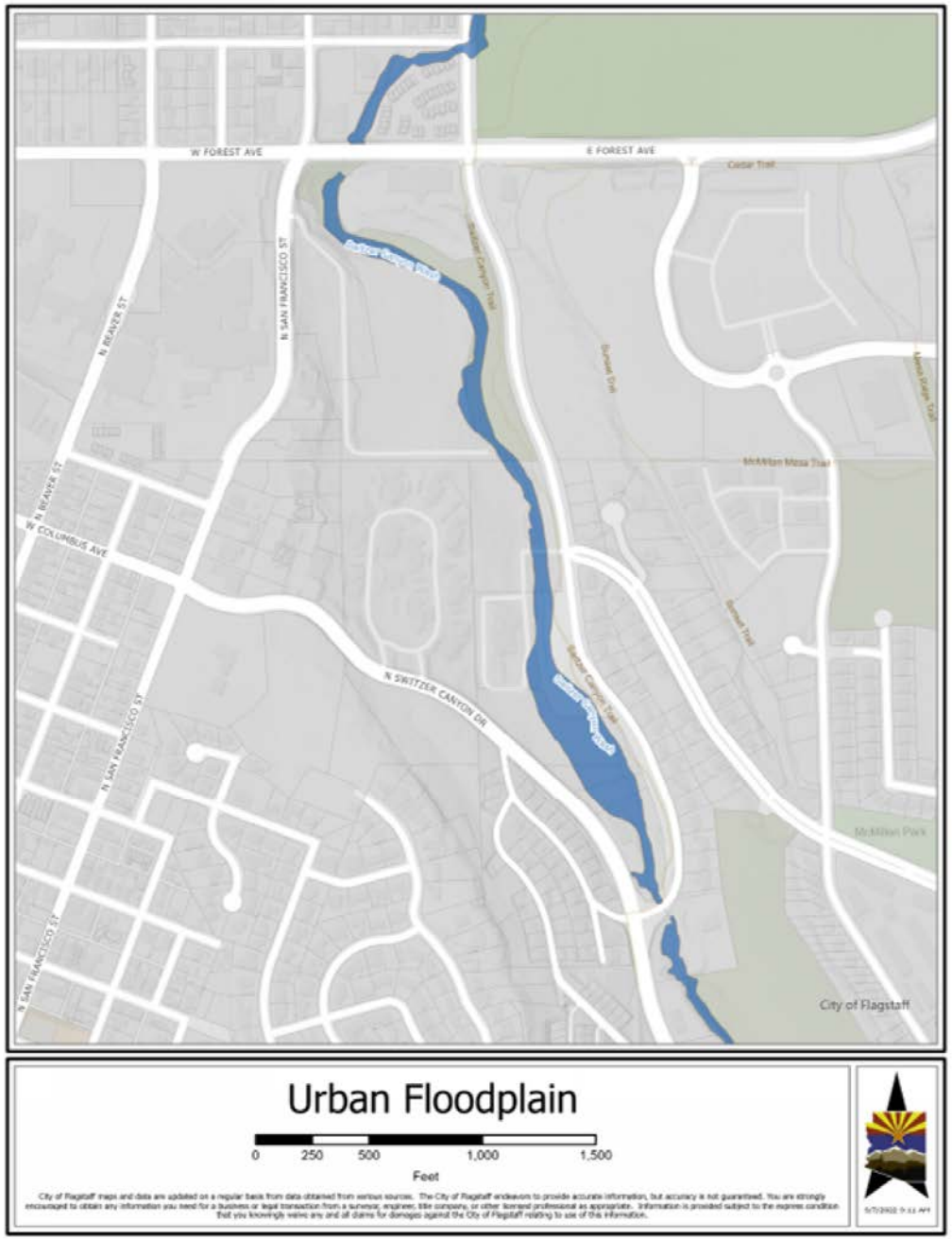
# Rural Floodplain Map Amendment

## Current FEMA Floodplain Map



# Rural Floodplain Map Amendment

## Proposed Rural Floodplain Map



# Rural Floodplain Map Amendment

## 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.**

# Rural Floodplain Map Amendment

## Finding #1

***The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.***

- **The Regional Plan does not specifically address Rural or Urban Floodplains as described in the Zoning Code.**
- **Floodplains in general are considered environmentally sensitive lands which are covered in the Regional Plan which states "These areas contain critical resource and require special consideration in the development design and review process."**
- **Development in Floodplains is regulated by Title 12 of the Flagstaff City Code entitled Floodplains.**

# Rural Floodplain Map Amendment

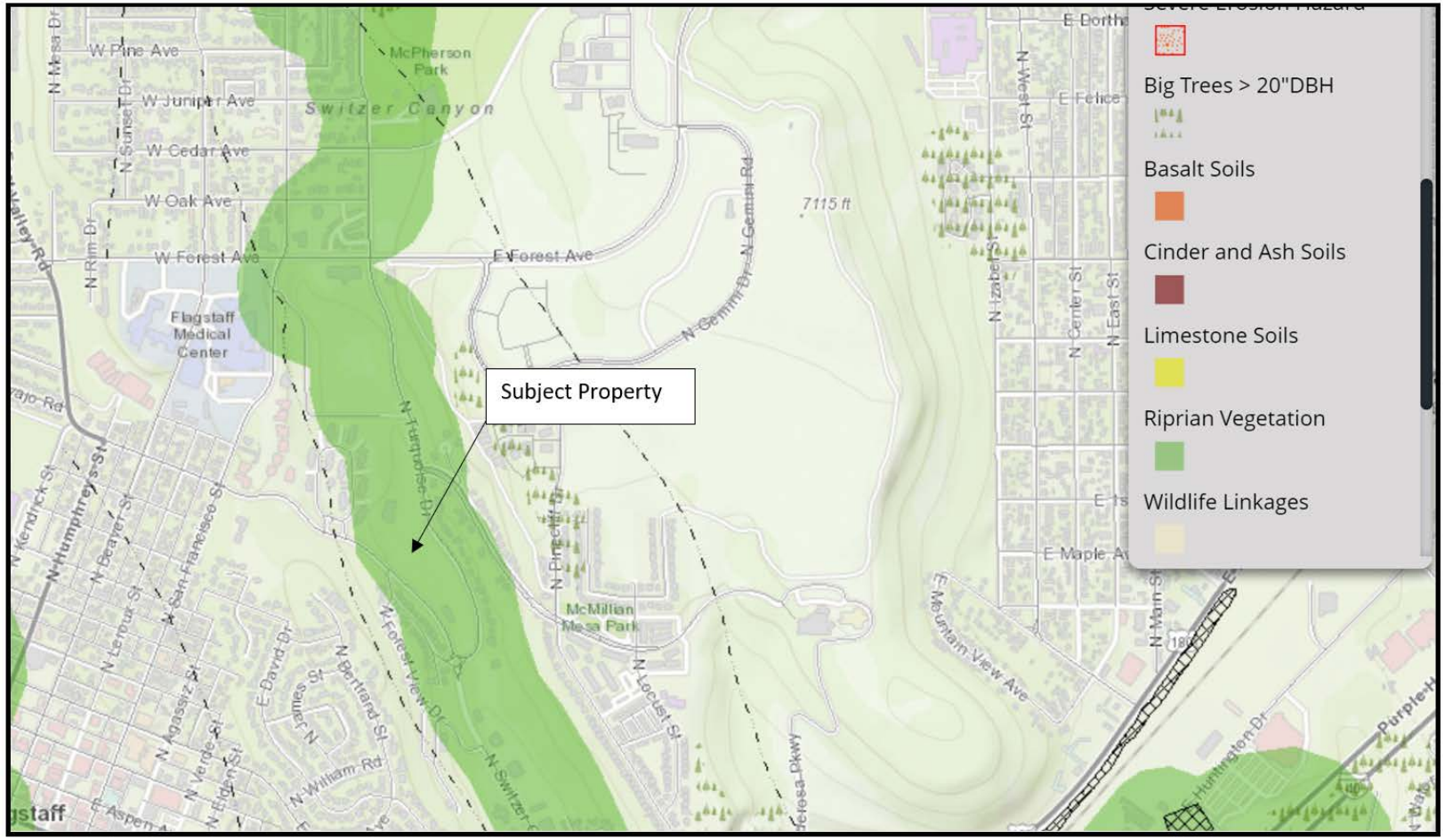
## Finding #1

***The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.***

- **The Environmental Planning & Conservation Chapter of the Regional Plan includes two maps that help identify concentration of natural resources.**

# Rural Floodplain Map Amendment

## Finding #1

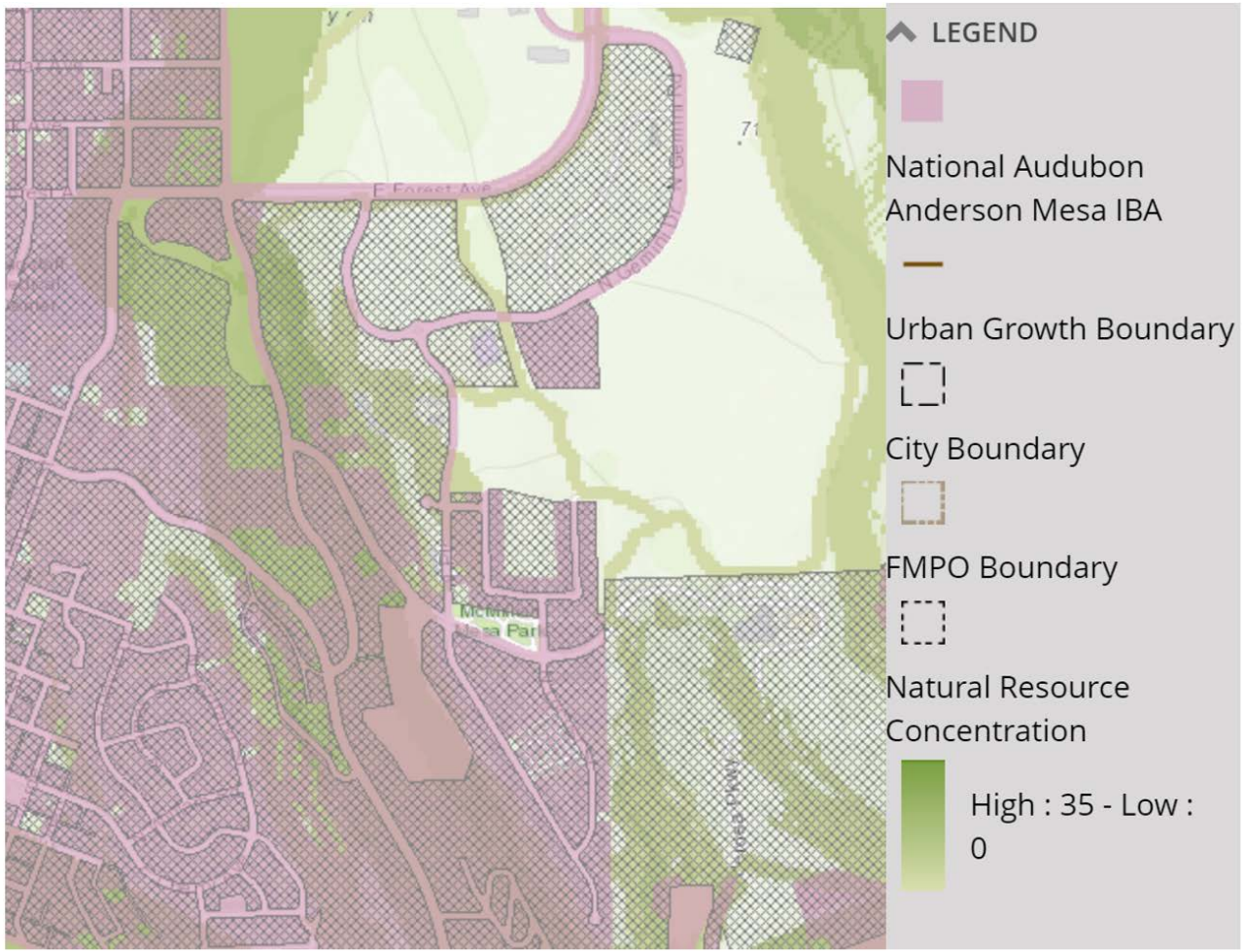



**Flagstaff Regional Plan Map 7 – Significant Natural Resources**

The subject property is identified as "Potential Riparian Vegetation

# Rural Floodplain Map Amendment

## Finding #1




**Flagstaff Regional Plan Map 8 – Concentration of Natural Resources**

# Rural Floodplain Map Amendment

## Finding #2

***The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.***

- **The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. This amendment will resolve a conflict in the Rural Floodplain Map.**

# Rural Floodplain Map Amendment

## Finding #3

***The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.***

- **The area identified as Rural Floodplain is inconsistent with the description of Rural Floodplain.**
- **Rural Floodplains are described as "…natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources."**
- **Urban Floodplains are described as watercourses "…in urbanized areas [that] have typically been altered from their natural state by channelization."**
- **The applicant has provided a biological evaluation of the Switzer Wash in the subject area that states "The primary limiting factors to the biological and physical are direct manipulations of the channel and floodplain during past construction of surrounding roads, utility pipelines, and other infrastructure."**

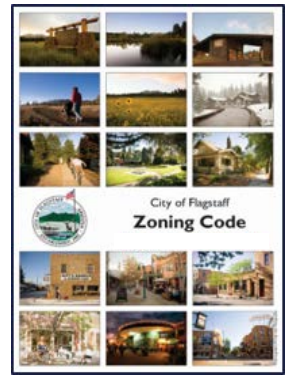
# Rural Floodplain Map Amendment

## Recommendation

**The Planning and Zoning Commission, in accordance with the findings presented, made a recommendation to the City Council for approval of the Zoning Code Text Amendment by a vote of 4-1.**

# Rural Floodplain Map Amendment

## Questions, Comments, and Suggestions



# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Tiffany Antol, Senior Planner |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-51 and Ordinance No. 2022-27:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-19-00248 Updates to Zoning Code - Outdoor Lighting 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 Outdoor Lighting Standards.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022, Council Meeting:

1) Read Resolution No. 2022-51 by title only for the first time
2) City Clerk reads Resolution No. 2022-51 by title only (if approved above)
3) Read Ordinance No. 2022-27 by title only for the first time
4) City Clerk reads Ordinance No. 2022-27 by title only (if approved above)

At the November 15, 2022, Council Meeting:

5) Adopt Resolution No. 2022-51
6) Read Ordinance No. 2022-27
7) City Clerk reads Ordinance No. 2022-27 by title only (if approved above)
8) Adopt Ordinance No. 2022-27

**Executive Summary:**

The purpose of Division 10-50.70: Outdoor Lighting Standards is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe outdoor lighting practices.

In 2019, a Joint Land Use Study (JLUS) was completed for Coconino County. The JLUS is a cooperative land use planning effort between local governments and military installations. Its goal is to ensure the lasting compatibility of military installations and their nearby communities. There are two U.S. Naval Observatory Sites in the Flagstaff region which rely on dark sky conditions to conduct their missions. The JLUS contains specific implementation strategies for the City of Flagstaff. These strategies focus on updating the Zoning Code to remove Lighting Zone 3 as well as modernize measurement of absolute lumens to account for the increasing use of Light Emitting Diode (LED) lighting. A working group was formed in late 2019 to begin working on revisions to the Outdoor Lighting

Standards as suggested by the JLUS.

**Financial Impact:**

There are no anticipated financial impact 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**

Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

**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.

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

There has not been a previous City Council decision on this ordinance.

**Options and Alternatives:**

The City Council may adopt, modify, or deny the proposed amendment.

**Background/History:**

The proposed amendment (Attachment 1) includes multiple changes to the Zoning Code. New provisions are being added, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Removing Lighting Zone 3;
- Modifying standards to accommodate LED light sources;
- Adjusting allowed lumens to accommodate LED light sources;
- Modifying the definition for Narrow Spectrum Amber LED (NSLED).

The proposed amendment includes:

**Purpose (Section 10-50.70.010):**

- The purpose has been updated and shortened to focus on the primary intent of the standards.

**Compliance with the Zoning Code and Permit Requirements (Section 10-50.70.020):**

- This section has been completely revised to provide detailed language about permitting requirements.

**Applicability (10-50.70.030):**

- The requirements in this section have been streamlined and reorganized with minimal substantive

change

**Establishment of Lighting Zones (10-50.70.040):**

- The primary change is converting three lighting zones to two lighting zones as well as providing written descriptions of the lighting zones instead of relying solely on the Lighting Zone map.

**General Requirements – All Lighting Zones (10-50.70.050)**

- The requirements in this section have been streamlined and reorganized with minimal substantive changes.
- The Maximum Total Outdoor Light Output Standards has been replaced and updated to include the absolute lumens for LEDs. The previous table included a footnote with a multiplier to be used for LEDs. That footnote is removed, and the total lumens are adjusted based on that multiplier since most lights used today are LED.
- The Shielding Standards table is replaced to reflect current table design in the rest of the code and to remove Lighting Zone 3.
- The remainder of modifications fall under the first bullet.

**Special Uses (10-50.70.060)**

- Added new provisions for building lights located under canopies, building overhangs, and roof eaves. Includes stricter provisions for non-building mounted lights in Lighting Zone 1.

**Exceptions (10-50-70.080)**

- Made minor changes to the airport lighting section. Specifically, that this provision does not apply to private helipads or landing strips.
- Clarified holiday lighting.

**Residential Exemptions (10-20.60.040)**

- This section clarifies that when a legal nonconforming residence is rebuilt it must still comply with these standards.

**Definitions "F" (10-80.20.060):**

- Correction made to existing definition.

**Definitions "L" (10-80.20.120):**

- Revises the definition of Narrow Spectrum Amber LED (NSLED) to have a peak wavelength between 589 and 595 nanometers.

**Definitions "O" (10-80.20.150):**

- Replaces the definition of Total Outdoor Light Output

**Key Considerations:**

An application for a Zoning Text Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. 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 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 or denied.

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 Regional Plan analysis supports the proposed Zoning Code Text Amendment as part of the required findings. The Regional Plan has 97 goals and over 508 policies, which sometimes conflict or are given different weight in decision-making. The applicable policies are analyzed by chapter below.Conflicting goals and policies are found in Chapter VII – Energy, which supports energy efficiency. NSLEDs are less energy efficient than full spectrum LEDs.

**Chapter IV - Environmental Planning & Conservation**

- Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- Policy E&C.5.1 Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.

**Chapter VII - Energy**

- Goal E.1. Increase energy efficiency.
- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

**Chapter XIV - Economic Development**

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

**Chapter VIII – Community Character**

- Goal CC.1. Reflect and respect the regions' natural setting and dramatic views in the built environment.
- Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows and conserve stands of ponderosa pine.

**Chapter XIV - Economic Development**

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

There is a very specific portion of the Regional Plan that supports the preservation of dark skies in Flagstaff. Dark skies have been a priority for Flagstaff for over three decades with the adoption of the first Outdoor Lighting Standards in the 1990s. This code amendment reflects recent planning efforts to preserve astronomical facilities in the Flagstaff region. While the preferred light source (NSLEDs) is less energy efficient than the full spectrum LEDs, the environment, social, and economic benefits are so great that in this instance they are supported over the very important goal of energy efficiency.

**B. <u>Finding #2:</u> The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.**
The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

**C. <u>Finding #3:</u>The proposed amendment is internally consistent with other applicable provisions of this Zoning Code**.
The proposed amendment revises the entire Outdoor Lighting Standards Division of the Zoning Code. In addition, definitions, associated maps, signage, and legal nonconforming standards have been updated to coordinate with the rewrite of this division.

**Community Involvement:**

Staff completed the following efforts to reach out for public input on the proposed amendment prior to scheduling work sessions or public hearings:

- Direct contact with known electrical and lighting contractors was made via email to solicit feedback on the proposed amendment.
- Notice about the proposed amendment was added to all water bills during the month of July.
- Staff had an article about the proposed amendment published in the Flagstaff Business News, July 2022 edition.
- A direct mailing to all commercial property owners in Lighting Zone 3 (approximately 600 owners) with notice of the proposed amendment and invitation to an Open House to discuss the amendment.
- Staff held an Open House meeting on August 4, 2022, at 5:30 p.m. at the Flagstaff Public Library (Downtown) to discuss the amendment. One member of the public attended the open house.

As of the preparation of this report, staff has not received any comments from the public.

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**Attachments:**

Application
Res. 2022-51
Exhibit A
Ord. 2022-27
Public Participation Plan
Presentation

# 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 |
|---|---|---|
| 8/31/22 | | PZ-19-00248 |

| Applicant(s)/Property Owner(s) | Title | Phone | Email |
|---|---|---|---|
| City of Flagstaff Planning Director – Michelle McNulty | | 928-213-2607 | Michelle.McNulty@Flagstaffa.gov |
| **Mailing Address** | | | **City, State, Zip** |
| 211 West Aspen Avenue | | | Flagstaff, AZ 86004 |
| **Representative (If applicable)** | **Title** | **Phone** | **Email** |
| Tiffany Antol | Zoning Code Manager | 928-213-2605 | tantol@flagstaffaz.gov |
| **Mailing Address** | | | **City, State, Zip** |
| Same as above | | | |

| Property Address N/A | City, State, Zip |
|---|---|
| | |

| |
|---|
| **Application Name: Outdoor Lighting** |
| **Zoning Code Text Amendment** |
| **Chapter Name and Number: Chapter 10.50 Supplemental to Zones** |
| **Division Name and Number: Chapter 10-50.70 Outdoor Lighting Standards** |
| **Section Name and Number:** |
| |
| **Chapter Name and Number:** |
| **Division Name and Number:** |
| **Section Name and Number:** |
| |
| **Chapter Name and Number:** |
| **Division Name and Number:** |
| **Section Name and Number:** |

| Additional Information: |
|---|
| |

| Owner's Signature (required) | Date: | Representative Signature (If applicable) | Date: |
|---|---|---|---|
| Michelle McNulty | 8/31/22 | Tiffany Antol | 8-31-22 |

| For City Use | | |
|---|---|---|
| **Date Filed:** | **File Number(s):** | **Fee Receipt Number:** |
| **P & Z Hearing Date:** | **Publication and Posting Date:** | **Amount:** |
| **Council Hearing Date:** | **Publication and Posting Date:** | **Date:** |
| **Received by:** | **Comments:** | |
| | | |

**RESOLUTION NO. 2022-51**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-19-00248 OUTDOOR LIGHTING 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; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2022-27, 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-19-00248 Outdoor Lighting Standards"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

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 15th day of November 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-19-00248 Outdoor Lighting Standards

**Case No. PZ-19-00248 Updates to Zoning Code - Outdoor Lighting Standards**
Amendment for Adoption Flagstaff Zoning Code

Provisions that are being deleted in bold blue strikethrough text.
Provisions that are being added are shown in bold blue text.

**Division 10-50.70:**

**Outdoor Lighting Standards**

Sections:


10-50.70.010 Purpose

10-50.70.020 ~~**Conformance with Applicable Codes**~~ **Compliance with the Zoning Code and Permit Requirements**

10-50.70.030 Applicability

10-50.70.040 Establishment of Lighting Zones

10-50.70.050 General Requirements – All Lighting Zones

10-50.70.060 Special Uses

10-50.70.070 Prohibited Outdoor Lighting

10-50.70.080 Exceptions

10-50.70.090 Nonconforming Outdoor Lighting

10-50.70.100 Violations and Enforcement


## 10-50.70.010 Purpose

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

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

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

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

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

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

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

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

~~D. It is therefore the intent of this division to encourage lighting practices and systems that will:~~

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

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

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

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

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

**A. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve**

**Flagstaff's dark sky resource with the need for safe outdoor lighting practices. This division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting.**

~~**10-50.70.20 Conformance with Applicable Codes**~~

~~All outdoor lighting fixtures shall be installed in conformance with the provisions of this division and the applicable building codes currently in effect in the City under appropriate permit and inspection.~~

## 10.50.70.020 Compliance with the Zoning Code and Permit Requirements

**A. An Outdoor Lighting Permit shall be obtained prior to the installation, modification, or replacement of any Outdoor Light Fixture subject to Section 10-20.40.100.**

**1. Any modification of an existing Outdoor Light Fixture shall comply with this division.**

**2. All outdoor lighting shall be installed in compliance with the provisions of this Division 10-50.70; Title 4, Building Regulations; and Title 5, Fire Code of the City Code.**

## 10-50.70.030 Applicability

~~A. **Existing Buildings and Uses.** Any new outdoor lighting installed on a building or parcel shall meet the requirements of this division with regard to shielding and lamp type. The total outdoor light output after the new outdoor lights are installed shall not exceed that legally nonconforming or pre-approved on the site before the modification, or as permitted by this division, whichever is larger.~~

**A. New Development and Parking Areas. The provisions of this division shall apply to any new development of a vacant lot or parcel and any installation of outdoor lighting to support that development, including parking areas and areas within an unenclosed parking garage.**

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

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

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

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

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

**B. Major Additions, Modifications, Replacements, and Change of Use. The provisions of this division shall apply to all major additions, modifications, replacements, or change of use. The entire property shall comply with the requirements of this division when any of the following occur:**

**1. "Major" shall be defined as an increase of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions after the effective date of this provision; or**

**2. Single or cumulative modifications or replacements of legally installed Outdoor Light Fixtures after August 5, 1999, constituting 25 percent or more of the Lumens that would be permitted under this division for the property, regardless of the Total Outdoor Light Output currently existing on a site.**

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

**C. Minor Additions, Modifications, Replacements, and Change of Use. The provisions of this division shall not apply to minor (less than 25% as referenced above) additions, modifications, replacements, or change of use after August 5, 1999, except for the following:**

**1. All new or modified Outdoor Light Fixtures shall comply with the requirements of this division.**

**2. The Total Outdoor Light Output shall not exceed the amount allowed by this division, or the total legal non-conforming light output, whichever is greater.**

~~D. **Change of Use.**~~

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

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

~~E. **Public Rights-of-Way Exempt.** The provisions of this division shall not apply to street lights installed in public rights-of-way.~~

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

**D. All Outdoor Light Fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.**

## 10-50.70.040 Establishment of Lighting Zones

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

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

B. **Lighting Zone Boundaries.** The boundaries of the lighting zones are illustrated in Section 10-90.40.020, Lighting Zone Map.

**1. Lighting Zone 1 includes all areas within the City of Flagstaff that are within 2.5 miles of the Kaj Strand telescope at the U.S. Naval Observatory.**

**2. Lighting Zone 2 includes all areas more than 2.5 miles of the Kaj Strand telescope at the U.S. Naval Observatory.**

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

## 10-50.70.050 General Requirements – All Lighting Zones

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

~~B. **Lighting Classes.**~~

**A. Lighting Classes. The Total Outdoor Light Output for a lot or parcel is cumulative of the light emitted by all lighting classes.**

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

**1. Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. All Class 1 Lighting shall have a Correlated Color Temperature (CCT) of 2,700 Kelvin (K), or less. Recognized Class 1 lighting applications include only the following examples:**

a. Outdoor sales areas, including service station canopies;

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

**b. Primary customer building entry/exit areas of commercial and industrial uses (does not include service or emergency entry/exits);**

c. Outdoor eating areas at restaurants;

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

**d. Outdoor assembly or repair areas where assembly or repair work occurs at night as part of the normal business operations;**

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

f. External and internal lighting for signs.

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

**2. Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern. Narrow-Spectrum Amber LEDs are required in all Class 2 lighting applications. Examples of Class 2 Lighting applications include the following:**

~~a. Examples of Class 2 lighting applications include the following:~~

~~(1) Pedestrian walkways, driveways and roadways;~~

**a. Pedestrian walkways, driveways, and roadways;**

~~(2) Parking lots;~~

**b. Parking lots;**

~~(3) Equipment yards; and~~

**c. Equipment yards; and**

~~(4) Outdoor security.~~

**d. Outdoor security.**

~~b. Low-pressure sodium (LPS) lamps or narrow-spectrum amber LEDs are required in all Class 2 lighting applications, except that up to 10 percent of all Class 2 lighting may be non-LPS lighting as noted in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.~~

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

**3. Class 3 Lighting is outdoor lighting used for decorative purposes. All light sources may be used for Class 3 Lighting including technologies that allow for the color of the light to change so long as the colors change less than every two minutes. Examples of Class 3 Lighting applications include the following:**

~~a. Examples of Class 3 lighting applications include the following:~~

~~(1) Architectural illumination;~~

**a. Architectural illumination;**

~~(2) Flag and monument lighting; and~~

**b. Flag and monument lighting; and**

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

**c. Landscape lighting and the illumination of trees, shrubs, and other vegetation.**

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

~~4. The use of solar powered light systems as a light source in all lighting classes is appropriate.~~

~~C~~**B. Total Outdoor Light Output.**

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

**1. The Total Outdoor Light Output shall not exceed the amounts allowed in Table 10-50.70.050.A.**

| Table 10-50.70.050.A: Maximum Total Outdoor Light Output Standards | | | |
|---|---|---|---|
| **Land Use** | **Zone 1** | **Zone 2** | **Zone 3** |
| **Commercial, Industrial, and Multifamily Residential (lumens per net acre)**[1] | | | |
| Total (Fully Shielded and Partially Shielded) | 25,000 | 50,000 | 100,000 |
| Partially Shielded only | 0 | 5,500 | 5,500 |
| Non-LPS and non-narrow spectrum amber LED | 2,500 | 5,000 | 10,000 |
| **Single-Family Residential (lumens per parcel inclusive of accessory structures)**[1] | | | |
| Total (Fully Shielded and Partially Shielded) | 10,000 | 10,000 | 10,000 |
| Partially Shielded only | 0 | 4,000 | 4,000 |

**End Note**

[1] To determine the allowed lumens per net acre for all LED lamps (i.e., narrow spectrum amber LED and all other LED lamps), divide the total number of lumens permitted in each lighting zone by 1.43.

| Table 10-50.70.050.A<br>Maximum Total Outdoor Light Output Standards | | |
|---|---|---|
| **Land Use** | **Lighting Zone 1** | **Lighting Zone 2** |
| **Commercial, Industrial, and Multiple-Family Development (Lumens per Net Acre)** | | |
| **Combined Maximum for Fully and Partially Shielded Fixtures, and fixtures mounted to a building or canopy** | **17,500** | **35,000** |
| **Partially Shielded Fixtures maximum** | **0** | **3,850** |
| **Fixtures not mounted to a building or canopy[1] maximum** | **4,000** | **35,000** |
| **Single-Family and Duplex Developments, Including Accessory Structures (Lumens per Lot, or Parcel)** | | |
| **Combined Maximum for Fully and Partially Shielded Fixtures, and fixtures not mounted to a building or canopy, excluding motion sensing Outdoor Light Fixtures[2]** | **1,500** | **5,000** |
| **Partially Shielded Fixtures maximum** | **0** | **2,000** |
| **Motion sensing Outdoors Light Fixtures[2] (fully shielded) maximum** | **0** | **2,000** |
| **Fixtures that are not mounted to a building or canopy[1] maximum** | **0** | **1,500** |
| **End Note** | | |
| **1. Fixtures that are not directly mounted to the side of a building or to the underside of, or within, a canopy or overhang.**<br>**2. Motion sensing Outdoor Light Fixtures shall have an automated timer set to turn off the fixture at a time no greater than five (5) minutes after the light has been turned on.** | | |

~~2. For determining compliance with this section, light emitted from outdoor lighting is to be included in the total outdoor light output as follows (see Figure 10-50.70.050A):~~

~~a. Light fixtures installed as described below shall be included in the total outdoor light output by adding 100 percent of the initial lumen outputs of the lamps used:~~

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

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

~~(3) Light fixtures installed on the side of buildings or other structures but not located as described in subsections (C)(2)(b) or (c) of this section; and~~

~~(4) Light fixtures installed within open parking garages, or under canopies, building overhangs, or roof eaves that are not fully shielded or are fully shielded but not located as described in subsections (C)(2)(b) or (c) of this section.~~

~~b. Fully shielded light fixtures installed as described below shall be included in the total outdoor light output by adding only 25 percent of the initial lumen outputs of the lamps used;~~

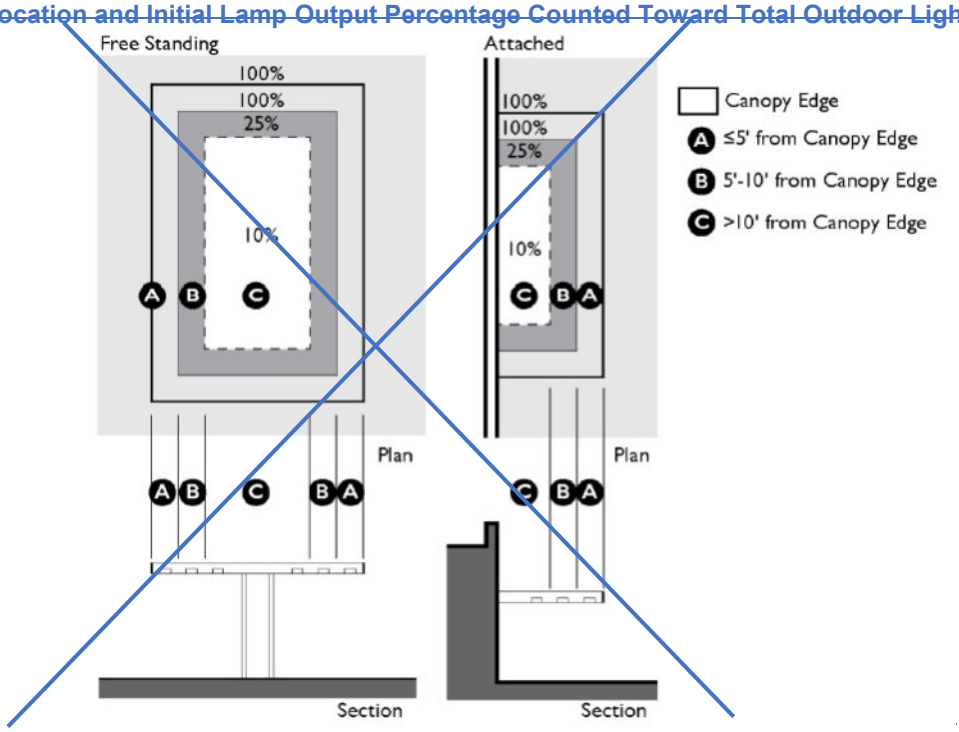
~~(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located at least five feet but less than 10 feet from the nearest outdoor opening, canopy, or overhang edge.~~

~~c. Fully shielded light fixtures installed as described below shall be included in the total outdoor light output by adding only 10 percent of the initial lumen outputs of the lamps used;~~

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

**~~Figure 10-50.70.050A~~**

**~~Elevation and Section Views of a Freestanding and Attached Canopy or Overhang, Showing Fixture Location and Initial Lamp Output Percentage Counted Toward Total Outdoor Light Output~~**



~~D. **Lamp Source and Shielding.** The standards provided in Table 10-50.70.050.B, Lamp Type and Shielding Standards, shall apply:~~

**C. Shielding. The standards provided in Table 10-50.70.050.B, Shielding Standards, shall apply:**

~~Table 10-50.70.050.B: Lamp Type and Shielding Standards~~

| ~~Lamp Type and Lighting Class~~ | ~~Zone 1~~ | ~~Zone 2~~ | ~~Zone 3~~ |
|---|---|---|---|
| ~~**Nonresidential[2] Outdoor Lighting**~~ | | | |
| ~~Class 1 Lighting (Color Rendition):~~ | | - | |
| ~~All lamp types and outputs~~ | ~~FS~~ | ~~FS~~ | ~~FS~~ |
| ~~Class 2 Lighting (General Illumination):~~ | - | - | - |
| ~~All lamp types and outputs~~ | ~~FS~~ | ~~FS~~ | ~~FS~~ |
| ~~Class 3 Lighting (Decorative):~~ | | - | |
| ~~All lamp types 2,500 lumens[1] or above per fixture~~ | ~~X~~ | ~~X~~ | ~~FS~~ |
| ~~All lamp types below 2,500 lumens[1] per fixture~~ | ~~FS~~ | ~~A[3]~~ | ~~A[3]~~ |
| ~~**Residential[2] Outdoor Lighting**~~ | | | |
| ~~Class 1-3 Lighting~~ | | - | |
| ~~Lighting (Color Rendition):~~ | | | |
| ~~All lamp types 1,000 lumens[1] or above per fixture~~ | ~~FS~~ | ~~FS~~ | ~~FS~~ |
| ~~All lamp types below 1,000 lumens[1] per fixture~~ | ~~FS~~ | ~~A[3]~~ | ~~A[3]~~ |
| ~~**Key:**~~ | | | |
| ~~FS = Allowed; Only Fully Shield Fixtures permitted~~ | | | |
| ~~A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures permitted subject to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).~~ | | | |
| ~~X = Prohibited~~ | | | |

| Table 10-50.70.050.B: Lamp Type and Shielding Standards | | | |
|---|---|---|---|
| Lamp Type and Lighting Class | Zone 1 | Zone 2 | Zone 3 |

**End Notes**

[4]Examples of lamp types of 2,500 and 1,000 lumens and below for commercial and residential applications respectively are provided in Table 10-50.70.050.C, Lamp Type and Wattage with Outputs below 2,500 and 1,000 lumens. The acceptability of a particular lamp is decided by lumen output, not wattage. The values listed are approximate, and the manufacturer's specifications for a particular lamp must be checked.

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

[3]For purposes of determining total light output from a light fixture, lighting assemblies which include multiple unshielded or partially shielded fixtures or lamps on a single pole shall be considered as a single fixture (see Figure 10-50.70.050B). Partially shielded lighting is limited to the amounts listed in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.

~~Table 10-50.70.050.B: Lamp Type and Shielding Standards~~

| ~~Lamp Type and Lighting Class~~ | ~~Zone 1~~ | ~~Zone 2~~ | ~~Zone 3~~ |
|---|---|---|---|

**Table 10-50.70.050.B**
**Shielding Standards**

| Land Use and Lighting Class | Lighting Zone 1 | Lighting Zone 2 |
|---|---|---|
| **Commercial, Industrial, and Multiple-Family Development** | | |
| Class 1 Lighting<br>All Outdoor Light Fixtures | FS | FS |
| Class 2 Lighting<br>All Outdoor Light Fixtures | FS | FS |
| Class 3 Lighting | | |
| All Outdoor Light Fixtures with a Lumen output below 1,750[1] Lumens | FS | A[1] |
| All Outdoor Light Fixtures with a Lumen output equal to and above 1,750[1] Lumens | X | X |
| **Single-Family and Duplex Residential Dwelling Units** | | |
| Class 1-3 Lighting | | |
| All Outdoor Light Fixtures with a Lumen output below 700[1] Lumens | FS | A[1] |
| All Outdoor Light Fixtures with a Lumen output equal to and above 700[1] Lumens | X | X |

**End Notes**

1. For purposes of determining the Total Outdoor Light Output from an Outdoor Light Fixture, lighting assemblies which include multiple unshielded or Partially Shielded Fixtures or lamps on a single pole or assembled as a single unit shall be considered as one fixture. Refer to the Table 10-50.70.050.A.

**Key**

FS = Allowed; Only Fully Shielded Fixtures

A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures are allowed subject to the Lumen amounts listed in Table 10-50.70.050.A

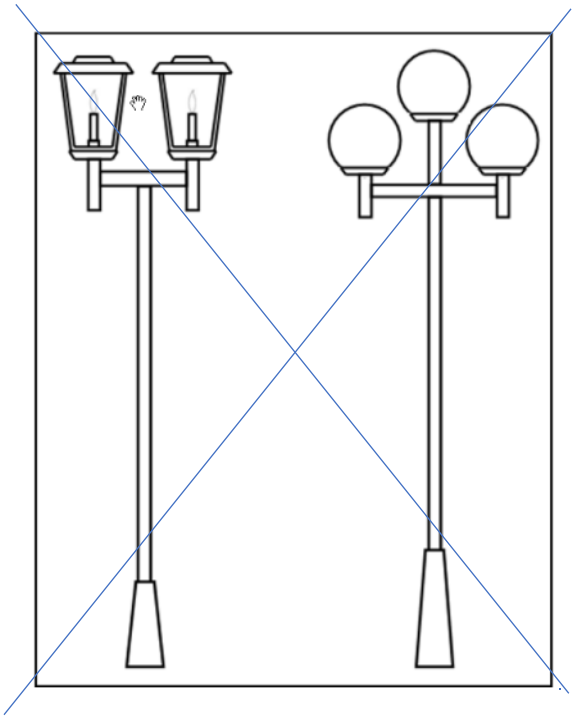
X = Outdoor Light Fixture is Prohibited

~~**Figure 10-50-70.050B**~~

| ~~Table 10-50.70.050.C: Lamp Type and Wattage with Outputs below 2,500 and 1,000 Lumens~~ | | |
|---|---|---|
| ~~Lamp Type~~ | ~~2,500 lm (Commercial and Industrial)~~ | ~~1,000 lm (Residential)~~ |
| ~~Standard incandescent and less~~ | ~~100 watt~~ | ~~60 watt~~ |
| ~~Tungsten halogen (quartz) and less~~ | ~~100 watt~~ | ~~60 watt~~ |
| ~~Fluorescent and less~~ | ~~25 watt~~ | ~~15 watt~~ |
| ~~Compact Fluorescent and less~~ | ~~26 watt~~ | ~~13 watt~~ |

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

~~**Light Fixture with Multiple Unshielded Fixtures or Lamps**~~



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

**D. Effective Shielding. All Outdoor Light Fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a Fully Shielded Light Fixture.**

~~F. Light Trespass Standard.~~

**E. Light Trespass Standard.**

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

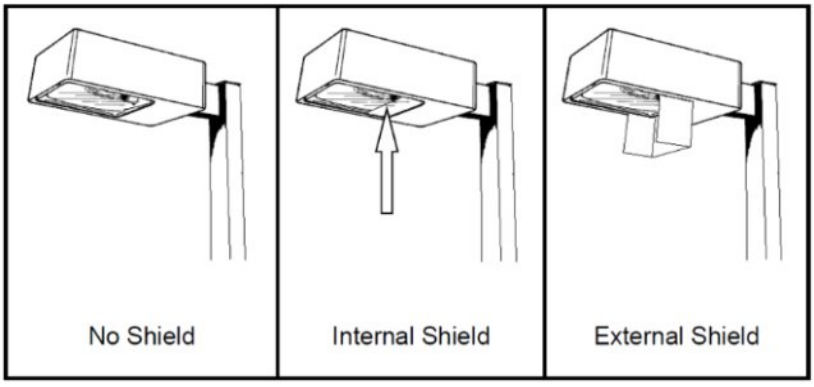
**1. All Outdoor Light Fixtures, including motion sensing lighting, shall be located, aimed, and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.**

~~2. Any privately or publicly owned outdoor light fixture with a lamp of initial output over 10,000 lumens located within 50 feet of any residential (including multifamily residential) property or public right-of-way shall utilize an internal or external shield, with the light fixture and shield oriented to minimize light trespass over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure 10-50.70.050C).~~

**2. Any privately or publicly owned Outdoor Light Fixture with an output over 10,000 Lumens located within 50 feet of any residential (including Multiple-Family Development) property or public right-of-way shall utilize an internal or external shield, with the Outdoor Light Fixture and shield oriented to prevent direct illumination over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure 10-50.70.050.C).**

**Figure 10-50.70.050.C**

**Shielding Configurations**



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

**F. Motion Sensing Outdoor Light Fixtures. Motion sensing Outdoor Light Fixtures shall be fully shielded.**

~~H. **Time Limits for Outdoor Lighting.** All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building or outdoor product display or storage area shall be turned off at the times listed in Table 10-50.70.050.D, Time Limits for Outdoor Lighting, or no later than 30 minutes after the business closes, whichever is later, and remain off for the remainder of the night or until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080(D), and outdoor recreation facilities are exempt in accordance with Section 10-50.70.060(B).~~

**G. Time Limits for Outdoor Lighting. All outdoor Class 1 and Class 3 Lighting, and outdoor Class 2 Lighting located more than 50 feet from any structure, outdoor product display, or storage area shall be turned off no later than 30 minutes after the business closes and are to remain off until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080.D, and outdoor sports facilities are subject to the time limits in Table 10-50.70.060.B.**

~~**Table 10-50.70.050.D: Time Limits for Outdoor Lighting**~~

| | ~~Zone 1~~ | ~~Zone 2~~ | ~~Zone 3~~ |
|---|---|---|---|
| ~~Time limit when outdoor lights must be turned off~~ | ~~9:00 p.m.~~ | ~~11:00 p.m.~~ | ~~11:00 p.m.~~ |

~~I. **Sign Illumination.** Standards for external and internal sign illumination are provided in Division 10-50.100, Sign Standards. Lighting used for the external illumination of signs is included toward the total outdoor light output standards of subsection (C) of this section.~~

**H. Sign Illumination. Standards for external and internal sign illumination are provided in Division 10-50.100, Sign Standards. Lighting used for the external illumination of signs is included toward the Total Outdoor Light Output standards of subsection B. of this section.**

~~J. **Neon Building Lighting.** Neon building lighting is included in the total outdoor light output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not permitted.~~

**I. Neon Building Lighting. Neon building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not allowed except for signage.**

~~K. **Multi-Class Lighting.** Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, and Table 10-50.70.050.B, Lamp Type and Shielding Standards, or conform to the time limitations of the least restrictive included class as shown in Table 10-50.70.050.D, Time Limits for Outdoor Lighting.~~

**J. Multi-Class Lighting. Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, and Table 10-50.70.050.B, Shielding Standards, or be turned off no later than 30 minutes after the business closes.**

~~L. **Internally Illuminated Architectural Elements.** Any architectural element, including walls or portions of buildings that are internally illuminated and that is not a sign or fenestration (windows or doors), shall have 100 percent of the initial lamp output of all lamps used to provide such illumination counted toward partially shielded lighting for the purposes of calculating total outdoor light output for the site and is subject to the standards of subsection (C) of this section.~~

**K. Internally Illuminated Architectural Elements. Any architectural element, including walls or portions of buildings, including canopy facias, that are internally illuminated and that is not a sign or fenestration (windows or doors), shall have 100 percent of the initial lamp output of all lamps or luminous tubes used to provide such illumination counted toward partially shielded lighting for the purposes of calculating Total Outdoor Light Output for the site and is subject to the standards of subsection B. of this section.**

~~M. **Architectural/Landscape Lighting.** Architectural lighting used to illuminate the wall of a building or landscape lighting used to illuminate trees or other landscape elements is permitted subject to the following:~~

**L. Architectural/Landscape Lighting. Architectural lighting used to illuminate a structure or landscape lighting used to illuminate trees or other landscape elements is allowed subject to the following:**

~~1. Architectural and landscape lighting that is directed downward onto a wall, tree or other landscape feature shall be included in the total outdoor light output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, based on whether a fully shielded or partially shielded light fixture is used; and~~

**1. Architectural and landscape lighting that is directed downward onto a structure, tree, or other landscape feature shall be included in the Total Outdoor Light Output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, based on whether a fully Shielded or Partially Shielded Light Fixture is used; and**

~~2. Architectural and landscape lighting that is directed upward onto a wall, tree or other landscape feature is not permitted.~~

**2. Architectural and landscape lighting that is directed upward onto a structure, tree, or other landscape feature is not allowed.**

~~N. **Emergency Lighting.** Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is permitted in all lighting zones and is excluded from the total lumen calculations for the site.~~

**M. Emergency Lighting. Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is allowed in all lighting zones and is excluded from the Total Outdoor Light Output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.**

~~O. **Use of Mercury Vapor Light Fixtures.**~~

**N. Use of Mercury Vapor Outdoor Light Fixtures. Except for outdoor lighting systems erected prior to 1950, no mercury vapor outdoor light fixtures are allowed within the City of Flagstaff.**

~~1. No new mercury vapor outdoor light fixtures shall be installed after the effective date of this Zoning Code. No replacement equipment other than bulbs for mercury vapor lighting fixtures shall be sold in the State after January 1, 1991, and the use of mercury vapor light fixtures is prohibited after January 1, 2011.~~

~~2. The provisions of this section shall not apply to outdoor light systems erected prior to 1950.~~

## 10-50.70.060 Special Uses

**A. Canopies, Building Overhangs, and Roof Eave Lighting.**

**1. Shielding. All Outdoor Light Fixtures attached, mounted to, or within, a canopy, building overhang, or roof eave shall be fully shielded.**

**2. Total Lumens. The Total Lumen of each Outdoor Light Fixture shall be calculated based on the distance from the edge of the canopy, building overhang, or roof eave subject to Figure 10-50.70.060.A.**

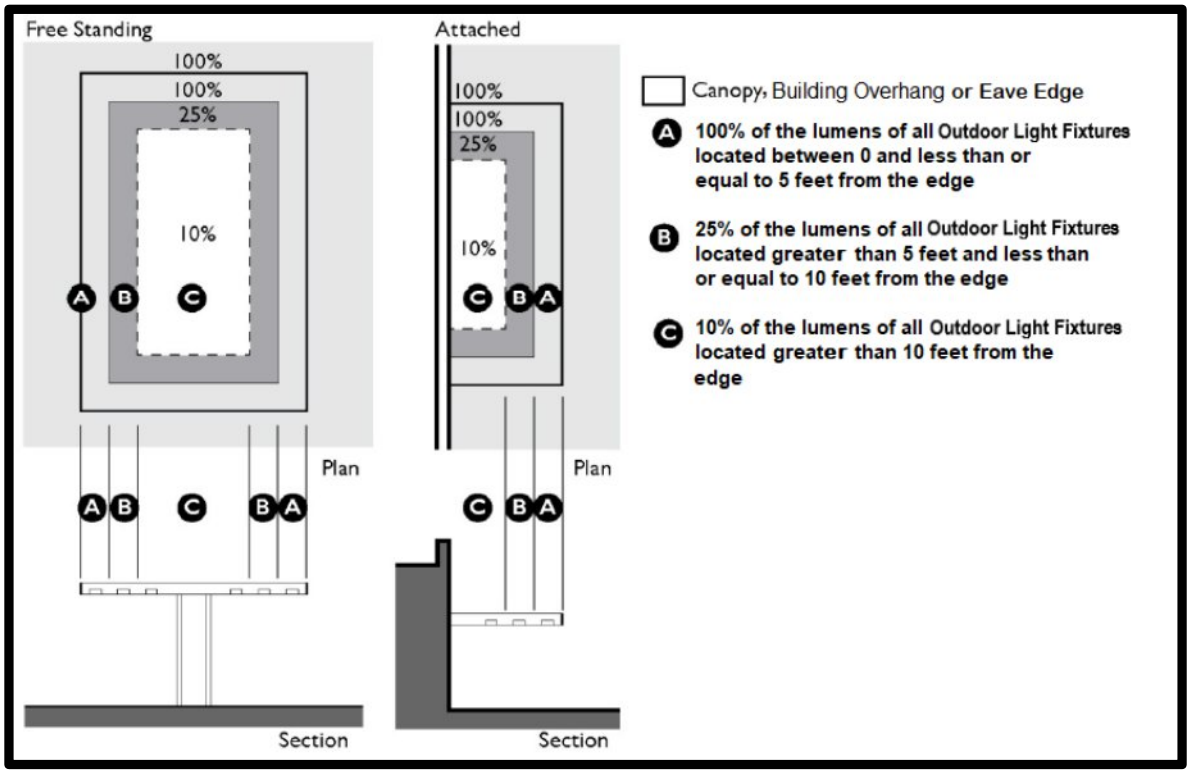



**Figure 10-50.70.060.A**

**Plan and Section Views of a Freestanding and Attached Canopy or Overhang, Showing Fixture Location and Initial Lamp Output Percentage Counted Toward Total Outdoor Light Output**

~~A. Service Station Canopy Lighting.~~

**B. Service Station Canopy Lighting.**

1. **Lighting Class.** Lighting for service station canopies shall be considered Class 1 lighting.

~~2. **Shielding.** All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not permitted.~~

**2. Shielding. All Outdoor Light Fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not allowed.**

~~3. **Total Under-Canopy Output.** The total light output used under service station canopies, defined as the sum of all under-canopy initial lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy in Lighting Zone 2 and 3, and shall not exceed 20 lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).~~

**3. Total Under-Canopy Output. The Total Outdoor Light Output used under service station canopies, defined as the sum of all under-canopy Light Fixtures, shall not exceed 30 Lumens per square foot of canopy in Lighting Zone 2, and shall not exceed 15 Lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).**

~~4. All lighting mounted under the canopy, including but not limited to light fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating such items as the total cost of fuel pumped and price per gallon), shall be included in the total outdoor light output for the site and is subject to the standards of Section 10-50.70.050(C).~~

**4. Total Lumens. All lighting mounted under the canopy, including but not limited to Outdoor Light Fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating such items as the total cost of fuel pumped and price per gallon), shall be included in the Total Outdoor Light Output for the site and is subject Figure 10-50.70.060.A.2.**

~~B. **Outdoor Recreation Facilities.**~~

**C. Outdoor Recreation Facilities.**

~~1. **Lighting Class.** Lighting for field/track/arena areas only shall be considered Class 1.~~

**1. Lighting Class. Lighting for field/track/arena areas only shall be considered Class 1 Lighting.**

~~2. **Lumen Cap Exemption.**~~

2. **Lumen Cap Requirements.**

~~a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the lumens per acre limit set in Section 10-50.70.050(C);~~

**a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the Maximum Total Outdoor Light Output standards set in Table 10-50.70.050.A.;**

~~b. In Lighting Zones 2 and 3, lighting for field/track/arena areas is not subject to the lumens per acre limit set in Section 10-50.70.050(C); and~~

**b. In Lighting Zone 2, lighting for field/track/arena areas is not subject to the Maximum Total Outdoor Light per acre limit set in Table 10-50.70.050.A; and**

~~c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication IESNA RP-06-01.~~

**c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication ANSI/IES RP-6-20, as amended.**

3. **Shielding.** Fixtures used for field/track/arena areas shall be fully shielded.

~~4. **Time Limits.** No illuminated sports facility shall be illuminated after the time limits listed in Table 10-50.70.050.D, Time Limits for Outdoor Lighting, except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.~~

**4. Time Limits. Outdoor sports facilities shall not be illuminated after the time limits listed in Table 10-50.70.060.B, except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.**

| Table 10-50.70.060.B<br>Time Limits for Outdoor Lighting of Sports facilities | | |
|---|---|---|
| | Zone 1 | Zone 2 |
| Time limit when outdoor lights shall be turned off | 9:00 p.m. | 11:00 p.m. |

5. **Certification.** Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in Arizona as conforming to all applicable restrictions of this code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

~~C. **Street Lighting.**~~

**D. Street Lighting.**

~~1. Standards for street lighting installed on public rights-of-way are found in the City *Engineering Standards*, Title 12, Street Lighting.~~

**1. Street lighting installed on public rights-of-way shall be in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure.**

~~2. Street lighting installed on private rights-of-way shall be included within the total outdoor light output for the development.~~

**2. Street lighting installed on private street tracts or easements shall be in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure.**

~~D. **Parking Garages.**~~

**E. Parking Garages.**

1. **Lighting Class.** Lighting installed for general illumination of parking areas within parking garages, where the parking areas are open to the outside, shall be considered Class 2.

~~2. **Inclusion Toward Total Outdoor Light Output.** The lumen output of light fixtures mounted 15 feet or more from the nearest opening to the outdoors and within open parking garages shall not be included~~

~~toward the Total Outdoor Light Output standards in Section 10-50.70.050(C). All light fixtures mounted less than 15 feet from the nearest opening to the outdoors shall comply with the total outdoor light output standards established in Section 10-50.70.050(C).~~

**2. Total Outdoor Light Output. Ten percent (10%) of the Lumen output of Light Fixtures mounted less than 15 feet from the nearest opening to the outdoors of an open parking garage shall be included toward the Total Outdoor Light Output standards established in Table 10-50.70.050.A subject to Figure 10-50.70.060.C. The Lumen output of Light Fixtures mounted 15 feet or more from the nearest opening to the outdoors of an open parking garage shall not be included toward the Total Outdoor Light Output standards in Table 10-50.70.050.A subject to Figure 10-50.70.060.C.**

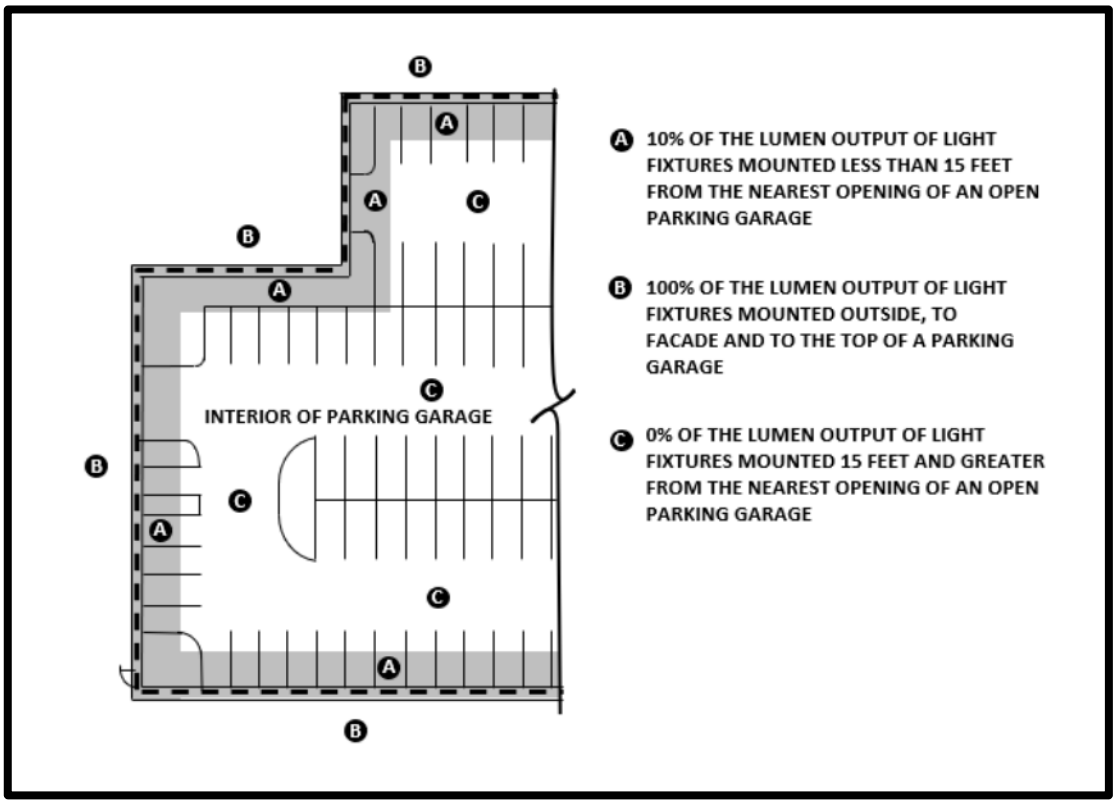



**Figure 10-50.70.060.C**
**Calculation of Total Lumens of the Light Fixtures Located Inside of Parking Garage**

3. **Shielding.** All light fixtures used on or within open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.

~~E. Outdoor Display Lots.~~

**F. Outdoor Display Lots.**

~~1. **Lighting Class.** Outdoor lighting for outdoor display lots shall be considered Class 1 lighting, and shall conform to applicable lumens per net acre limits applied to the entire parcel.~~

**1. Lighting Class. Class 1 Lighting may be used to illuminate outdoor display lots, and shall be included toward the Total Outdoor Light Output standards in Table 10-50.70.050.A.**

~~2. **Lighting Time Limitations.** Outdoor display lot lighting shall conform to the hours of operation as established under Class 1 lighting standards. Any lighting on after the time limitations shall be considered Class 2 lighting and shall conform to all restrictions of this division applicable to this class.~~

**2. Lighting Time Limitations. All Class 1 outdoor display lighting shall be turned off no later than 30 minutes after the close of business. Only lighting meeting Class 2 Lighting standards may be used to illuminate an outdoor display area 30 minutes or later after the close of business.**

3. **Shielding.** All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.

~~F. **Temporary Lighting.** Temporary lighting which does not conform to the provisions of this division may be approved by the Director subject to the approval of an outdoor lighting permit in accordance with the provisions of Section 10-20.40.100, Outdoor Lighting Permits. Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events or construction projects.~~

**G. Temporary Lighting. Temporary lighting which does not conform to the provisions of this division may be approved by the Director subject to the approval of an outdoor lighting permit in accordance with the provisions of Section 10-20.40.100, Outdoor Lighting Permits. Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events, or construction projects.**

## 10-50.70.070 Prohibited Outdoor Lighting

The following types of outdoor lighting are prohibited:

A. Outdoor floodlighting by flood light projection above the horizontal plane.

B. Search lights, flood lights, laser source lights, or any similar high intensity light, except in emergencies by police, fire or medical personnel or at their direction; or for meteorological data gathering purposes.

C. Any lighting device located on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel with intermittent fading, flashing, blinking, rotating or strobe light illumination.

## 10-50.70.080 Exceptions

~~A. **Airport Lighting.** Required navigational lighting systems at airports for the safe and efficient movement of aircraft during flight, take off, landing and taxiing are exempt from the provisions of this division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the lumens per acre limits provided in Section 10-50.70.050(C), although it must conform to all other requirements of this division. All other outdoor lighting at airport facilities shall comply with the provisions of this division.~~

**A. Flagstaff Municipal Airport Lighting. Required navigational lighting systems at public airports for the safe and efficient movement of aircraft during flight, take off, landing, and taxiing are exempt from the provisions of this division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the Lumens per acre limits provided in Table 10-50.70.050.A., although it must conform to all other requirements of this division. All other outdoor lighting at public airport facilities shall comply with the provisions of this division. This provision does not apply to private helipads or landing strips.**

B. **Infrared Security Lighting.** Lights emitting infrared radiation used for remote security surveillance systems are permitted in all zones with the following restrictions:

1. Fixed lights must be fully shielded; and

2. Movable lights, such as spot lights attached to infrared sensitive cameras, must be mounted such that the lights cannot be directed higher than 20 degrees below the horizontal, measured from the center of the light beam.

C. **Emergency Lighting by Emergency Services.** Searchlights, floodlights, laser source lights, strobe or flashing lights, or any similar high intensity lights are permitted when used in emergencies by police, fire, medical, or utility personnel or at their direction.

~~D. **Holiday Decorations.** In all lighting zones low voltage holiday decorations may be unshielded and remain on all night from November 15th to January 15th.~~

**D. Holiday Decorations. In all lighting zones, low Lumen output holiday decorations may be unshielded and remain on all night from November 15th to January 15th.**

E. **Solar-Powered Lighting.** Solar-powered lights of five watts or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards and are excluded from the total lumen calculations for the site.

F. **Construction and Renovation of Municipal Facilities.** All outdoor lighting used for construction or major renovation of municipal buildings, structures and facilities is exempt from the provisions of this division.

## 10-50.70.090 Nonconforming Outdoor Lighting

Section 10-20.60.080, Nonconforming Outdoor Lighting, provides the standards and regulations for nonconforming outdoor lighting.

## 10-50.70.100 Violations and Enforcement

A. It shall be unlawful to install or operate an outdoor light fixture in violation of this division. Any person violating any provisions of this division shall be guilty of a misdemeanor. Each and every day during which the illegal erection, maintenance, and use continues shall be considered a separate offense.

B. The requirements of this division shall be enforced in compliance with the enforcement provisions of Division 10-20.110, Enforcement.

## 10-20.60.040 Residential Exemptions

~~An involuntarily damaged or destroyed nonconforming single-family or multifamily dwelling unit may be reconstructed or replaced with a new structure within the same footprint (including pre-existing nonconforming setbacks), height and number of dwelling units, in compliance with current Building and Fire Code requirements.~~

**An involuntarily damaged or destroyed nonconforming Single-Family or Multiple-Family Development unit may be reconstructed or replaced with a new structure within the same footprint (including pre-existing nonconforming setbacks), height and number of dwelling units, but in compliance with Title 4, Building Regulations; Title 5, Fire Code; and Division 10-50.70, Outdoor Lighting Standards.**

## 10-20.60.080 Nonconforming Outdoor Lighting

A. **General.**

1. If at the effective date of this Zoning Code, or of any extension resulting from annexation to the City, any existing outdoor lighting which is being used in a manner or for a purpose which is otherwise lawful, but does not comply with the provisions of Division 10-50.70, Outdoor Lighting Standards, shall be deemed legal but nonconforming, and shall be allowed to continue provided such fixtures are extinguished between the hours of midnight and sunrise by an automatic shut-off device.

2. No modification or replacement shall be made to a nonconforming outdoor light fixture unless the fixture thereafter conforms to the provisions of Division 10-50.70, Outdoor Lighting Standards.

3. Whenever a nonconforming use, structure or lot is abandoned for a period of 180 consecutive days and then changed to a new use according to the requirements of Section 10-20.60.030, Restrictions on Nonconforming Uses and Structures, then any existing outdoor lighting shall be reviewed and brought into compliance as necessary for the entire building, structure or premises.

**10-50.100.050.C.2. Internally Illuminated Sign Standards**

(2) **Lighting Zones 2 ~~and 3~~.** The sign face(s) shall be either composed of illuminated text and symbols against an opaque background (as in subsection (C)(2)(a)(1) of this section), or with generally lighter text and symbols against a colored (not white, off-white, light gray, cream, or yellow) background. Text and symbols may be white, off-white, light gray, cream, or yellow. (See Figure 10-50.100.050I.)

### 10-80.20.060 Definitions, “F”

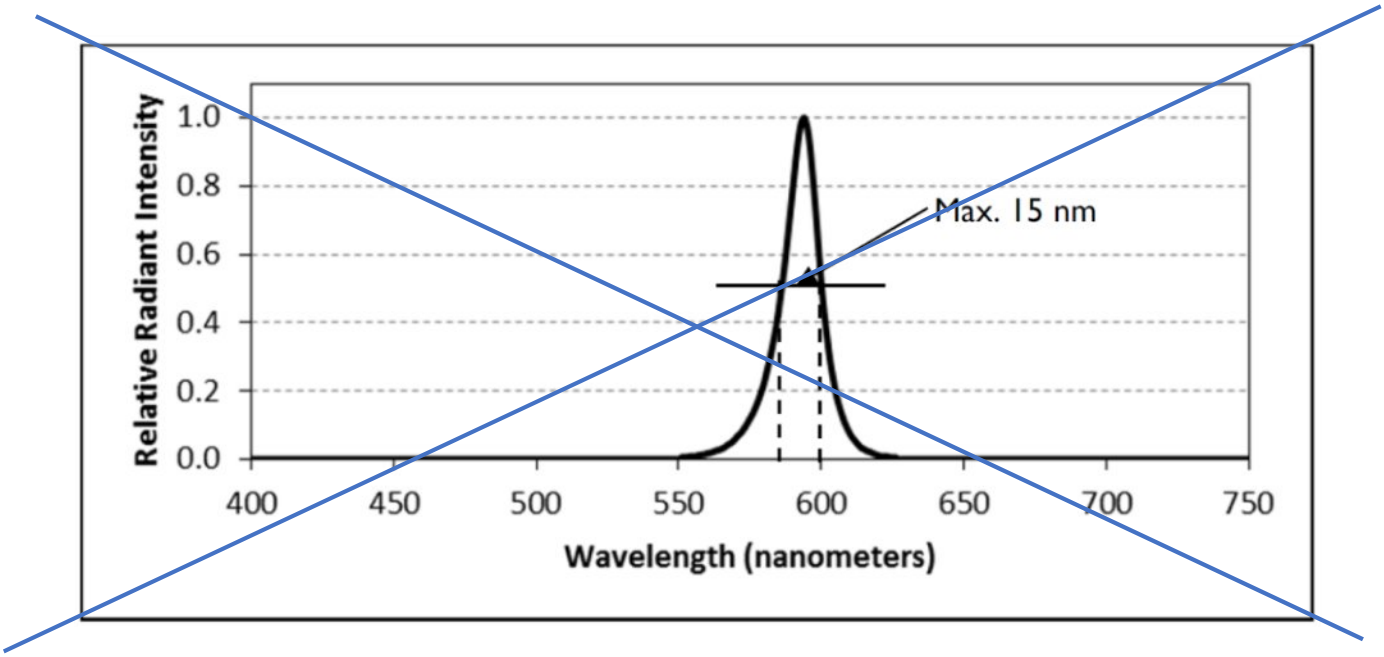
~~Fully Shielded Light Fixture: **See “Light Fixture, Fully Shielded.”**~~

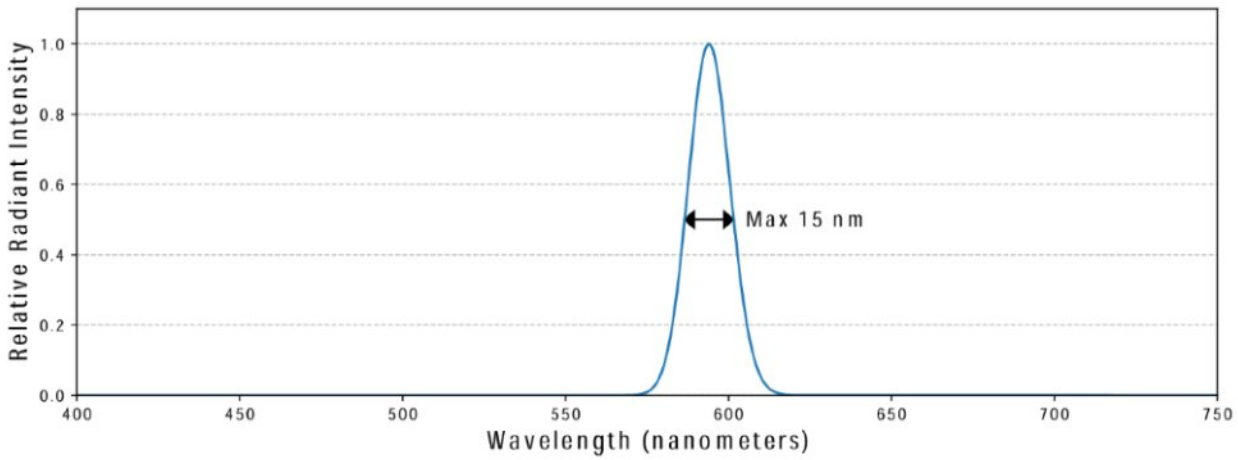
**Fully Shielded Light Fixture: See “Fixture, Fully Shielded.”**

### 10-80.20.120 Definitions, “L”

~~**LED, Narrow-Spectrum Amber:** A light-emitting diode (LED) with a spectrum similar to that shown in the graph below, and with a peak wavelength between 585 and 595 nanometers and a full width at 50 percent power no greater than 15 nanometers.~~

**LED, Narrow-Spectrum Amber: A light-emitting diode (LED) with a peak wavelength between 589 and 595 nanometers and a full width at 50 percent power no greater than 15 nanometers.**






~~Light Fixture: **See "Light Fixture, Outdoor."**~~

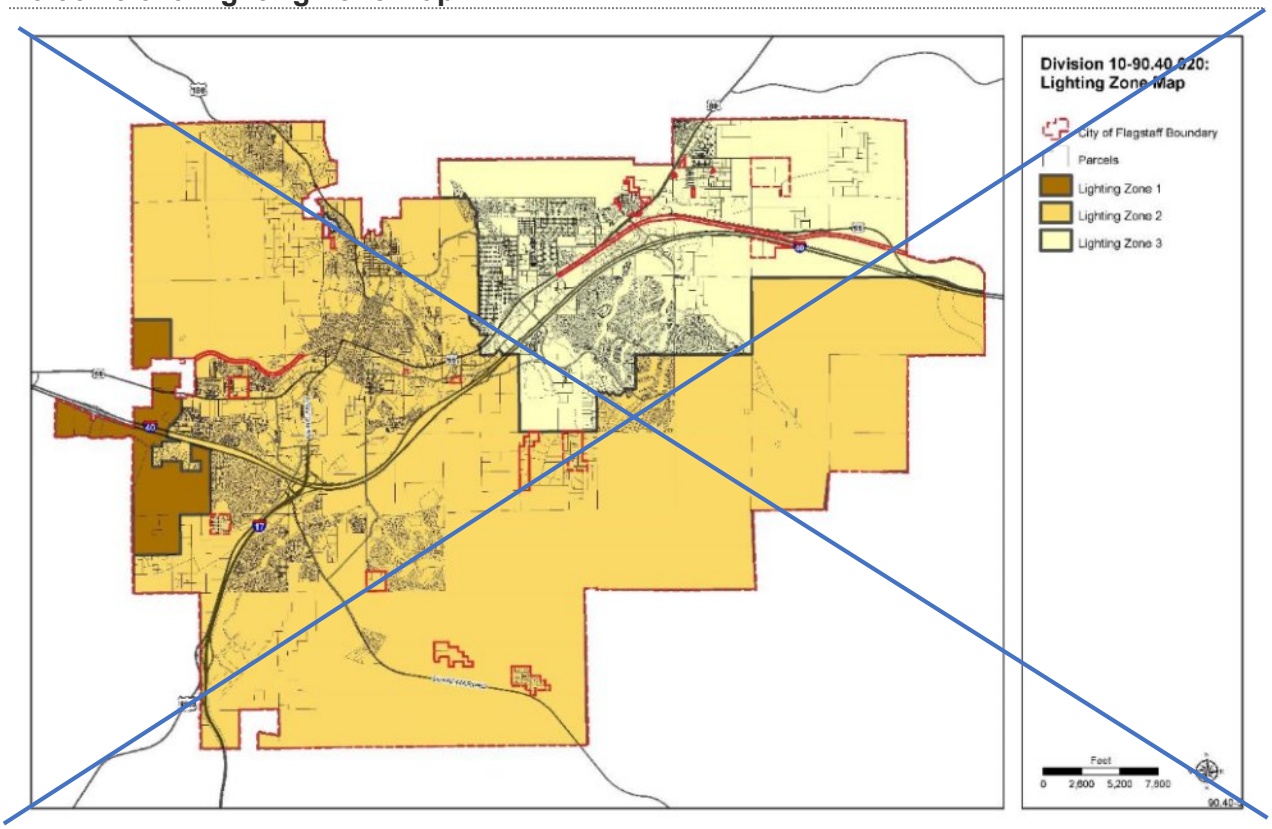
## 10-80.20.150 Definitions, "O"

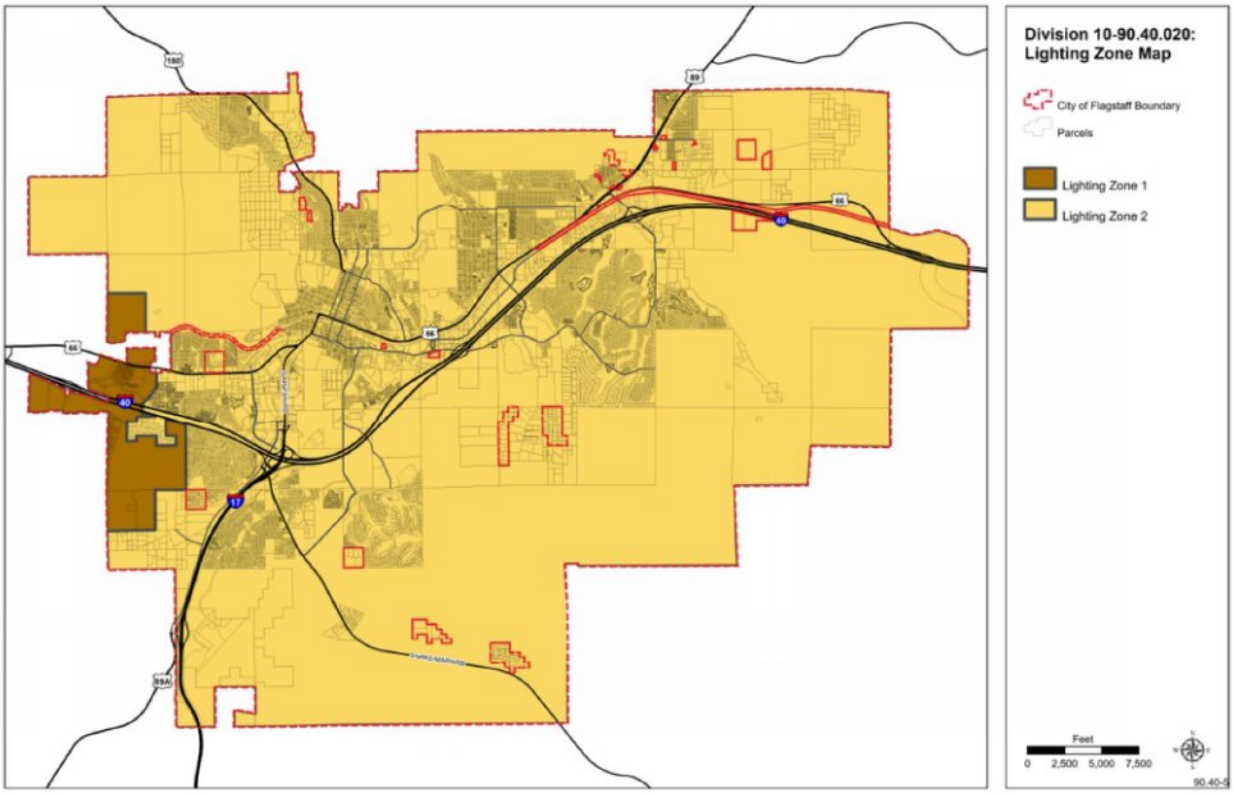
~~**Outdoor Light Output, Total:** The maximum total amount of light, measured in lumens, from all outdoor light fixtures. Includes all lights and luminous tubing used outdoors or in areas open to the outdoors, and lights used for external illumination of signs, but does not include lights used inside of internally illuminated signs or luminous tubing used in neon signs. For luminous tubes used outside of signage, output is calculated per linear foot of tubing rather than per lamp. For lamp types that vary in their output as they age (such as high pressure sodium, metal halide and fluorescent), the initial output, as defined by the lamp manufacturer, is the value to be considered.~~

**Outdoor Light Output, Total: The maximum total amount of light, measured in Lumens, from all Outdoor Light Fixtures. Includes all outdoor lights and luminous tubing used in areas open to the outdoors, and lights used for external illumination of signs, but does not include lights used inside of internally illuminated signs, luminous tubing used in neon signs, and street and pedestrian lighting installed on public rights-of-ways or private street tracts in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure. The total Lumens of each Outdoor Light Fixture used to calculate the Total Outdoor Light Output is:**

**(1) The total initial Lumen output listed by the manufacturer of an integral solid-state LED Outdoor Light Fixture;**
**(2) The initial Lumen output for all outdoor luminous tubes (e.g., neon and fluorescent tubes and rods) calculated per linear foot;**
**(3) The initial Lumen output (i.e., bulb lumens) listed by the manufacturer of all replaceable Edison Socket, or other screw-in, plug in, etc., LED bulbs used in an Outdoor Light Fixture multiplied by 0.70.; and**
**(4) The initial Lumen output (i.e., bulb lumens) of all other outdoor bulb light sources (i.e., non-LED) included as part of an Outdoor Light Fixture multiplied by 0.70.**

## 10-90.40.020 Lighting Zone Map




Division 10-90.40.020:
Lighting Zone Map
City of Flagstaff Boundary
Parcels
Lighting Zone 1
Lighting Zone 2
Feet
0 2,500 5,000 7,500

**ORDINANCE NO. 2022-27**

**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-19-00248 UPDATES TO ZONING CODE–OUTDOOR LIGHTING 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 outdoor lighting standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 28, 2022, 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 October 12, 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-19-00248 Updates to Zoning Code – Outdoor Lighting 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. 2022-51.

**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-19-00248 Updates to Zoning Code – Outdoor Lighting 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. 2022-51 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 15th day of November, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

# OUTDOOR LIGHTING
# ZONING CODE TEXT AMENDMENT
# PUBLIC PARTICIPATION PLAN

## I. PURPOSE

The primary purpose of this Zoning Code Text Amendment is to update the Outdoor Lighting Zoning Code, related development standards and other related modifications to address the Joint Land Use Study (JLUS) implementation strategies, 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.

## II. WORK GROUP

The primary purpose of this the work group is to review the draft amendment to verify that it addresses JLUS study prior to beginning public outreach. The workgroup is anticipated to include the following persons:

Dan Symer
Tiffany Antol
Genevieve Pearthree
Christina Rubalcava
Dan Folke
Reggie Eccleston
Mark Stento
Mary Beth Dreusike
Frederick Vrba
Stephen Williams
Christian Luginbuhl
Jeffrey C. Hall

## III. PUBLIC OUTREACH

After the work group finalized a draft of the Outdoor Lighting Standards amendment. Staff completed the following efforts to reach out for public input on the proposed amendment prior to scheduling work sessions or public hearings:

- Direct contact with known electrical and lighting contractors was made via email to solicit feedback on the proposed amendment.
- Notice about the proposed amendment was added to all water bills during the month of July.
- Staff had an article about the proposed amendment published in the Flagstaff Business News July 2022 edition.
- A direct mailing to all commercial property owners in Lighting Zone III (approximately 600 owners) with notice of the proposed amendment and invitation to an Open House to discuss the amendment.
- Staff held an Open House meeting on August 4, 2022, 5:30 p.m. at the Flagstaff Public Library (Downtown) to discuss the amendment. One member of the public attended the open house.

## IV. 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. Also, a work session with the City Council will be held at least 14 days prior to the City Council's public hearing on the proposed Zoning Code Text Amendments.

City Council Work Session – September 27, 2022, 3:00 p.m.

Planning and Zoning Commission Work Session - September 28, 2022, 4:00 p.m.

Planning and Zoning Public Hearing – October 12, 2022, 4:00 p.m.

City Council Public Hearing – November 1, 2022, and November 15, 2022, 3:00 p.m.

## V. Methodology of Public Notice

Notification to public will be provided in several methods. These will include:

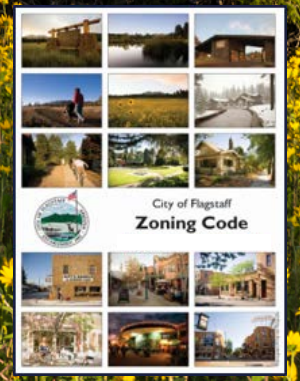
- First class mail notices will be sent to all on the interested parties/notification list on file with the Planning and Development Services a minimum of 15 days prior to any neighborhood meeting and public hearings.
- Eighth-page ads in the Arizona Daily Sun will be published at least 15 days prior to any required work sessions and public hearings.
- Email notices to regular of the work sessions and public hearing will be provided to contractors, electrical engineers and lighting designers that submit regularly to the City.
- Notifications on the Zoning Code Amendment webpage will be provided.
- 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.

# Amendment to Zoning Code Division 10-50.070 Outdoor Lighting Standards

## PZ-19-00248

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



# Outdoor Lighting Standards

## City's Proposed Zoning Code Text Amendment

**Amend the Zoning Code in accordance with the Joint Land Use Study (JLUS) to:**

- **Extend Lighting Zone 2 in Flagstaff to cover all of existing Lighting Zone 3**
- **Modernize measurement of absolute lumens for LEDs**
- **Revise residential average use standard**
- **Update design standards to encourage overhang or canopy mounting for outdoor lighting in Lighting Zone 1**

# Outdoor Lighting 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.**

# Outdoor Lighting Standards

***The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.***

- The Regional Plan specifically supports the preservation of dark skies in Flagstaff.
- Dark skies have been a priority for Flagstaff for over three decades.
- This code amendment reflects recent planning efforts to preserve astronomical facilities in the Flagstaff region.

# Outdoor Lighting Standards

***The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.***

- The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

# Outdoor Lighting Standards

***The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.***

- The proposed amendment revises the entire Outdoor Lighting Standards Division of the Zoning Code.
- In addition, definitions associated maps, signage, and legal nonconforming standards have ben updated to coordinate with the rewrite of this division.
- All these changes in combination maintain the internal consistency of the Zoning Code.

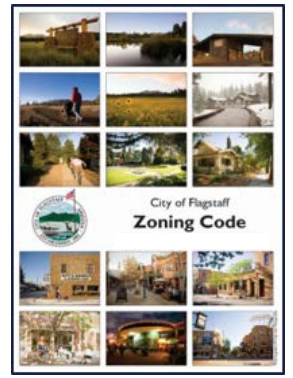
# Outdoor Lighting Standards

## Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of the Zoning Code Text Amendment.

# Outdoor Lighting Standards

## Questions, Comments, and Suggestions



# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Jeremy DeGeyter, Project Manager |
| **Co-Submitter:** | Trevor Henry |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Approval of Contract:** Approve the Professional Engineering Services Contract with Burgess & Niple, Inc. in the amount of $716,401.00 for the Butler-Fourth Improvements Project.

**STAFF RECOMMENDED ACTION:**

1. Approve the Professional Engineering Services Contract with Burgess & Niple, Inc. in the amount of $716,401.00 for the Butler-Fourth Improvements Project with a contract duration of 300 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

An award of the Professional Engineering Services Contract to Burgess & Niple, Inc. will authorize preliminary project design to 30% and allow public outreach and engagement effort to begin. Phase B (30% to Final Design) contract modification will be awarded upon completion of public outreach and 30% design.

The Butler-Fourth Improvements Project (Butler Avenue Widening) is a combined project formerly identified as the Butler Avenue Widening and Butler-4th Intersection Reconstruction projects.

The project is in the vicinity of Butler Avenue and Fourth Street in Flagstaff, Arizona, and can be generally described as a roadway, stormwater, and utility improvements project. In general, the project consists of widening present-day Butler Avenue from Little America to Sinagua Heights Subdivision and widening present-day Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue. The project is funded by the City of Flagstaff Transportation Tax, Proposition 403 (“old tax”), which was approved by voters in May 2000 and Proposition 419 (“new tax”), which was approved by voters in November 2018. Extensive public outreach and stakeholder engagement is expected during this initial preliminary project design to 30%.

Several intersections, new and existing, will be impacted along Butler Avenue. The Herold Ranch Road intersection will be re-aligned and converted to a roundabout. It will be assessed whether the Butler Avenue and Fourth Street intersection may be a roundabout vs a signalized intersection. The intersection will be raised to reduce flooding impacts from Spruce Avenue Wash. The Peak Point intersection (not yet built) will also be impacted. Acquisition of new Right-of-Way is expected.

The project will include ITS (Fiber Optic Conduit) facilities and enhanced bicycle and pedestrian treatments, including a possible separated pedestrian crossing at the Butler Avenue and Fourth Street

intersection.

Finally, this project will likely have several utility relocations, possible pipe upsizing, and significant stormwater infrastructure improvements. This project will be delivered through the Construction Manager At Risk (CMAR) project delivery process.

The total project cost is currently estimated at $16 million. The approved budget for FY 23 is $6,638,342.00 from the Transportation Tax- Roadway, Pedestrian, Bicycle and Safety Improvements –Street Widening- Butler-Fourth Improvements appropriations. Future years provide $9,556,622 in additional funding for total appropriations of $16,214,076. Project funding also includes in lieu cash contributions for edge improvements or water system upgrades from private developments along this corridor.

**Financial Impact:**

This Professional Engineering Services Contract will be funded by Transportation Tax- Roadway, Pedestrian, Bicycle and Safety Improvements –Street Widening- Butler-Fourth Improvements fund from the authorized FY 23 budget of $6,638,342.00, Acct #048-10-118-3047-6.

**Policy Impact:**

N/A

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

**Priority Based Budget Key Community Priorities and Objectives**

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

**Carbon Neutrality Plan**

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

**Regional Plan**

- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.
- Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

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

On March 29, 2022, this project was presented for discussion at a Council Work Session Meeting. The project scope and approach were discussed, public comment received, and direction provided to move forward with advertisement for project design.

**Background/History:**

Purchasing staff issued a Request for Statement of Qualifications (RSOQ) solicitation for engineering professional services, and it was published in the Arizona Daily Sun on May 29 and June 5, 2022. Purchasing posted the RSOQ on PlanetBids, the City of Flagstaff's Bidding platform, on May 20, 2022, and closed the invitation on June 20, 2022. The City received three Statements of Qualifications from engineering consultant firms. A seven-member Selection Committee consisted of City staff and one local contractor reviewed and evaluated the statements. Based upon the numerical scoring of the SOQs, the Selection Committee recommended negotiation of a scope and fee proposal with Burgess & Niple, Inc. Final scores of all firms are as follows:

| | |
|---|---|
| Burgess & Niple, Inc | 648 |
| Shephard-Wesnitzer, Inc | 631 |
| The WLB Group, Inc | 539 |

Burgess & Niple, Inc. is highly qualified to deliver the design for the project and demonstrated the knowledge and experience to perform the public engagement, while also considering alternative design/evaluation metrics.

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**Attachments:** Professional Engineering Services Contract
Exhibit A - Scope and Fees
Project Location Map
Presentation

**PROFESSIONAL SERVICES CONTRACT**
**Contract No.: 2022-127**

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Burgess & Niple, Inc., an Arizona Corporation ("Firm").

WHEREAS, the City desires to receive and Firm is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Firm (the "parties") agree as follows:

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

**PROFESSIONAL ENGINEERING DESIGN SERVICES**
**Butler-Fourth Improvements Project**

and as more specifically described in the scope of work attached hereto as ***Exhibit A.***

2. Schedule of Services: Firm shall perform all work per the schedule set forth in ***Exhibit A.***

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A.***

4. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), and contact information are designated in ***Exhibit A.*** Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Jeremy DeGeyter, Project Manager or his designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.

6. City Cooperation: The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.

8. Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

9. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as ***Exhibit B.***

PAYMENT

10. Compensation: Firm shall be paid not to exceed **$716,401.00** for satisfactory performance of the services in accordance with the Scope of Work identified in ***Exhibit A.***

11. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

12. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.

13. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.

14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

15. Insurance: Firm shall meet insurance requirements of the City, as set forth in ***Exhibit C.***

MISCELLANEOUS

16. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Emily Markel
Procurement Specialist
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:

Jason Pagnard, PE
Vice President
Burgess & Niple, Inc.
1500 North Priest Drive, Suite 102
Tempe, AZ 85281
jason.pagnard@burgessniple.com

With a copy to:
Jeremy DeGeyter
Project Manager
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
jdegeyter@flagstaffaz.gov

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

FIRM

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

**EXHIBIT A**

**SCOPE OF WORK**

(See attached)

# EXHIBIT B

## STANDARD TERMS AND CONDITIONS

(Last Updated October 18, 2022)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

## IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

## MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

**20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

**21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

**22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

**23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

**24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

**25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

**SERVICES**

**26. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

**27. CONTROL:** Contractor shall be responsible for the control of the work.

**28. WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

**29. SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

**30. QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

**31. ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

**32. WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

**INSPECTION, RECORDS, ADMINISTRATION**

**33. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

**34. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

**35. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

**36. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

**INDEMNIFICATION**

**37. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

**38. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

## CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

**46. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

## EMPLOYEES AND SUBCONTRACTORS

**47. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

**48. NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

***49.*** **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

***50.*** **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

## DEFAULT AND TERMINATION

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

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

**52. CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

**53. CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

**54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

**55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

**56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

**57. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

**58. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

**59. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

**MISCELLANEOUS**

**60. COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

**61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

**62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

**63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

**64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.

**65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

**66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

**67. FORCE MAJUERE:**

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

70. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the County with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

**EXHIBIT C**

**CITY OF FLAGSTAFF**

# STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

**1. IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

**2. REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

**3. MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products/Completed Operations | $1,000,000 |
| Each Occurrence | $1,000,000 |

b. Umbrella Coverage $2,000,000

c. Automobile Liability

| | |
|---|---|
| Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage | $1,000,000 |

d. Workers' Compensation and Employer's Liability

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employer's Liability: Each Accident | $1,000,000 |
| Disease - Each Employee | $1,000,000 |
| Disease - Policy Limit | $1,000,000 |

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

| | |
|---|---|
| Per claim | $2,000,000 |
| Annual Aggregate | $2,000,000 |

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

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

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

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

**7. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

**8. ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

**9. CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

**10. POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

**11. MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**BURGESS & NIPLE**

2201 N. Gemini Drive Box#23 | Suite #116 | Flagstaff, AZ 86001 | 928. 395.1988

Mr. Jeremy DeGeyter
Senior Lead Project Manager
City of Flagstaff, Engineering & Capital Improvements
211 W Aspen Ave
Flagstaff, AZ 86001

Re: Butler-Fourth Improvements
Phase A Cost Proposal

October 6, 2022

Dear Mr. DeGeyter:

Burgess & Niple is pleased to submit the attached proposal for Phase A: Outreach/Scoping to 30% Design of the Butler-Fourth Improvements Project.

The fee is based on time and materials, not to exceed $716,401. The fee derivation is attached.

Please do not hesitate to contact us with any questions. We look forward to partnering with The City of Flagstaff to deliver this important project to the community.

Respectfully,

Jason Pagnard, PE
Vice President
Jason.Pagnard@burgessniple.com

Nick Hall, PE, RSP
Project Manager
Nick.Hall@burgessniple.com

# SCOPE OF WORK

City of Flagstaff Butler-Fourth Improvements

RSOQ Number 2022-127

Phase A: Outreach/Scoping to 30% Design

## Project Understanding

### Project Overview

The City of Flagstaff (City) has requested professional engineering services from Burgess & Niple. (B&N) to design improvements for the Butler-Fourth Project (Project). This contract develops the Project through 30% plans and includes design and outreach efforts. A contract modification will include the services to develop the Project from 30% through construction documents.

B&N will prepare a concept for the ultimate configuration and identify right-of-way needs. B&N will coordinate with the City to select the design concept. The 30% submittal deliverables will include plans; estimate; and traffic, geotechnical, and preliminary drainage reports for the selected design concept.

It is anticipated that the total design fee of both phases (Phase A & B) will be approximately $1.6 million. This understanding is based on the Phase A scope of work, the Phase B Inclusions, and Project Exclusions outlined herein.

The scope of work necessary to complete Phase A is stated herein and in the following attachments to be performed by subconsultants:

- ***Attachment A*** – Survey services performed by Northland Exploration Surveys, Inc.
- ***Attachment B*** – Design services and alternative development support performed by Peak Engineering, Inc.
- ***Attachment C*** – Utility location services performed by Adams Trenching Inc.
- ***Attachment D*** – Drainage services and alternative development support performed by JE Fuller / Hydrology & Geomorphology, Inc.
- ***Attachment E*** – Geotechnical investigation services performed by Ninyo & Moore
- ***Attachment F*** – Environmental services performed by Logan Simpson

### Project Location

The Project is located along Butler Avenue, from the Interstate 40 (I-40) traffic interchange (TI) to the intersection of Butler Avenue and Sinagua Heights Drive, in the south-central area of the City. The Project is approximately one mile in length. Connections to Fourth Street north and south of Butler Avenue will be required. The existing Herold Ranch Road will be realigned to a new roundabout along Butler Avenue.

### Project Background

The Project will provide needed improvements to the Flagstaff transportation network by eliminating bottlenecks within the road network and closing infrastructure gaps for pedestrians and cyclists. The Project will also address congestion related to the driveway configurations of the businesses along

Butler by employing access management techniques. In addition to building consensus within the City and garnering public support, the Project team will coordinate with key stakeholders including Arizona Department of Transportation (ADOT), Northern Arizona Intergovernmental Public Transit Authority (NAIPTA), Flagstaff Unified School District (FUSD), Arizona State Land Department (ASLD), developers, and businesses including Little America.

### Preliminary Milestone Schedule

| | Description | Date |
|---|---|---|
| Phase A | Notice to Proceed* | 11/01/22 |
| | Initial Alternative Workshop | 12/1/22 |
| | Survey Complete | 12/12/22 |
| | Submit Initial Traffic Report | 1/6/23 |
| | Screening Meeting and Selection of Conceptual Alternatives | 1/12/23 |
| | Submit Draft Traffic Report and Evaluation Matrix | 2/13/23 |
| | Meeting to review Evaluation Matrix | 2/21/23 |
| | Finalize Outreach Plan and Documents | 2/24/23 |
| | Conclude Outreach; Conduct Outreach Review Meeting | 4/7/23 |
| | Present to Council, Select Preferred Alternative | 4/18/23 |
| | Submit Draft 30% PS&E and Final Traffic Report | 6/16/23 |
| | Complete City 30% Review | 6/30/23 |
| | Submit Final 30% PS&E for CMAR RSOQ | 7/28/23 |
| Phase B* | Submit 60% PS&E, Final Traffic & Drainage Reports to City<br>Submit CLOMR to FEMA<br>Submit 404 Permit Application to USACE | 10/6/23 |
| | Complete City & CMAR 60% Review | 10/20/23 |
| | Submit Legal Descriptions & Exhibits for ROW Acquisition | 11/3/23 |
| | Submit 90% PS&E | 1/12/24 |
| | Complete City & CMAR 90% Review | 1/26/24 |
| | Submit 100% Sealed PS&E & ADOT Encroachment Permit | 2/23/24 |

*Tentative

# Project Scope of Work

### Task 100: Project Management

a. **Project Initiation**: B&N will initiate the Project upon notice to proceed (NTP). This includes setting up the Project within B&N management systems and holding an internal kickoff meeting with key staff.

b. **Kickoff Meeting**: B&N will work with the City Project Manager (PM) to schedule a project kick-off meeting (KOM) following NTP. B&N will be responsible for preparing the KOM agenda, sign-in sheet, attending and facilitating the KOM, and submitting meeting notes to the City Project PM. The KOM will take place in person with a virtual hybrid option. The meeting is anticipated to last approximately two hours and will include City staff and B&N's design team. B&N will send a meeting agenda to the City PM a minimum of one week prior to the meeting date for distribution. B&N will prepare a sign-in sheet and mark attendees present

at the KOM. This attendance list will be sent to the City with the meeting notes. B&N will prepare and send meeting notes to the City PM within five business days of the meeting occurrence for review.

c. **Progress Meetings**: B&N will prepare for and conduct project Progress Meetings, which include comment resolution meetings, for the duration of the design portion of the Project. Project Progress Meetings will take place approximately every week up to the commencement of 30% design beginning one week after the KOM. Once 30% design begins, Project Progress Meetings will reduce in frequency to approximately every other week for the remaining duration of the Project. An estimated thirty-two meetings, held in-person and virtually, are anticipated. Each meeting will last approximately one hour. B&N will have three representatives in attendance at each meeting. B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the City PM within five business days of the meeting occurrence for review.
d. **Field KOM**: B&N will prepare for and conduct a field KOM with the project team and City PM. This meeting will last approximately two hours. B&N will have up to four representatives (e.g. Project Manager, Roadway Lead, Traffic Lead) in attendance at the meeting. The field KOM will identify improvements for intersections, sidewalks, drives, and curb ramps.
e. **Project Administration**: B&N will administer and coordinate the work of design team members and interface with the City project team. Project administration encompasses the day-to-day operations of the Project, including organizing and filing project data and communication files, responding to project correspondence including emails, preparation and submittal of monthly invoices and "Design and Progress Reports" to the City, and schedule monitoring. B&N will prepare a project schedule which describes the interrelated tasks to be completed for the Project's proposed improvements, including all major milestone submittals. B&N will update the project schedule regularly over the course of the Project's design duration. B&N will establish a CADD workspace and standards and distribute to the appropriate subconsultants.
f. **Deliverables**:
    - Meeting materials, including agenda and summaries
    - Monthly invoices
    - Project schedule

## Task 200: Land Survey

a. **Land Survey**: Subconsultant will perform necessary land survey activities and tasks (***Attachment A***). B&N will coordinate with subconsultant for survey needs and review the survey data.
b. **Deliverables**:
    - Survey topographic base map, boundary survey base map, and related files (***Attachment A***)

## Task 300: Project Coordination

a. **Developer/Landowner Coordination:** B&N will coordinate with the developers and adjacent landowners, including Little America, Canyon Del Rio, and Black Bart's, to align City-built improvements with developer-built improvements. Coordination activities may include formal meetings, phone and email conversations, and electronic transfer of design information. For formal meetings, B&N will prepare meeting agendas. B&N will provide meeting summaries

via email to the City PM. A budget of 40 hours has been included for these efforts. B&N activities include:

- Develop entity specific exhibits to solicit meaningful input
- Coordinate, participate in, and document meetings
- Document and participate in phone and email conversations
- Participate in follow-up conversations
- Participate in and facilitate comment resolution between Project Team and Private Parties
- Discuss private parties' input with City Staff based and resolve

b. **ADOT Coordination**: B&N will coordinate with ADOT during alternative development and design. Coordination activities may include meetings, phone and email conversations, and electronic transfer of design information. For formal meetings, B&N will prepare meeting agendas. A budget of 8 hours has been included for these efforts. It is anticipated that ADOT will participate in other project stakeholder meetings outside of this task.

c. **ASLD Coordination:** B&N will coordinate with ASLD during alternative development and design. Coordination activities will take place during formal meetings. An estimated two meetings, held virtually, are anticipated. B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the City PM. A budget of 20 hours has been included for these efforts.

d. **NAIPTA Coordination**: B&N will coordinate with NAIPTA (Mountain Line) during alternative development and final design. Coordination activities may include formal meetings, phone and email conversations, and electronic transfer of design information. For formal meetings, B&N will prepare meeting agendas. B&N will provide meeting summaries via email to the City PM. A budget of 16 hours has been included for these efforts.

e. **Public Outreach**: Two Public Town Halls are anticipated to occur during the Project. A budget of 82 B&N staff hours have been included for these efforts. It is anticipated that the PM and a maximum of three additional B&N staff members will attend both Town Halls. The City will advertise, reserve, and pay for required facility rentals and provide staff to take attendance. Potential B&N activities include:

- Develop and produce exhibits;
- Review meeting materials prepared by the City;
- Attend and lead public meetings; and
- Comment documentation by B&N staff and submit in an electronic file format to the City.

f. **Commission Meetings**: Six City Commission meetings are anticipated to occur during the Project. A budget of 48 B&N staff hours have been included to prepare for and attend.

g. **Council Meetings**: Two City Council meetings are anticipated to occur during the Project. A budget of 24 hours has been included to prepare for and attend.

h. **Deliverables**:

- Exhibits
- Meeting materials, including agenda and summaries
- Public outreach materials
- Comment log and resolution documentation

## Task 400: Utilities

a. **Data Acquisition:** B&N will obtain utility maps from utility providers.
b. **Utility Base Map:** Subconsultant will develop a utilities base map (***Attachment B***). Data will be obtained from the utility providers, survey and site visits. The base map will be SUE quality level C. It will be updated with SUE quality level A data developed with the utility potholing effort (see below).
c. **Utility Coordination:**
    - B&N will conduct a maximum of two utility coordination meetings. For each utility meeting, all utility owners having facilities present within the project limits will be invited and encouraged to share comments. B&N will conduct up to three one-on-one meetings with utility owners. B&N will prepare necessary exhibits, agenda, sign-in, and meeting summaries for all meetings.
    - B&N will provide the utility providers with preliminary and 30% plans for conflict review.
    - B&N will prepare an initial utility conflicts matrix.
    - B&N will identify utility pothole locations.
d. **Relocation Review:** B&N will perform review of submitted relocation plans from private utilities within the Project limits to ensure adequate cover and offsets are achieved.
e. **Utility Potholing**: Subconsultant will perform utility potholing activities and tasks (***Attachment C***).
f. **Deliverables:**
    - Utility base map (***Attachment B***)
    - Initial utility conflicts identification

## Task 500: Reports

a. **Drainage Report:** Subconsultant will provide drainage services (***Attachment D***). B&N will review the drainage data and coordinate with subconsultant for drainage needs.
b. **Geotechnical Report:** Subconsultant will provide geotechnical services (***Attachment E***). B&N will incorporate the pavement design data provided. B&N will review the geotechnical data and coordinate with subconsultant for geotechnical needs.
c. **Cultural Resources Report:** Subconsultant will provide cultural clearance services (***Attachment F***). B&N will review the cultural resources data and coordinate with the project team for design considerations.
d. **Traffic Report** B&N will prepare a Traffic Report. B&N will perform the following activities for the traffic evaluation and design and document the process in the final deliverable:
    - **Initial Traffic Report**
        - **Data Preparation** - Traffic volumes will be determined based on available count data provided by the City. The City will provide turning movement counts at five locations within the project limits. Traffic analysis will also utilize the MetroPlan 2050 travel demand model for determination of future year traffic volumes and for development of performance metrics for multimodal analysis, including regional vehicle miles traveled (VMT).
        - **Initial Alternatives Analysis** – B&N will evaluative the Initial Alternatives identified in coordination with the City during the Initial Concept Workshop. A maximum of six Initial Alternatives and the no-build condition will be evaluated and documented in the Initial Traffic Report. Scenarios changing access points, thus trip distribution and turning movement volumes, are

considered an alternative. The alternatives will be evaluated for traffic operations feasibility. The traffic operations analysis will consider:

- Existing and future year (2050) capacity analysis will be performed using Synchro to generate measures of performance including intersection delay and LOS by movement, approach and overall intersection will be reported using the HCS methods.
- Existing and future year VMT analysis, estimates of greenhouse gas emissions, and travel demand derivations of bicycle corridor utilization will be detailed utilizing the MetroPlan 2050 model.
- Intersection geometry, including storage length calculations and number of turn bays, will be developed to inform exhibit creation. B&N will conduct traffic signal warrant analyses to identify and evaluate the need to signalize intersections. Roundabout analysis will be conducted in Vissim.
- Crash data review: the five-year crash history will be collected from ADOT's ACIS database. A preliminary review will be conducted to identify crash trends and compare to statewide averages to inform alternative development. Crash summaries will be compared to the state-wide averages using analysis methodologies provided in the Highway Safety Manual.

  - The Initial Traffic Report will be submitted to the City a minimum of one week prior to the selection of the Conceptual Alternatives, scheduled to take place at the Screening Meeting.

- Draft Traffic Report - The Draft Traffic Report will build upon the Initial Traffic Report. B&N will update the report per comments received from the City on the Initial Traffic Report. B&N will evaluative the Conceptual Alternatives identified in coordination with the City during the Screening Meeting. A maximum of three Conceptual Alternatives and the no-build condition will be evaluated and documented in the Draft Traffic Report. The traffic operations analysis will consider the same metrics used to evaluate the Initial Alternatives.

  B&N will conduct additional analysis to evaluate the Conceptual Alternatives including:

  - Safety analysis of the alternatives' vehicular, bicycle, and pedestrian modes. Analysis will leverage methods from the Highway Safety Manual (HSM) and may include use of the Interactive Highway Safety Design Model (IHSDM) and countermeasures from crash modification factor (CMF) clearinghouse to provide quantitative safety analysis. Where exact-fit equations or methods are not available, engineering judgement will be applied to explore trade-offs between alternatives. Analysis will be conducted for no-build and Conceptual Alternatives to demonstrate safety performance is maintained or improved. B&N will recommend countermeasures to enhance safety based on anticipated facility performance. Pending approval by FHWA, B&N will utilize a newly developed evaluation format to assess alignment with the safe systems approach.
  - The Draft Traffic Report will be submitted to the City a minimum of one week prior to the meeting to review the Evaluation Matrix, scheduled to take place during the development of the Public Outreach Plan and documents for presenting.

e. **Deliverables:**
   - Drainage Report and calculations (***Attachment D***)
   - Geotechnical Report and field data (***Attachment E***)
   - Cultural Resources Report (***Attachment F***)
   - Draft Traffic Report and calculations

## Task 600: Right-of-Way

a. **Right-of-Way Needs Identification:** Right-of-way acquisitions are anticipated. The City will perform necessary activities for right-of-way acquisitions, except as follows.
   - B&N will identify initial proposed right-of-way needs in CADD.
   - B&N will coordinate with the City PM.

b. **Deliverables**:
   - CADD file identifying initial right-of-way needs

## Task 700: Plans, Specifications, and Estimate

a. **Development of Alternatives**
   i. **Initial Alternatives Workshop** – B&N will prepare for and conduct a workshop with City staff to establish the Initial Alternatives to be evaluated for traffic operations feasibility. The workshop will be conducted in person at the B&N office. The workshop is anticipated to be 2 hours long.
   ii. **Screening Meeting** – B&N will prepare for and conduct a workshop with City staff to review the operational performance of the Initial Alternatives, select the Conceptual Alternatives to be advanced, and to establish multidiscipline evaluation criteria for the Conceptual Alternatives. The workshop will be conducted in person at the B&N office. The workshop is anticipated to be 3 hours long.
   iii. **Multidisciplinary Evaluation** – B&N will utilize the established multidiscipline evaluation criteria to evaluate the performance of the Conceptual Alternatives.
      1. B&N will identify conceptual right-of-way impacts and utility impacts of the three Conceptual Alternatives.
      2. B&N will estimate quantities and develop the Project Cost Estimate of the three Conceptual Alternatives.
   iv. **Exhibit Preparation** – Prior to outreach efforts, B&N will develop one exhibit for each of the Conceptual Alternatives to be utilized in presentations.
   v. **Outreach** – The Conceptual Alternatives will be presented through the Public Town Halls and Commission Meetings. Input will be solicited and recorded for evaluation.
      1. **Review Meeting** - B&N will conduct a meeting with City staff to review results of the public outreach process.
      2. **Council Presentation** - The Conceptual Alternatives will be presented to City Council. Input will be solicited and recorded for evaluation. A Preferred Alternative will be selected.
      3. **Final Review and Documentation** - B&N will conduct a meeting with City staff to review results of the presentation to Council and determine adjustments to be made to the Preferred Alternative.

b. **30% Plans, Specifications, and Estimate Development**: B&N will prepare plans according to the City CADD standards. B&N will prepare 30% Plans for the improvements. Subconsultant will provide assistance with roadway design (***Attachment B***).

i. Plan Sheets- The anticipated number of sheets included within each plan sheet type is indicated next to the sheet type:

1. Cover – 1 Sheet
2. Legend, Notes and Key Map – 1 Sheet
3. Geometric Control – 3 Sheets
4. Typical Section – 2 Sheets (3 typical sections and pavement sections)
    - Design and sheets will be developed for the following geographic limits:
        - Butler Avenue/Herold Ranch Intersection
        - Butler Avenue/Fourth Street Intersection
        - Fourth Street south of the Butler Avenue/Fourth Street Intersection
    - Scope and fee for design and sheets outside the above limits but within the project limits are listed in ***Attachment B***.
5. Details – 2 Sheets
6. Roadway Plan and Profile – 10 Sheets (20 scale)
    - Design and sheets will be developed for the following geographic limits:
        - Butler Avenue/Herold Ranch Intersection
        - Butler Avenue/Fourth Street Intersection
        - Fourth Street south of the Butler Avenue/Fourth Street Intersection
    - The 30% plans will not include construction notes or keynotes.
    - Additional design areas and corresponding sheets are listed in ***Attachment B***.

B&N will develop a roadway model to identify cut/fill limits and earthwork estimates. No cross sections will be provided.

The City will provide initial 30% comments to be addressed prior to CMAR solicitation. B&N will address and revise 30% documents for CMAR solicitation, including one comment resolution meeting with City Staff.

ii. Structural Design for Roadway – B&N will complete initial calculations and design to determine the overall dimensions of the required structures at Spruce Avenue Wash and its crossings under Fourth Street and Butler Avenue. This effort has been scoped to accommodate a culvert pipe crossing or box culvert crossing. This scope does not include effort for bridge design.

iii. Specifications – The City will provide the boilerplate contract specifications to B&N. B&N will review the specifications and provide additional special provisions in the boilerplate format.

iv. Estimate – B&N will develop an engineer's estimate of probable cost for construction of the Project.

v. Corridor Model Development – B&N will combine the various subconsultant files into a single corridor model to determine anticipated construction limits.

vi. Independent Technical Review – B&N will utilize senior staff that are independent of the Project to perform quality reviews and confirm comments have been addressed on all reports, exhibits, and PS&E documents prior to submittal to the City.

c. **Deliverables**:

i. Pre-Design meeting presentation

ii. Design calculations

iii. Plans, specifications, and estimates

## Phase B Inclusions

a. Phase B: The following items are not included within this Scope of Work but are anticipated to be completed within Phase B of the project:
    - PS&E preparation and 60%, 90%, and sealed 100% submittals (Includes water/sewer, ITS Fiber Conduit, and Landscaping/Irrigation Design [medians and parkways])
    - Final Drainage and Final Traffic Reports
    - CLOMR/LOMR Coordination and Submittals
    - Coordination with the CMAR contractor
    - Legal descriptions, Phase I ESAs, and exhibits for ROW acquisition
    - Preparation of ADOT encroachment permit application
    - Public utility relocation design and plan development
    - Public utility relocation cost estimates
    - Review utility relocation plans prepared by Franchise utilities owners

## Project Exclusions

a. Exclusions: The following items are not included within this Scope of Work nor are anticipated with Phase B of the project and will require a contract modification if needed:
    - Negotiations and development of Intergovernmental Agreements
    - Paying for permits
    - Scoping Document or Report beyond reports included above
    - Collecting and reviewing utility prior rights documentation (City conveyed City has prior rights and this task is not needed)
    - Franchise utility relocation design and plan development
    - Franchise utility relocation cost estimates
    - Utility agreements
    - Bidding and Construction Phase (i.e. post-design) services.
    - Additional Public Town Halls, Commission Meetings, Council Meetings, and Individual Councilmember Meetings beyond the number mentioned above.

## If Authorized Tasks

The following tasks are offered as additional services for an additional fee that will only be performed if authorized by the City.

a. **CMAR Solicitation and Selection:** B&N can assist the City in development of the RSOQ documents and participate in the interview process to secure the CMAR Contractor as part of this Project. 80 hours has been budgeted for this task.
b. **Virtual Reality Modeling:** To assist in communication efforts, B&N can provide a 3D model of the entire corridor or just the new intersections for use with Oculus equipment. This enhanced visualization will help stakeholders better visualize the intended improvements and interactions between the modes of transportation. 60 hours has been budgeted for this task.

| City of Flagstaff<br>Butler-Fourth Improvements<br>RSOQ 2022-127<br>Scoping/Outreach to 30% Construction Documents | Principal<br>$275.00 | Project Manager<br>$175.00 | Senior Engineer<br>$240.00 | Engineer 5<br>$185.00 | Engineer 4<br>$170.00 | Engineer 3<br>$155.00 | Engineer 2<br>$135.00 | Engineer 1<br>$120.00 | Designer 2<br>$170.00 | Designer 1<br>$125.00 | Project Administrator<br>$120.00 | HOURS<br>TOTAL HOURS | SHEETS<br>TOTAL SHEETS | HOURS PER SHEET | EXPENSES<br>MILES<br>$0.625/MI<br>0.625 | Northland | Peak Engineering | Adams Trenching | JE Fuller | Ninyo & Moore | Logan Simpson | MISC | TOTAL EXPENSES | COST<br>TOTAL FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 100: Project Management | | | | | | | | | | | | | | | | | $ 22,180 | | $ 94 | | | | | $22,274 | $22,274 |
| a. Project Initiation | | 8 | 4 | | | | 8 | | | | | 20 | | | | | | | $ 700 | | | | | $700 | $4,140 |
| b. Kickoff Meeting | | 6 | | | | | 6 | | | | | 12 | | | 308 MI | | | | $ 2,680 | | | | | $2,873 | $4,733 |
| c. Progress Meetings | | 64 | | | | | 64 | | | | | 128 | | | | | | | $ 8,400 | | | | | $8,400 | $28,240 |
| d. Field KOM | | 6 | 24 | | | | 8 | 8 | | | | 46 | | | 308 MI | | | | $ 2,010 | | | | | $2,203 | $11,053 |
| e. Project Administration | 4 | 80 | | | | | 24 | | 40 | | 16 | 164 | | | | | | | $ 5,825 | | | | | $5,825 | $32,885 |
| **SUBTOTAL TASK 100** | **4** | **164** | **28** | **0** | **0** | **0** | **110** | **8** | **40** | **0** | **16** | **370** | **0** | **0** | **616 MI** | **$0** | **$22,180** | **$0** | **$19,709** | **$0** | **$0** | **$0** | **$42,274** | **$103,325** |
| Task 200: Land Survey | | | | | | | | | | | | | | | | | $ 5,535 | | | | | | $5,535 | $5,535 |
| a. Land Survey | | 2 | | | | | 8 | | | | | 10 | | | | $ 28,000 | | | | | | | $28,000 | $29,430 |
| **SUBTOTAL TASK 200** | **0** | **2** | **0** | **0** | **0** | **0** | **8** | **0** | **0** | **0** | **0** | **10** | **0** | **0** | **0 MI** | **$28,000** | **$5,535** | **$0** | **$0** | **$0** | **$0** | **$0** | **$33,535** | **$34,965** |
| Task 300: Project Coordination | | | | | | | | | | | | | | | | | $ 8,970 | | | | | | $8,970 | $8,970 |
| a. Developer/Landowner Coordination | | 16 | | 8 | | | 16 | | | | | 40 | | | | | | | $ 706 | | | | | $706 | $7,146 |
| b. ADOT Coordination | | 4 | | | | | 4 | | | | | 8 | | | | | | | $ 706 | | | | | $706 | $1,946 |
| c. ASLD Coordination | | 4 | | | | | 16 | | | | | 20 | | | | | | | $ 706 | | | | | $706 | $3,566 |
| d. NAIPTA Coordination | | 8 | 8 | | | | | | | | | 16 | | | | | | | | | | | | $0 | $3,320 |
| e. Public Outreach | | 16 | 30 | | | | | | 36 | | | 82 | | | 616 MI | | | | $ 2,735 | | | | | $3,120 | $19,240 |
| f. Commission Meetings | | 48 | | | | | | | | | | 48 | | | 308 MI | | | | $ 2,125 | | | | | $2,318 | $10,718 |
| g. Council Meetings | | 24 | | | | | | | | | | 24 | | | | | | | $ 2,735 | | | | | $2,735 | $6,935 |
| **SUBTOTAL TASK 300** | **0** | **120** | **38** | **8** | **0** | **0** | **36** | **0** | **36** | **0** | **0** | **238** | **0** | **0** | **924 MI** | **$0** | **$8,970** | **$ -** | **$9,713** | **$0** | **$0** | **$0** | **$19,261** | **$61,841** |
| Task 400: Utilities | | | | | | | | | | | | | | | | | $ 1,080 | | | | | | $1,080 | $1,080 |
| a. Data Acquisition | | | | 2 | | 4 | | 12 | | | | 18 | | | | | | | | | | | $0 | $2,430 |
| b. Utility Base Map | | | | 2 | | | 4 | | | | | 6 | | | | | | | | | | | $0 | $910 |
| c. Utility Coordination | | | | 4 | | 24 | | 32 | | | | 60 | | | | | | | | | | | $0 | $8,300 |
| d. Relocation Review | | | | 2 | | 8 | | 8 | | | | 18 | | | | | | | | | | | $0 | $2,570 |
| e. Utility Potholing | | | | 2 | | | | | | | | 2 | | | | | | $ 15,000 | | | | | $15,000 | $15,370 |
| **SUBTOTAL TASK 400** | **0** | **0** | **0** | **12** | **0** | **36** | **4** | **52** | **0** | **0** | **0** | **104** | **0** | **0** | **0 MI** | **$0** | **$1,080** | **$ 15,000** | **$0** | **$0** | **$0** | **$0** | **$16,080** | **$30,660** |
| Task 500: Reports | | | | | | | | | | | | | | | | | | | | | | | | |
| a. Drainage Report (includes drainage design) | | | | | | | | | | | | | | | | | | | | | | | | |
| i. Preliminary Drainage Report | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Spruce Modeling | | | | | | | | | | | | | | | | | | | $ 8,210 | | | | $8,210 | $8,210 |
| 2. Roadway Modeling | | | | | | | | | | | | | | | | | | | $ 8,210 | | | | $8,210 | $8,210 |
| 3. Preliminary Report | | 4 | | 8 | | | | | | | | 12 | | | | | | | $ 8,210 | | | | $8,210 | $10,390 |
| ii. US Army Corps of Engineers- Preliminary Nationwide Permit | | | | | | | | | | | | | | | | | | | $ 9,603 | | | | $9,603 | $9,603 |
| b. Geotechnical Report | | 4 | | 8 | | | | | | | | 12 | | | | | | | | $ 27,500 | | | $27,500 | $29,680 |
| c. Cultural Resources Report | | 2 | | 4 | | | | | | | | 6 | | | | | | | | | $ 5,491 | | $5,491 | $6,581 |
| d. Traffic Report | | | | | | | | | | | | | | | | | | | | | | | | |
| i. Initial Traffic Report | | 4 | 4 | 8 | | | 40 | | | | | 56 | | | | | | | | | | | $0 | $8,540 |
| 1. Data Preparation | | 2 | 2 | 8 | | 16 | 64 | | | | | 92 | | | | | | | | | | $ 2,000 | $2,000 | $15,430 |
| 2. Initial Alternatives Analysis | | 4 | 4 | 8 | | 16 | 116 | | | | | 148 | | | | | | | | | | | $0 | $21,280 |
| ii. Draft Traffic Report | | 4 | 4 | 8 | | 16 | 64 | | | | | 96 | | | | | | | | | | | $0 | $14,260 |
| **SUBTOTAL TASK 500** | **0** | **24** | **14** | **52** | **0** | **48** | **284** | **0** | **0** | **0** | **0** | **422** | **0** | **0** | **0 MI** | **$0** | **$0** | **$0** | **$34,233** | **$27,500** | **$5,491** | **$2,000** | **$69,224** | **$132,184** |

| City of Flagstaff<br>Butler-Fourth Improvements<br>RSOQ 2022-127<br>Scoping/Outreach to 30% Construction Documents | Principal<br>$275.00 | Project Manager<br>$175.00 | Senior Engineer<br>$240.00 | Engineer 5<br>$185.00 | Engineer 4<br>$170.00 | Engineer 3<br>$155.00 | Engineer 2<br>$135.00 | Engineer 1<br>$120.00 | Designer 2<br>$170.00 | Designer 1<br>$125.00 | Project Administrator<br>$120.00 | HOURS<br>TOTAL HOURS | SHEETS<br>TOTAL SHEETS | HOURS PER SHEET | EXPENSES<br>MILES<br>$0.625/MI<br>0.625 | Northland | Peak Engineering | Adams Trenching | JE Fuller | Ninyo & Moore | Logan Simpson | MISC | TOTAL EXPENSES | COST<br>TOTAL FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 600: Right-of-Way | | | | | | | | | | | | | | | | | | | | | | | | |
| a. Right-of-Way Needs Identification | | 4 | 4 | | | | 44 | | | | | 52 | | | | | | | | | | | $0 | $7,600 |
| **SUBTOTAL TASK 600** | **0** | **4** | **4** | **0** | **0** | **0** | **44** | **0** | **0** | **0** | **0** | **52** | **0** | **0** | **0 MI** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$7,600** |
| Task 700: Plans, Specifications, and Estimate | | | | | | | | | | | | | | | | | $ 80,770 | | | | | | $80,770 | $80,770 |
| a. Development of Alternatives | | | | | | | | | | | | | | | | | | | $ 16,520 | | | | $16,520 | $16,520 |
| i. Initial Alternatives Workshop | | 4 | 12 | | | | 8 | | | | | 24 | | | 308 MI | | | | | | | | $193 | $4,853 |
| ii. Screening Meeting | | 6 | 16 | | | | | | | | | 22 | | | 308 MI | | | | | | | | $193 | $5,083 |
| iii. Multidisciplinary Evaluation | | 12 | 8 | 20 | 20 | | | | | | | 60 | | | | | | | | | | | $0 | $11,120 |
| 1. Right-of-Way and Utility Impacts | | | 4 | 8 | | | 16 | | | | | 28 | | | | | | | | | | | $0 | $4,600 |
| 2. Project Cost Estimates | | 2 | 4 | 12 | 12 | | 64 | | | | | 94 | | | | | | | | | | | $0 | $14,210 |
| iv. Exhibit Preparation | | 2 | | 8 | 8 | | 40 | 40 | 20 | | | 118 | | | | | | | | | | | $0 | $16,790 |
| v. Outreach | | 16 | 48 | | | | | | | | | 64 | | | | | | | | | | | $0 | $14,320 |
| 1. Review Meeting | | 4 | 12 | | | | | | | | | 16 | | | | | | | | | | | $0 | $3,580 |
| 2. Council Presentation | | 6 | 20 | 4 | 8 | | | | | | | 38 | | | | | | | | | | | $0 | $7,950 |
| 3. Final Review and Documentation | | 8 | 16 | 16 | 8 | | 64 | | 40 | | | 152 | | | | | | | | | | | $0 | $25,000 |
| b. 30% Plans, Specifications, and Estimate Development | | | | | | | | | | | | | | | | | | | $ 25,000 | | | | $25,000 | $25,000 |
| i. Plan Sheets | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Cover | | | | | | 2 | | 6 | 16 | | | 24 | 1 | 24 | | | | | | | | | $0 | $3,750 |
| 2. Legend, Notes, and Key Map | | | | | | | 2 | | 12 | | | 14 | 1 | 14 | | | | | | | | | $0 | $2,310 |
| 3. Geometric Control | | 2 | | 2 | | 4 | | 36 | 4 | | | 48 | 3 | 16 | | | | | | | | | $0 | $6,340 |
| 4. Typical Section | | | | | 4 | 4 | 8 | 16 | 8 | | | 40 | 2 | 20 | | | | | | | | | $0 | $5,660 |
| 5. Details | | | 2 | 2 | | 4 | 16 | 16 | | | | 40 | 2 | 20 | | | | | | | | | $0 | $5,550 |
| 6. Roadway Plan & Profile | | 2 | 4 | 4 | 12 | 16 | 32 | 36 | 36 | 18 | | 160 | 10 | 16 | | | | | | | | | $0 | $23,580 |
| ii. Structural Design for Roadway | | 2 | 4 | | 8 | 6 | 24 | | | | | 44 | | | | | | | | | | | $0 | $6,840 |
| iii. Specifications | | 2 | | 4 | | 8 | 24 | 16 | | | | 54 | | | | | | | | | | | $0 | $7,490 |
| iv. Estimate | | | | | | 8 | 18 | 12 | | | | 38 | | | | | | | | | | | $0 | $5,110 |
| v. Corridor Model Development | | 2 | | | 4 | 8 | 40 | | | | | 54 | | | | | | | | | | | $0 | $7,670 |
| vi. Independent Technical Review | | | 40 | 40 | | | | | | | | 80 | | | | | | | | | | | $0 | $17,000 |
| **SUBTOTAL TASK 700** | **0** | **70** | **190** | **120** | **84** | **60** | **356** | **178** | **136** | **18** | **0** | **1,212** | **19** | **110** | **616 MI** | **$0** | **$80,770** | **$0** | **$41,520** | **$0** | **$0** | **$0** | **$122,675** | **$321,096** |
| **TOTAL** | **4** | **384** | **274** | **192** | **84** | **144** | **842** | **238** | **212** | **18** | **16** | **2,408** | **19** | **110** | **2,156 MI** | **$28,000** | **$118,535** | **$15,000** | **$105,175** | **$27,500** | **$5,491** | **$2,000** | **$303,049** | **$691,671** |
| **If Authorized Tasks** | | | | | | | | | | | | | | | | | | | | | | | | |
| a. CMAR Solicitation & Selection | | 16 | 8 | | 8 | 24 | 8 | 16 | | | | 80 | | | | | | | | | | | $0 | $12,800 |
| b. Virtual Reality Modeling | | 2 | | | | 16 | 24 | | 18 | | | 60 | | | | | | | | | | $ 2,800 | $2,800 | $11,930 |
| **TOTAL IF AUTHORIZED TASKS** | **0** | **18** | **8** | **0** | **8** | **40** | **32** | **16** | **18** | **0** | **0** | **140** | **0** | | **0 MI** | **0** | **0** | **0** | **0** | **0** | **0** | **2,800** | **$2,800** | **$24,730** |
| **TOTAL** | **4** | **402** | **282** | **192** | **92** | **184** | **874** | **254** | **230** | **18** | **16** | **2,548** | **19** | | **2,156 MI** | **$28,000** | **$118,535** | **$15,000** | **$105,175** | **$27,500** | **$5,491** | **$4,800** | **$305,849** | **$716,401** |

# ATTACHMENT A

Northland Exploration Surveys, Inc.

August 24, 2022

Burgess & Niple, Inc.
Nick Hall
2201 North Gemini Drive
Suite 116
Flagstaff, AZ 86001

RE: Survey services for the City of Flagstaff Butler Widening, City of Flagstaff, Arizona.

Dear Mr. Hall,

We appreciate the opportunity to offer survey services for the above mentioned project. We understand that we will conduct those survey services per your email dated August 17, 2022:

1. Conduct the research and field survey necessary to determine the location of the existing Right of Way of Butler Avenue, and adjoining streets and parcels.

2. Conduct a topographic survey of the areas outlined in the above mentioned email. This will include all visible improvements, including, but not limited to, street improvements, visible utilities (including measure-downs), the existing Rio De Flag wash

3. Draft those items surveyed and the boundaries surveyed and any existing recorded easements over the effected parcels at a scale of 1" = 20'. We will also include the current owner and record information for the parcels affected with calculated parcel side lines.

4. Coordinate with other sub-consultants concerning coordinating their information with ours.

5. Calculate and draft any temporary construction easements for the project.

6. Conduct any additional surveying, research and computations as needed for additional information.

The survey and map will be surveyed in the Arizona Central Coordinate system, scaled to ground at a central control point and NGVD88 elevations.

We propose to conduct the above mentioned services for the following costs:

Parcel Research/Right of Way survey:

| | |
|---|---|
| 24 hours @ $170: | $ 4,080.00 |
| 16 hours @ $120: | $ 1,920.00 |
| **Subtotal:** | **$ 6,000.00** |

Topographic survey:

| | |
|---|---|
| 40 hours @ $170: | $ 6,800.00 |
| 24 hours @ $120: | $ 2,880.00 |
| **Subtotal:** | **$ 9,680.00** |

Coordination:

| | |
|---|---|
| 16 hours @ $120: | $ 1,920.00 |
| **Subtotal:** | **$ 1,920.00** |

Temporary Construction Easements/Takings:

| | |
|---|---|
| 40 hours @ $120: | $ 4,800.00 |
| **Subtotal:** | **$ 4,800.00** |

Additional surveying/research:

| | |
|---|---|
| 16 hours @ $170: | $ 2,720.00 |
| 24 hours @ $120: | $ 2,880.00 |
| **Subtotal:** | **$ 5,600.00** |

| | |
|---|---|
| **Total Initial Estimate/Cost:** | **$28,000.00** |

If the above mentioned proposal is agreeable to you, please sign and either FAX or mail this proposal back to us. Again, we appreciate the opportunity to offer survey services to you.

_____
Kenneth A. Krenke
Chief Surveyor

Accepted this _____ day of _____, 2022.

_____
Nick Hall
For Burgess & Niple, Inc.

BurgessCOFButlerWidening

# SCOPE OF SERVICES – PHASE A (CONCEPT, OUTREACH, & 30% DESIGN)

Date: September 26, 2022

Project: **Butler – 4th St. Improvements**

Client Project No: TBD

Peak Project No: 22BN01

Prepared For: Burgess & Niple *(Client: City of Flagstaff)*

## PROJECT DESCRIPTION

The Butler – 4th St. Improvements project is a significant roadway improvement project along Butler Avenue from the I-40 ramps east to the 4th Street intersection. Improvements include full street improvements with vehicular travel lanes, medians, separated bicycle and pedestrian facilities, driveway improvements along Butler, and intersecting road improvements. Intersecting road improvements include Herold Ranch Road, 4th Street from Butler to approximately Warm Springs Trail, 4th Street south of Butler approximately 300FT and Butler east of 4th Street to Sinagua Heights Drive.

Utility improvements are limited to relocations and adjustments necessitated by the roadway improvements. Water & sewer infrastructure upgrades are not included. Drainage improvements to Spruce Wash and roadway drainage are included in the project with design being prepared by JE Fuller, under contract to Burgess & Niple (B&N).

The project will be delivered by Construction Manager at Risk, with the CM@R contractor selected around the 30% design. Peak Engineering is responsible for project basemap development, support for public outreach meetings, Butler Avenue roadway design (excluding intersections) with associated utility impacts, design of the Herold Ranch Road realignment (excluding the intersection), and design of roadway connections from the Butler-4th intersection to Butler (east) and 4th St. (north).

The first phase of the project includes concept design, public outreach and 30% design. The following scope of work itemizes Peak Engineering's responsibilities under this phase of the project.

## SCOPE & DELIVERABLES

### 100. PROJECT MANAGEMENT

Project management tasks include the following activities:

- Attendance at the project kickoff meeting with the design team and City staff;
- Participating in a project site visit/field walk with the design team and City staff;
- Preparation for, and participation in, regularly scheduled project team coordination meetings (32 meetings @ 1 hour each with 1 hour preparation, PM Only);
- Project Administration. Administration costs are estimated to be 6% of the total proposed fee, distributed monthly for the duration of the scope. Administration costs include internal project management (schedule, staffing, quality assurance, budget management) and communications not related to the meetings listed above.

## 200. LAND SURVEY (Data Collection & Basemap)

Peak Engineering will be responsible for collecting available public and franchise utility data within the project area. We will request franchise utility information, COF utility information and other readily available information. Franchise utilities include APS (electric), UniSource Energy Services (UES, natural gas), Lumen formerly CenturyLink (communications), Altice/Optimum formerly SuddenLink (communications) and AT&T (communications). Burgess & Niple is responsible for design coordination with franchise utilities. Peak Engineering will participate in 3 franchise utility roundtable meetings (managed by B&N) during this phase of the project, see Task 400: UTILITIES.

Peak Engineering will coordinate topographic survey needs with the survey consultant (under contract to B&N). Once the survey is complete, we will process the data and compile the survey information with the other utility data into a project basemap to be used for design. We will provide the survey basemap in CAD to the design team.

*Deliverables: Project Basemap in CAD*

## 300. PROJECT COORDINATION

Peak Engineering has budgeted to prepare for and attend the following meetings:

- Developer/Landowner Coordination Meetings (2 meetings, PM only)
- ADOT Coordination Meetings (2 meetings, PM only)
- ASLD Coordination Meeting (1 meeting, PM only)
- NAIPTA/Mountain Line Meeting (1 meeting, PM only)
- City of Flagstaff Commission Meetings (6 meetings, PM only)
- City of Flagstaff Town Hall (Open House) Meetings (2 meetings, PM Only)
- City of Flagstaff City Council Meetings (2 Meetings, PM only)

Peak Engineering does not anticipate participating in other stakeholder meetings. Meeting agendas and minutes will be prepared by B&N.

## 400. UTILITIES

Burgess & Niple is responsible for design coordination with utility companies. Peak Engineering will attend and participate in 3 roundtable meetings with franchise utilities.

## 500. REPORTS

Peak Engineering does not have tasks related to technical memoranda or reports.

## 600. RIGHT-OF-WAY

Peak Engineering does not have tasks related to right-of-way.

## 700. PLANS, SPECIFICATIONS AND ESTIMATE (30%)

Peak Engineering will prepare concept roadway layouts based on the proposed roadway section in the City's scoping document. In addition to vehicular travel lanes and medians, concept layouts will include multi-modal transportation elements as addressed in the Traffic Impact Analysis (to be prepared by Burgess & Niple).

Peak Engineering is responsible for conceptual roadway design of the following:

- Butler Avenue alignment from Herold Ranch Road to 4th Street intersection (excluding intersections);
- Herold Ranch Road realignment, south of the Butler Ave. intersection;
- 4th Street, north of the Butler Ave. intersection to Warm Springs Trail (~1400LF);
- Butler Ave. east of the 4th Street intersection to Sinagua Heights Drive (~1300LF).

We will provide our concept design linework to B&N for their use in preparing concept design exhibits for all public outreach activities.

Peak Engineering will prepare 30% design plans. The plans will depict horizontal roadway alignment information, vertical centerline profile, anticipated utility relocations and call-out text sufficient to convey design intent. The 30% plans will not include construction notes or be keynoted.

We anticipate the following design sheets:

- Details (at 30%, may be shown on individual plan sheets)
- Butler Ave. design plan and centerline profile
- Herold Ranch Road plan and centerline profile
- 4th Street (north of Butler) plan and centerline profile
- Butler Ave. plan and centerline profile

Burgess & Niple is responsible for preparation of intersection designs for Butler/Herold Ranch and Butler/4th Street. Peak Engineering will coordinate with B&N to determine the limits of roadway design but Peak will not show Butler/Herold Ranch and Butler/4th Street intersection design information on our plan sheets. We assume that Burgess & Niple will design the connection to Fourth Street south of Butler Ave.

JE Fuller is responsible for drainage design. Peak Engineering will coordinate with JE Fuller as necessary to facilitate roadway/drainage design. We will show catch basins and storm drains within the roadway prism, but design of these elements is by JE Fuller.

Peak Engineering plan sheets will be inserted into the compiled 30% design package with sheets from Burgess & Niple and JE Fuller. As such, Burgess & Niple will be responsible for preparation of cover sheet, general notes and index sheet(s).

Peak will prepare 30% specification section outlines related to our design tasks for inclusion in the 30% specification manual. Peak will coordinate with B&N on overlapping specifications. Burgess & Niple is responsible for preparation of General Provisions and overall specification manual preparation.

Peak will furnish a concept level opinion of probable construction cost in PDF and as an excel spreadsheet for inclusion in the overall project estimate by B&N.

*Deliverables: Roadway concept designs, 30% Design Plans, Specification sections outline, Concept level Engineer's Opinion of Probable Construction Cost (EOPCC).*

**Assumptions & Exclusions:**

A topographic survey will be conducted by others and furnished to Peak in AutoCAD format with the surface (DTM). The topographic survey be complete and will not require editing or linework creation by Peak or multiple processing iterations.

Utility locating and potholing is not included. Peak's scope for showing utility information in the project basemap is based on available as-built and GIS data, adjusted for survey field appurtenances.

Burgess & Niple is responsible for design of intersections and preparation of the Traffic Impact Analysis.

Peak's scope does not include coordination with ADOT or ASLD. Burgess & Niple will handle coordination with these entities but we will attend up to 2 meetings with ADOT and 1 with ASLD.

JE Fuller will perform the drainage analysis and design for the project and furnish information for roadway drainage elements for Peak to include in the concept design, if applicable.

Renderings or preparation of 3D graphics of design is not included.

Coordination (selection, scoping, meetings, etc) with the CM@R Contractor is not included.

## FEE SUMMARY

| Task | Description | Proposed Fee |
|---|---|---|
| 100 | PROJECT MANAGEMENT | $22,180 |
| 200 | LAND SURVEY | $5,535 |
| 300 | PROJECT COORDINATION | $8,970 |
| 400 | UTILITIES | $1,080 |
| 500 | TECHNICAL MEMORANDA AND REPORTS | $0 |
| 600 | RIGHT-OF-WAY | $0 |
| 700 | PLANS, SPECIFICATIONS AND ESTIMATE | $80,370 |
| | PROJECT EXPENSES | $400 |
| | **Subtotal** | **$118,535** |

As required by the City, Phase A will be performed on a time & materials basis. If additional services are required beyond the scope of Phase A, we will work with B&N to develop a mutually agreeable scope and fee for the additional services.
Once Phase A is complete, we will work with Burgess & Niple to develop a scope of services for Phase B, anticipated to be preparation of construction documents and post-design services.
Peak will invoice B&N monthly for labor and expenses incurred.

## SCHEDULE

Peak anticipates work beginning in November, 2022.

END

**Client Name: Burgess & Niple (COF)**

**Project Name: City of Flagstaff Butler - Fourth Improvements PHASE A**

**Project Number: 22BN01**

**Client Information**


*Name:* *Burgess & Niple (Attn: Nick Hall)*

*Address:* *2201 N. Gemini Drive, Suite 116*

*Flagstaff, AZ 86001*

Nick.Hall@burgessniple.com


## Project Budget Summary - rev2

| Task | Task Description | Principal Engineer | | Project Manager | | Project Engineer | | Designer | | Engineering Intern | | Technical Drafter | | Clerical | | Total Hours | Labor Cost per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rate: | $220 | | $195 | | $180 | | $135 | | $100 | | $100 | | $90 | | | |
| | | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | | |
| 1 | Task 100: Project Management | 1.00 | $ 220 | 108.00 | $ 21,060 | 5.00 | $ 900 | - | $ - | - | $ - | - | $ - | - | $ - | 114.00 | $ 22,180 |
| 2 | Task 200: Land Survey | - | $ - | 3.00 | $ 585 | 8.00 | $ 1,440 | 26.00 | $ 3,510 | - | $ - | - | $ - | - | $ - | 37.00 | $ 5,535 |
| 3 | Task 300: Project Coordination | - | $ - | 46.00 | $ 8,970 | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | 46.00 | $ 8,970 |
| 4 | Task 400: Utilities | - | $ - | - | $ - | 6.00 | $ 1,080 | - | $ - | - | $ - | - | $ - | - | $ - | 6.00 | $ 1,080 |
| 5 | Task 500: Reports | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 6 | Task 600: Right-of-Way | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 7 | Task 700: Plans, Specifications, and Estimate | 6.00 | $ 1,320 | 89.00 | $ 17,355 | 327.00 | $ 58,860 | 21.00 | $ 2,835 | - | $ - | - | $ - | - | $ - | 443.00 | $ 80,370 |
| 8 | Task 8: | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 9 | Task 9: | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| 10 | Task 10: | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| | LABOR TOTAL: | | $ 1,540 | | $ 47,970 | | $ 62,280 | | $ 6,345 | | $ - | | | | $ - | | $ 118,135 |

### Reimbursable Project Expenses

| | | |
|---|---|---|
| A | Printing & Reprographics | $ 400 |
| B | Mileage | $ - |
| C | Meals & Lodging | $ - |
| D | Equipment | $ - |
| E | Other (Parking) | $ - |
| | RPE TOTAL: | $ 400 |

### Sub-Consultants

| | |
|---|---|
| Survey | $ - |
| Landscape Architect | $ - |
| Architect | $ - |
| Geotechnical | $ - |
| Other | $ - |
| SUB-CONSULTANT TOTAL: | $ - |

***PROJECT TOTAL:***

**$ 118,535**

**Client Name: Burgess & Niple (COF)**

**Project Name: City of Flagstaff Butler - Fourth Improvements PHASE A**

**Project Number: 22BN01**

| Task | Sub-Task | Task Description | Principal Engineer $220 | Project Manager $195 | Project Engineer $180 | Designer $135 | Engineering Intern $100 | Technical Drafter $100 | Clerical $90 | Total Hours per Task | Labor Cost per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Total Hours per Employee Category:** | **7** | **246** | **346** | **47** | **0** | **0** | **0** | **Project Totals** | **646** |
| | | **Total Labor Cost per Employee Category:** | **$ 1,540** | **$ 47,970** | **$ 62,280** | **$ 6,345** | **$ -** | **$ -** | **$ -** | **$** | **118,135** |
| **1** | | **Task 100: Project Management** | **$ 220** | **$ 21,060** | **$ 900** | **$ -** | **$ -** | **$ -** | **$ -** | **114** | **$ 22,180** |
| | a | Project Initiation | 1 | 1 | | | | | | 2 | $ 415 |
| | b | Kickoff Meeting | | 2 | 2 | | | | | 4 | $ 750 |
| | c | Progress Meetings (32) | | 64 | | | | | | 64 | $ 12,480 |
| | d | Field Walk with Project Team | | 3 | 3 | | | | | 6 | $ 1,125 |
| | e | Project Administration (6% of Subtotal) | | 38 | | | | | | 38 | $ 7,410 |
| | f | | | | | | | | | 0 | $ - |
| | g | | | | | | | | | 0 | $ - |
| | h | | | | | | | | | 0 | $ - |
| | i | | | | | | | | | 0 | $ - |
| | j | | | | | | | | | 0 | $ - |
| **2** | | **Task 200: Land Survey** | **$ -** | **$ 585** | **$ 1,440** | **$ 3,510** | **$ -** | **$ -** | **$ -** | **37** | **$ 5,535** |
| | a | Land Survey | | | | | | | | 0 | $ - |
| | | Obtain franchise utility information | | 1 | 2 | 8 | | | | 11 | $ 1,635 |
| | | Coordinate with surveyors | | 1 | 4 | | | | | 5 | $ 915 |
| | | Process & develop basemap | | 1 | 2 | 18 | | | | 21 | $ 2,985 |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| **3** | | **Task 300: Project Coordination** | **$ -** | **$ 8,970** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **46** | **$ 8,970** |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | a | Developer/Land Owner Coordination (2 mtgs) | | 4 | | | | | | 4 | $ 780 |
| | b | ADOT Coordination (2 mtgs) | | 4 | | | | | | 4 | $ 780 |
| | c | ASLD Coordination (1 mtg) | | 2 | | | | | | 2 | $ 390 |
| | d | NAIPTA Coordination (1 mtg) | | 2 | | | | | | 2 | $ 390 |
| | e | FUSD Coordination | | | | | | | | 0 | $ - |
| | f | Public Outreach (Town Hall-2 mtgs, 4 hrs per mtg) | | 8 | 0 | | | | | 8 | $ 1,560 |
| | g | Commission Meetings (6 mtgs, 3 hrs per mtg) | | 18 | | | | | | 18 | $ 3,510 |
| | h | Council Meetings (2 mtgs, 4 hours per mtg) | | 8 | | | | | | 8 | $ 1,560 |
| | i | Individual Councilmember Meetings (5 mtgs, 2 hours per) | | 0 | | | | | | 0 | $ - |
| | j | | | | | | | | | 0 | $ - |
| **4** | | **Task 400: Utilities** | **$ -** | **$ -** | **$ 1,080** | **$ -** | **$ -** | **$ -** | **$ -** | **6** | **$ 1,080** |
| | a | Data Acquisition | | | | | | | | 0 | $ - |
| | b | Utility Base Map | | | | | | | | 0 | $ - |
| | c | Utility Coordination (Roundtable meetings-3) | | | 6 | | | | | 6 | $ 1,080 |
| | d | | | | | | | | | 0 | $ - |
| | e | | | | | | | | | 0 | $ - |
| | f | | | | | | | | | 0 | $ - |
| | g | | | | | | | | | 0 | $ - |
| | h | | | | | | | | | 0 | $ - |
| | i | | | | | | | | | 0 | $ - |
| | j | | | | | | | | | 0 | $ - |
| **5** | | **Task 500: Reports** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **0** | **$ -** |
| | a | Drainage Report (includes drainage design) | | | | | | | | 0 | $ - |
| | b | Geotechnical Report | | | | | | | | 0 | $ - |
| | c | Traffic Impact Analysis | | | | | | | | 0 | $ - |
| | d | | | | | | | | | 0 | $ - |
| | e | | | | | | | | | 0 | $ - |
| | f | | | | | | | | | 0 | $ - |
| | g | | | | | | | | | 0 | $ - |
| | h | | | | | | | | | 0 | $ - |
| | i | | | | | | | | | 0 | $ - |
| | j | | | | | | | | | 0 | $ - |
| **6** | | **Task 600: Right-of-Way** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **0** | **$ -** |
| | a | Right-of-Way | | | | | | | | 0 | $ - |
| | b | | | | | | | | | 0 | $ - |
| | c | | | | | | | | | 0 | $ - |
| | d | | | | | | | | | 0 | $ - |
| | e | | | | | | | | | 0 | $ - |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | f | | | | | | | | | 0 | $ - |
| | g | | | | | | | | | 0 | $ - |
| | h | | | | | | | | | 0 | $ - |
| | i | | | | | | | | | 0 | $ - |
| | j | | | | | | | | | 0 | $ - |
| **7** | | **Task 700: Plans, Specifications, and Estimate** | **$ 1,320** | **$ 17,355** | **$ 58,860** | **$ 2,835** | **$ -** | **$ -** | **$ -** | **443** | **$ 80,370** |
| | a | Development of Alternatives | | | | | | | | 0 | $ - |
| | | Conceptual Design (Butler, Herald Ranch, 4th St. north of Butler, | | 20 | 100 | | | | | 120 | $ 21,900 |
| | | Right-of-Way/Utility Impacts | | | | | | | | 0 | $ - |
| | | Estimated Quantities & Costs | | | | | | | | 0 | $ - |
| | | Pre-design meeting with the City | | 2 | 2 | | | | | 4 | $ 750 |
| | b | 30% Plans, Specifications and Estimate Development | | | | | | | | 0 | $ - |
| | | Plan Sheets: | | | | | | | | 0 | $ - |
| | | Cover | | | | | | | | 0 | $ - |
| | | Legend, Notes, and Key Map | | | | | | | | 0 | $ - |
| | | Geometric Control | | | | | | | | 0 | $ - |
| | | Typical Section | | | 4 | 7 | | | | 11 | $ 1,665 |
| | | Details | | | 4 | 7 | | | | 11 | $ 1,665 |
| | | Quantity Summary | | 2 | 4 | | | | | 6 | $ 1,110 |
| | | Paving Plan (design of Butler, Herald RR, 4th, Butler | 4 | 30 | 120 | | | | | 154 | $ 28,330 |
| | | Paving Profile | 2 | 12 | 72 | | | | | 86 | $ 15,740 |
| | | Drainage Plan (Design coordination) | | 8 | 16 | | | | | 24 | $ 4,440 |
| | | Drainage Profile | | | | | | | | 0 | $ - |
| | | Specifications (outline framework) | | 14 | 3 | | | | | 17 | $ 3,270 |
| | | Estimate | | 1 | 2 | 7 | | | | 10 | $ 1,500 |
| | | Corridor Model Development | | | | | | | | 0 | $ - |
| **8** | | **Task 8:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **0** | **$ -** |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| | | | | | | | | | | 0 | $ - |
| **9** | | **Task 9:** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **0** | **$ -** |

# ATTACHMENT C

## Nick Hall

**From:** Alan Adams <adamstrenching@icloud.com>
**Sent:** Tuesday, September 27, 2022 1:47 PM
**To:** Nick Hall
**Cc:** Alan Adams
**Subject:** Butler/Fourth Street improvements

[You don't often get email from adamstrenching@icloud.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification ]

Nick,
I will suggest a “not to exceed without prior approval budget “ for exploratory work to aid in your planning on Butler Avenue.

Locate/pothole budget $15,000.

Locating and pothole work would be done at the cost of $100 / man hour for our “whole toolbox “ as directed by COF and Burgess and Niple. Permits and traffic control would be pass-through with no markup.
Please call with any questions or suggestions.
Thanks -
Alan

Sent from my iPhone

September 27, 2022

Nick Hall, PE, RSP
Burgess and Niple, Inc.
2201 N. Gemini Drive | Suite 116
Flagstaff, AZ 86001

Dear Nick,

Thank you for requesting professional engineering services from JE Fuller/ Hydrology & Geomorphology, Inc. (JE Fuller). This letter outlines our proposed scope of services, and fee estimate related to the Butler Avenue Improvement Project.

## PROJECT UNDERSTANDING

B&N is designing the Butler Avenue Improvements for the City of Flagstaff (COF) and JE Fuller will be a subconsultant providing drainage analysis and design as well as preliminary US Army Corps of Engineers coordination for the project as described in the scope below. The scope is provided for work through the 30% design.

## PROJECT SCOPE

**Task 100: Project Management**

JE Fuller will perform project management and administration tasks to assist B&N in completing these projects. The following is included:

- Project Initiation
- Participate in Kickoff Meeting (one full day for two staff are included)
- Field kick off meeting with project team (one half day for two staff are included)
- Participate in weekly coordination meetings via Zoom throughout the design (32 meetings for one JE Fuller staff are anticipated)
- General project administration, contract coordination, and miscellaneous administration tasks

**Task 200: Land Survey**

No Work included

**Task 300: Project Coordination**

- Developer/Land Owner Meetings (2 meetings and prep are included for one JE Fuller Staff)
- ADOT Meetings (2 meetings and prep are included for one JE Fuller Staff)
- ASLD Meetings (2 meetings and prep are included for one JE Fuller Staff)
- COF Commission Meetings (6 meetings and prep are included for one JE Fuller Staff)
- COF Townhall Meetings (2 meetings and prep are included for two JE Fuller Staff)
- COF Council Meetings (2 meetings and prep are included for two JE Fuller Staff)

**Task 400: Utilities**

No Work Included

**Task 500: Reports**

**Task 500 A: Preliminary Drainage Report**

JE Fuller will prepare a preliminary drainage report which will include the following:

- Existing condition Spruce Ave Wash modeling to reflect published post-fire flow rates (Additional watershed modeling is not included)
- Corrected Effective FEMA HEC-RAS 1D model development
- Determination of FEMA constraints
- Preliminary proposed condition Spruce Avenue Wash Modeling
- Preliminary hydrologic calculations for roadway improvements
- Preliminary stormdrain and catchbasin sizing for roadway improvements
- Report Preparation

*Deliverables: Preliminary Drainage Report*

**Task 500 D: US Army Corps of Engineers – Preliminary Nationwide Permit**

JE Fuller will perform a preliminary jurisdictional delineation for the project based on project photographs, field work and updated aerial imagery. One day of field work is included.

JE Fuller will research applicable Nationwide Permit opportunities and constraints and determine which permit would be applicable.

*Deliverables: Preliminary Jurisdictional Delineation and technical memorandum summarizing NWP opportunities*

**Task 600: Right of Way**

No Work Included

**Task 700: Plans, Specifications, and Estimate**

JE Fuller will work with the project team to develop the plans, specifications, and cost estimate for the project. Some general tasks include:

**Task 700 A: Development of Alternatives:**

- Stormwater basemap preparation
- Preliminary stormdrain and catchbasin layout
- Preliminary grading on Spruce Ave Wash to determine best channel/culvert combination
- General roadway/pipe profile assessment

- Estimated quantities and costs
- Pre-Design meeting with COF

**Task 700 B: 30% Plans, Specifications and Estimate**

JE Fuller will prepare 30% construction documents. The following is included in this task:

- Stormdrain Plan and Profile sheets (Anticipating 12 - 20 scale sheets)
- Spruce Plan and Profile (Anticipating 3 – 20 scale sheets)
- Preparation of Draft Engineers Estimate of Probable Construction Costs for stormwater features

*Deliverables: 30% Plans and engineers estimate*

## FEE ESTIMATE

JE Fuller's estimated time and materials fee is summarized in Table 1 and will be billed at rates in Table 2. The fee includes anticipated reimbursable expenses for travel.

*Table 1 - Fee Estimate*

| **Task** | **Fee** |
|---|---|
| Task 100: Project Management | $ 19,709 |
| Task 200: Land Survey | - |
| Task 300: Project Coordination | $ 9,713 |
| Task 400: Utilities | - |
| Task 500: Technical Memoranda and Reports | $34,233 (Total of 500A and D) |
| Task 500 A: Preliminary Drainage Report | $24,630 |
| Task 500 D: US Army Corps of Engineers – Nationwide Permit | $9,603 |
| Task 700: Plans, Specifications, and Estimate | $41,520 (Total of 700 A and B) |
| Task 700 A: Development of Alternatives: | $16,520 |
| Task 700 B: 30% Plans, Specifications and Estimate | $25,000 |
| **Total** | **$105,175** |

*Table 2 - Billing Rates*

| **Category** | **Rate** |
|---|---|
| Master Engineer | $200 |
| Senior Engineer | $175 |
| Project Engineer | $160 |
| Engineer in Training | $130 |
| Designer | $120 |
| Administrator | $125 |
| Environmental Planner | $130 |

## SCHEDULE

JE Fuller will work with the project team to complete this phase of the project. The fee is built on the assumption that the 30% plans will be completed in 6 to 9 months. If additional time is required, there may be additional fees to cover continued project administration and coordination.

## ASSUMPTIONS

- Survey is not included. JE Fuller is assuming that sufficient survey data will be provided by B&N.
- Preparation of a Technical Support Data Notebook (TSDN), Conditional Letter of Map Revisions, or Letter of Map Revision are not included in this scope.
- No submittals to FEMA will be prepared within this scope.
- No additional post-fire hydrologic modeling is included in this scope.
- NEPA compliance is not included in this scope.

We greatly appreciate the opportunity to work on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
JE Fuller/Hydrology & Geomorphology, Inc.



Joseph Loverich, P.E., CFM
Vice President

| City of Flagstaff<br>Butler-Fourth Improvements<br><br>Scoping/Outreach to 30% Construction Documents | Master Engineer<br>$200.00 | Senior Engineer<br>$175.00 | Project Engineer<br>$160.00 | EIT<br>$130.00 | Designer<br>$120.00 | Admin<br>$125.00 | Environ Planner<br>$130.00 | HOURS<br>TOTAL HOURS | EXPENSES<br>MILES<br>$0.625/MI<br>0.625 | <br>MISC | <br>TOTAL EXPENSES | COST<br>TOTAL FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 100: Project Management** | | | | | | | | | 150 MI | | $94 | $94 |
| a. Project Initiation | | 4 | | | | | | 4 | | | $0 | $700 |
| b. Participate in Kickoff Meeting (one full day for two staff are included) | | 8 | 8 | | | | | 16 | | | $0 | $2,680 |
| c. Progress Meetings (32, 1.5 hour meetings for one staff) | | 48 | | | | | | 48 | | | $0 | $8,400 |
| d. Field Walk with Project Team (1/2 day for two staff plus prep) | | 6 | 6 | | | | | 12 | | | $0 | $2,010 |
| e. Project Administration | 2 | 16 | | | | 21 | | 39 | | | $0 | $5,825 |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 100** | **2** | **82** | **14** | **0** | **0** | **21** | **0** | **119** | **150 MI** | **$0** | **$94** | **$19,709** |
| **Task 200: Land Survey** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 200** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0 MI** | **$0** | **$0** | **$0** |
| **Task 300: Project Coordination** | | | | | | | | | | | | |
| Developer/Land Owner Meetings (2 meetings and prep are included for one JE Fuller Staff) | | 4 | | | | | | 4 | 10 MI | | $6 | $706 |
| ADOT Meetings (2 meetings and prep are included for one JE Fuller Staff) | | 4 | | | | | | 4 | 10 MI | | $6 | $706 |
| ASLD Meetings (2 meetings and prep are included for one JE Fuller Staff) | | 4 | | | | | | 4 | 10 MI | | $6 | $706 |
| COF Commission Meetings (6 meetings and prep are included for one JE Fuller Staff) | | 12 | | | | | | 12 | 40 MI | | $25 | $2,125 |
| COF Townhall Meetings (2 meetings and prep are included for two JE Fuller Staff) | | 10 | 6 | | | | | 16 | 40 MI | | $25 | $2,735 |
| COF Council Meetings (2 meetings and prep are included for two JE Fuller Staff) | | 10 | 6 | | | | | 16 | 40 MI | | $25 | $2,735 |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 300** | **0** | **44** | **12** | **0** | **0** | **0** | **0** | **56** | **150 MI** | **$0** | **$94** | **$9,713** |
| **Task 400: Utilities** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 400** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0 MI** | **$0** | **$0** | **$0** |
| **Task 500: Reports** | | | | | | | | | | | | |
| A: Preliminary Drainage Report | | | | | | | | | | | | |
| Spruce Modeling | | 14 | 24 | | 16 | | | 54 | | | | $8,210 |
| Roadway Modeling | | 14 | 24 | | 16 | | | 54 | | | | $8,210 |
| Preliminary Report | | 14 | 24 | | 16 | | | 54 | | | | $8,210 |
| D: US Army Corps of Engineers – Preliminary Nationwide Permit | 1 | 2 | 24 | | | | 40 | 67 | 20 MI | | $13 | $9,603 |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 500** | **1** | **44** | **96** | **0** | **48** | **0** | **40** | **229** | **20 MI** | **$0** | **$13** | **$34,233** |
| **Task 600: Right-of-Way** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 600** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0 MI** | **$0** | **$0** | **$0** |
| **Task 700: Plans, Specifications, and Estimate** | | | | | | | | | | | | |
| a. Development of Alternatives | | 24 | 32 | | 60 | | | 116 | | | $0 | $16,520 |
| b. 30% Plans, Specifications, and Estimate Development | 1 | 32 | 60 | | 80 | | | 173 | | | $0 | $25,000 |
| | | | | | | | | | | | | |
| **SUBTOTAL TASK 700** | **1** | **56** | **92** | **0** | **140** | **0** | **0** | **289** | **0 MI** | **$0** | **$0** | **$41,520** |
| **TOTAL** | **4** | **226** | **214** | **0** | **188** | **21** | **40** | **693** | **320 MI** | **$0** | **$200** | **$105,175** |

# ATTACHMENT E

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

CELEBRATING 35 YEARS

August 26, 2022
Proposal No. 12PCT02-00427

Mr. Nick Hall, P.E., RSP
Transportation Project Manager
Burgess & Niple, Inc.
2201 Gemini Drive, Suite 116
Flagstaff, Arizona 86001

Subject: Proposal to Provide Geotechnical Engineering Services
City of Flagstaff
Butler-Fourth Improvements Project
Flagstaff, Arizona

Dear Mr. Hall:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and our subsequent conversation. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

## SITE/PROJECT DESCRIPTION

The project includes the design and construction of roadway, stormwater and utility improvements on Butler Avenue from Little America to Sinagua Heights; Fourth Street from Warm Springs Trail/Sparrow Avenue to the upcoming Canyon Del Rio development south of Butler Avenue; and Herold Ranch Road from Butler Avenue to about 2,300 feet south within the City of Flagstaff, Arizona. The roadway improvements are planned to include a full removal/replacement of the existing pavement, multi-use paths and new roundabouts; as well as draining features, like box culverts. Some minor site grading (+/- 5 feet vertically) will be needed to support the new roadways. The new stormwater and utility improvements are assumed to be situated within or near the above-mentioned roadway improvement alignments and will extend 15 or less feet deep.

## SCOPE OF SERVICES

The geotechnical scope of services we will perform for the phase of the project are summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.

- Obtain City of Flagstaff permission to conduct the field work.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Conduct a field trip to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 to evaluate utility locations at our boring locations prior to drilling.
- Perform a geotechnical exploration, which will include the excavating of seven soil borings extended up to 15 feet below the ground surface. These borings will be advanced with a truck mounted drill rig using hollow-stem augers.
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report to include the logs of the exploratory boring and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
    - Site vicinity map and boring plan map;
    - Description of work scope, laboratory, and field procedures;
    - Encountered subsurface soil and groundwater conditions;
    - Geologic hazards;
    - Excavation characteristics of on-site soil;
    - Earthwork factors;
    - Safe side slope stability;
    - Vertical shoring;
    - Potential for re-use of on-site soils;
    - Bedding;
    - Backfilling;
    - Subgrade preparation measures;
    - Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;
    - Roadway and multi-use path pavement design;

- Box culvert foundation support;
- Recommendations relative to site drainage; and
- Discussion of soil corrosivity to steel and concrete.

## ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- No pavement coring will be performed.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- If auger refusal is encountered, we will terminate the drilling and notify your office.
- Some ground disturbance should be expected as a result of our field work.

## SCHEDULE

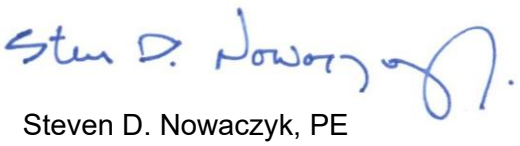
The fieldwork should be finished within about four weeks after we receive right of entry permission. We anticipate issuing our report within about eight weeks from the date we receive we receive right of entry permission. Preliminary recommendations can be provided about two weeks after the field work is done.

## FEE

We propose to perform the above tasks for a lump sum fee of $27,500 (Twenty-Seven Thousand Five Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
**NINYO & MOORE**



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/hmf

Attachment: Work Authorization and Agreement

# ATTACHMENT F

LOGANSIMPSON

September 13, 2022

Nick Hall, P.E., RSP
Transportation Project Manager
Burgess & Niple, Inc.
2201 N. Gemini Drive, Suite 116
Flagstaff, AZ 86001
Via email: **Nick.Hall@burgessniple.com**

Subject: Butler–Fourth Improvements Project Class I Cultural Resources Study

Dear Mr. Hall:

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate for conducting preliminary cultural resources tasks for the Butler–Fourth Improvements Project. This Scope of Work encompasses a Class I Cultural Resources Study and associated Letter Report to identify known historic properties in the project area, to assess potential impacts of the project on the significance and integrity of those properties, and recommendations for mitigating potential impacts to identified historic properties. The work described in this proposal will be completed following issuance of a Notice to Proceed and will be invoiced on a fixed fee basis upon submittal of the project deliverables. Logan Simpson can initiate the work within 5 business days of receiving an executed contract. We will submit the Letter Report within 10 business days after completion of cultural resources records review. Logan Simpson's estimate for the proposed work is **$5,491**.

Should you have any questions, please do not hesitate to contact me via email at ttsouras@logansimpson.com or by phone at (928) 600-4947. We look forward to working with you on this project.



Ted Tsouras, M.A., RPA
Assistant Director, Cultural Resources
ttsouras@logansimpson.com

Attachments: Scope of Work and Fee Estimate

LOGANSIMPSON

## INTRODUCTION

Logan Simpson understands that the City of Flagstaff has requested that a Class I Cultural Resources Study be undertaken prior to planned improvements along Butler Avenue and Fourth Street in Flagstaff, Arizona. The roughly 27.3-acre project area is located within Sections 13, 23, and 24 of Township 21 North, Range 7 East and passes through City of Flagstaff-owned land, privately owned land, and land owned by the Arizona State Land Department (ASLD). In addition to compliance with Flagstaff Zoning Code Section 10-30.30, the planned improvements are subject to compliance with the Arizona Antiquities Act (A.R.S. § 41-841 et seq.), as well as the state laws concerning the treatment of human remains on municipal and state lands (A.R.S. § 41 844) and private lands (A.R.S. § 41-865) within Arizona. The Class I Cultural Resources Study is designed to provide a due diligence evaluation of whether any cultural resources are present within the project area that may be eligible for inclusion on the Arizona and National Registers of Historic Places (A/NRHP) or that could potentially contain human remains.

### SCOPE OF WORK

#### Task 1. Background Research

Upon notification of contract award, and notice to proceed, Logan Simpson will conduct a records review to identify the nature and scope of previous archaeological investigations and documented historic properties within the project area and a surrounding half-mile buffer area. Relevant records will be examined from the National Register Information System (NRIS), an online database of properties that have been listed on the NRHP; and AZSITE, an online database of documented cultural resources within the state that is maintained by the Arizona State Museum (ASM). Additionally, historical documents, such as General Land Office (GLO) and United States Geological Survey (USGS) maps, will be evaluated for potentially undocumented historic properties.

Preliminary research and review of the AZSITE database indicates that portions of the project area have been systematically surveyed for cultural resources and others have not. Some of the previous surveys are relatively recent, while some are several decades old; therefore, the project area may require an updated Class III pedestrian cultural resources survey in accordance with Arizona State Historic Preservation Office (SHPO) Guidance Point No. 5 (*Relying on Old Archeological Survey Data*).

#### Task 2. Letter Report

Logan Simpson will prepare a Letter Report that presents the results of the Class I background research. The Letter Report will contain maps showing previous cultural resources inventories and known historic properties within the project area and surrounding half-mile buffer, A/NRHP-eligibility recommendations, as appropriate, and recommendations for the treatment, preservation, or avoidance of A/NRHP eligible cultural resources that could be impacted by ground-disturbing activities. Logan Simpson will also evaluate previous Class III surveys and determine whether an updated Class III pedestrian cultural resources survey is warranted in accordance with SHPO Guidance Point No. 5.

The report will be subjected to a three-stage Quality Assurance/Quality Control process, which includes a technical review of all data by the Principal Investigator and a content review to ensure clarity and compliance with City of Flagstaff and SHPO standards. We anticipate submitting the draft Letter report to Burgess & Niple within 10 business days of completing the Class I background research. Logan Simpson will revise the report based upon one round of comments from Burgess & Niple and the City of Flagstaff Historic Preservation Officer (HPO).

### ASSUMPTIONS

- Logan Simpson assumes that approximately 27.3 acres and a 0.5-mile buffer will require background research for the Class I Cultural Resources Study and no Class III pedestrian survey will be required. If additional areas are required for the Class I study or Class III pedestrian survey is necessary, a cost modification will be required.

- This Scope of Work and Fee does not include the development of a Historic Properties Treatment Plan, site flagging, archaeological construction monitoring, archaeological testing, archaeological data recovery, inventory of historic buildings or structures, HAER or HABS documentation, archival research, tribal outreach, or ethnographic research.
- Logan Simpson assumes a Letter Report will be sufficient for the initial Class I Cultural Resources Study. If a Phase I or Phase 2 Cultural Resource study is required, a cost modification will be required.
- This Scope of Work and Fee does not include curating project-related materials or project registration with ASM.

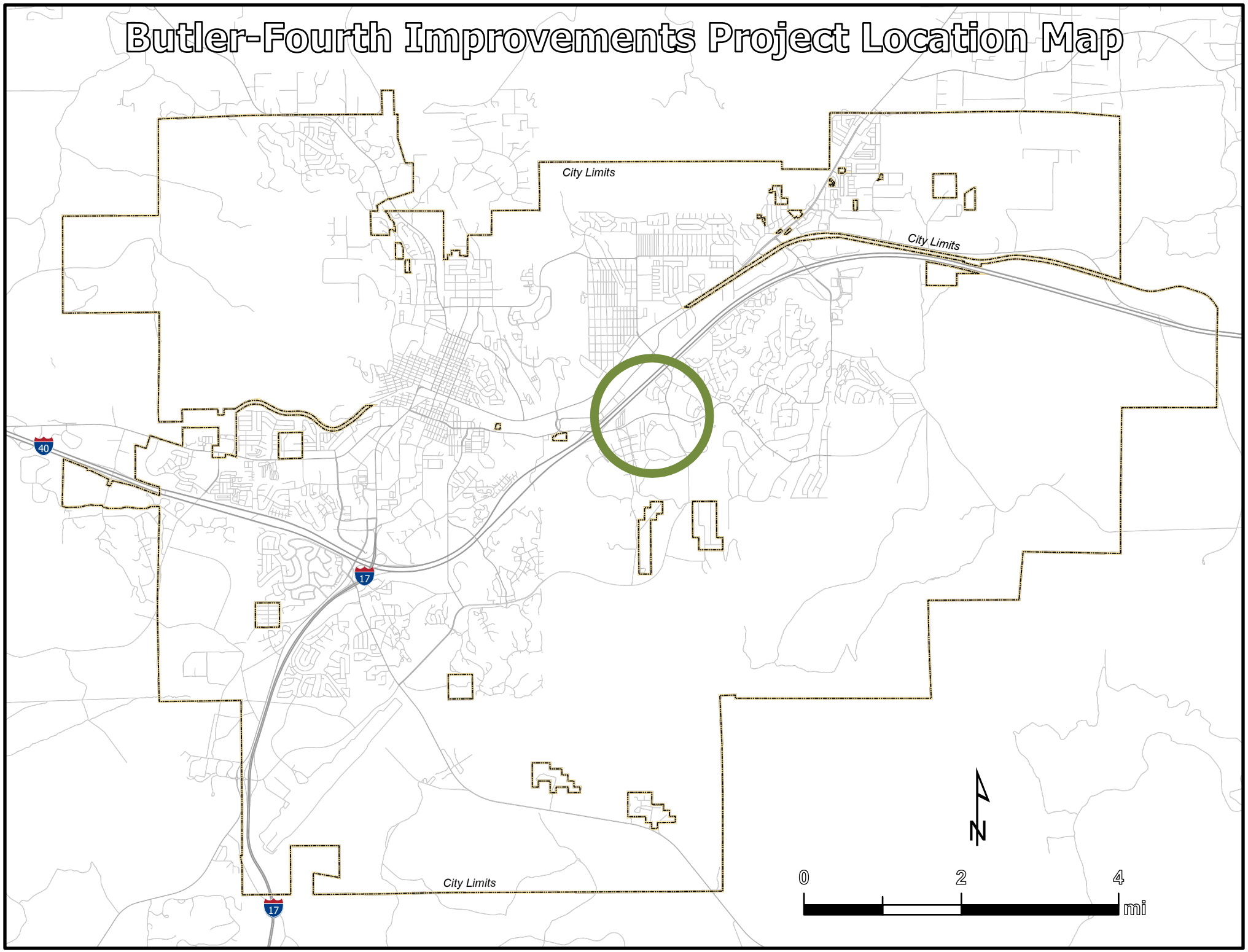
## ESTIMATED FEE

The cost for our services, including coordination, Class I records review, and Letter Report production is based on the Scope of Work outlined above and estimates of time required to complete the work tasks. This work will be invoiced on a fixed fee/lump sum basis upon submittal of the project deliverables, i.e., the final draft of Letter Report. Logan Simpson estimates the fee for this work to be **$5,491**.

**Project Fee Estimate**

| Task | Fee |
|---|---|
| Project Coordination and Background Records Review | $3,448 |
| Letter Report Production | $2,043 |
| **Total Anticipated Cost** | **$5,491** |

# Butler-Fourth Improvements Project Location Map



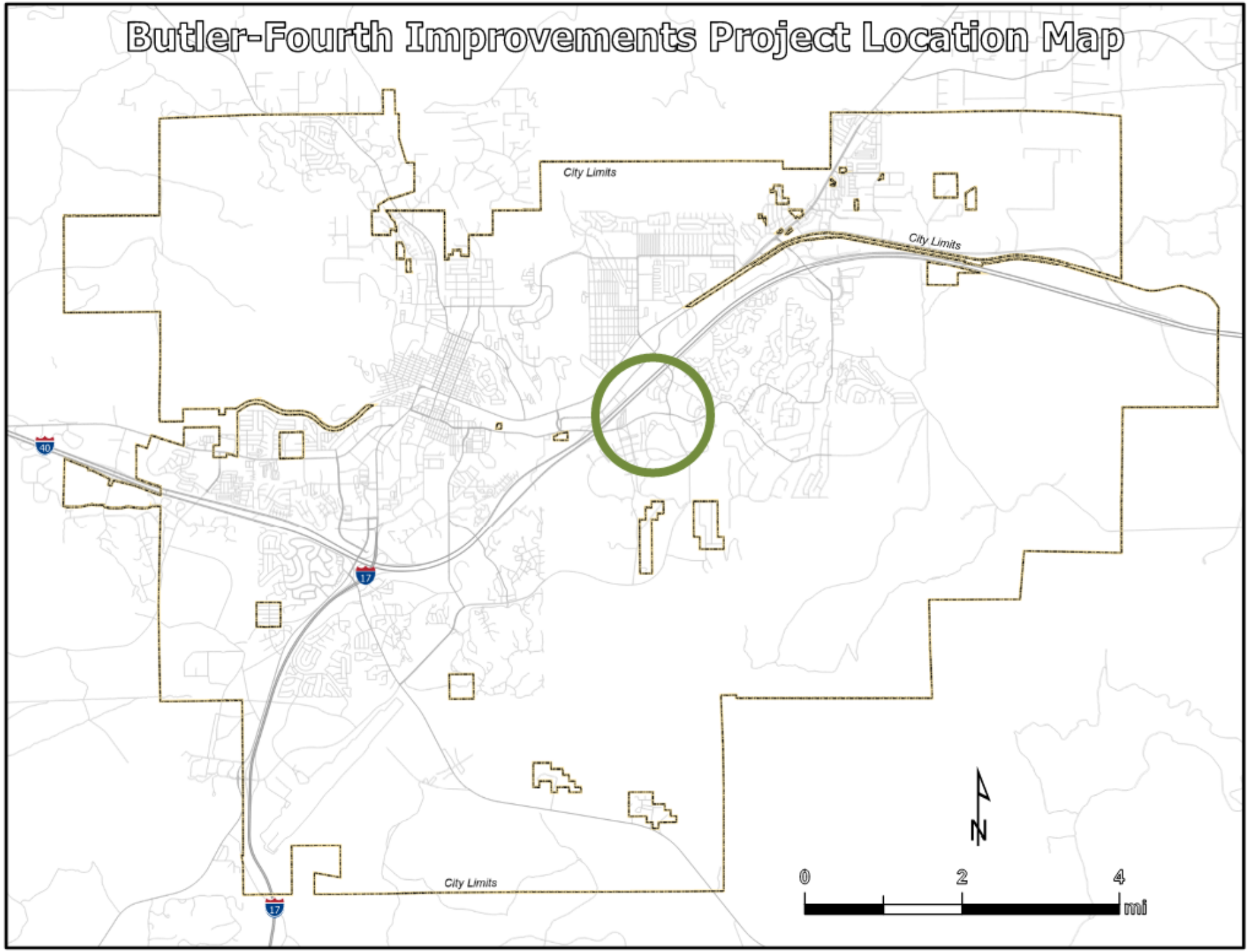
# Butler-Fourth Improvements (Butler Avenue Widening) Professional Engineering Services Contract

**November 1, 2022**

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

# Butler-Fourth Improvements Project Location Map




TEAM FLAGSTAFF
WE MAKE THE CITY BETTER




# Butler-Fourth Improvements

-Approximate Project Limits

0 380 760 1,520 2,280 3,040

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

8/9/2021 2:42 PM

TEAM FLAGSTAFF
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# Butler-Fourth Improvements

## Consideration and Approval of Contract:

Approve the Professional Engineering Services Contract with Burgess & Niple, Inc. in the amount of $716,401.00 for the Butler-Fourth Improvements Project.

## Staff Recommended Action:

1. Approve the Professional Engineering Services Contract with Burgess & Niple, Inc. in the amount of $716,401.00 and a contract duration of 300 calendar days;
2. Authorize the City Manager to execute the necessary documents.

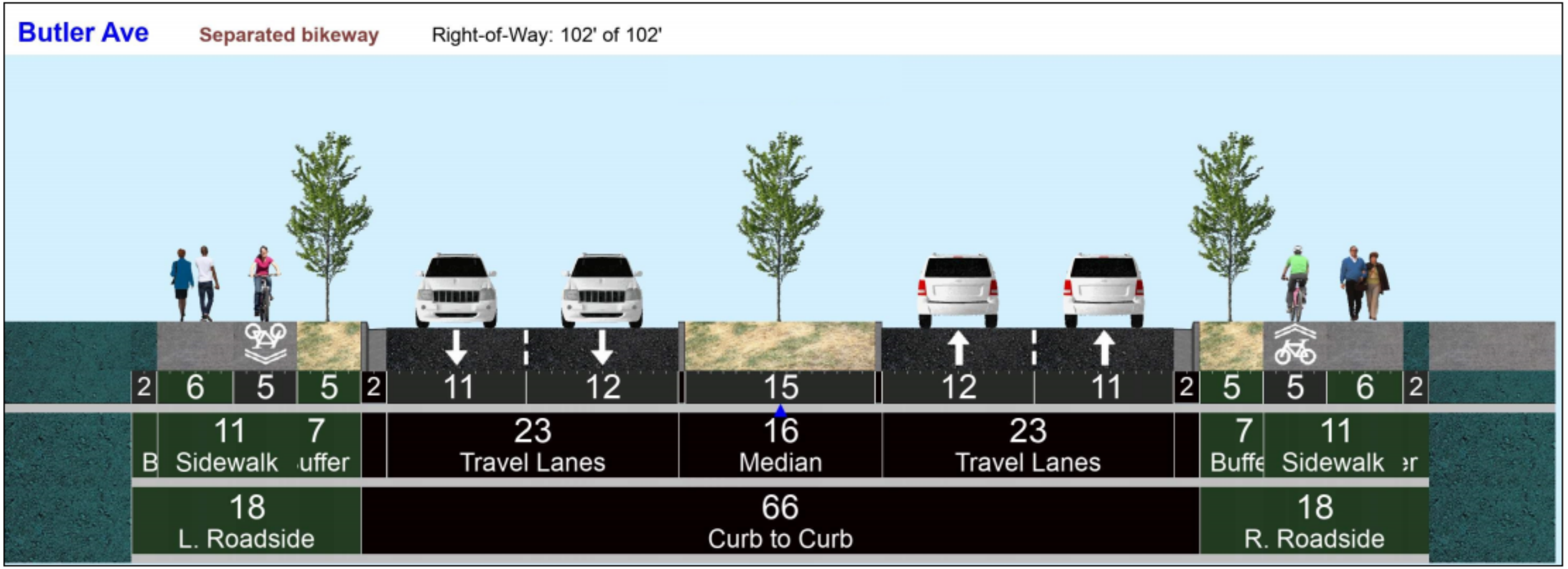
# Project Background

- Funded by the City of Flagstaff Transportation Tax, Proposition 403("old tax"), which was approved by voters in May 2000 and Proposition 419 ("new tax"), which was approved by voters in November 2018
- Preliminary project work took place in 2005-06 and in 2007-08
  - Roadway alignment and cross sections
  - Herold Ranch Roundabout
- Private Development
  - Coordination, Cash in Lieu Contributions, and Right-of-Way

# Butler-Fourth Improvements

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

## Current Proposed Cross Section



# Butler-Fourth Improvements

## Project Considerations

- Butler-Fourth Intersection:
  - A roundabout and separated crossing for a FUTS trail will be investigated
  - If signalized, will incorporate enhanced pedestrian and bicycle treatments
  - Intersection will be raised to reduce flooding impacts
- Herold Ranch Road:
  - Roundabout and driveway realignments
- ITS/Fiber Conduits
- Stormwater Infrastructure

# Project Chartering and Scoping

- Upon award of design contract, initial efforts will consist of:
  - Compiling existing project information, preparation of exhibits, conceptual designs, and feasibility analyses based on existing scope
  - Public Town Hall and Stakeholder Meetings
  - Commissions
    - Transportation
    - Pedestrian Advisory
    - Bicycle Advisory
  - City Council

# Butler-Fourth Improvements

## Project Schedule

- Following Public Outreach and reaching consensus/direction, Project proceeds to 30% design.
- Phase B will take project to final design
  - Contract modification
- A CMAR Contractor will be brought into the project at 60% design stage
  - The contract will be awarded by City Council

**Project Schedule**

- Design: 2023-24
- Construction Start: 2024
- Construction Completion: 2025/26

# Butler-Fourth Improvements

## Questions



**12. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Jolene Montoya, Industrial Pretreat Supervisor

**Co-Submitter:** Steve Camp

**Date:** 10/25/2022

**Meeting Date:** 11/01/2022

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**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-30:** An ordinance amending City Code to align City Code and industrial discharge permits with the language in Environmental Protection Agency (EPA) 40, and Code of Federal Regulations (CFR) 403.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022 Council Meeting:

1) Read Ordinance No. 2022-30 by title only for the first time
2) City Clerk reads Ordinance No. 2022-30 by title only (if approved above)

At the November 15, 2022 Council Meeting:

3) Read Ordinance No. 2022-30 by title only for the final time
4) City Clerk reads Ordinance No. 2022-30 by title only (if approved above)
5) Adopt Ordinance No. 2022-30

**Executive Summary:**

Water Services is proposing the following changes after an audit was conducted by PG Environmental as an agent for the Arizona Department of Environmental Quality (ADEQ) in June 2022. There are 3 proposed code changes that will align the verbiage found in EPA 40 CFR 403 with City Code and Industrial discharge permits.

- Change code to require a resampling event to be conducted *and* results submitted to the City within 30 days. Current code requires only a resampling event to be completed within 30 days. This change is required to meet current EPA regulations.
- Require facilities and City to extend record retention for unresolved litigation or when requested by the State director or EPA Regional Administrator. Current code only requires a three-year record retention.
- Change the definition of the manager in the signatory requirement to match the updated EPA language.

Flagstaff Water Services has reached out to all the permitted industries with the specific information, published information on the Flagstaff Water Services' website, and made a presentation to the Water Commission.

**Financial Impact:**

None.

Flagstaff Water Services contacted the industrial users impacted by the change. The change is only to the timeframe for submitting results to the City after an exceedance. The change does not incur any additional sampling costs for the industries.

**Policy Impact:**

The City of Flagstaff has a pretreatment program as directed by the Arizona Pollution Discharge Elimination System (AZPDES) permits for both water reclamation plants. This program issues discharge permits to industries that qualify under the classifications found in City code 7-02-001-0009. These proposed changes will align the City code to match EPA language to keep the City of Flagstaff in compliance with ADEQ and EPA. The impact to the current permitted industrial users will be minimal.

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

The changes to the pretreatment program support the Priority Based Budget Key Community Priorities and Objectives Environmental Stewardship - Promote, protect, & enhance a healthy, sustainable environment & its natural resources by aligning itself closely with EPA regulations.

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

Water Services provided a presentation to the Water Commission on September 15, 2022.

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**Attachments:** Ord. 2022-30
7-02 changes presentation

**ORDINANCE NO. 2022-30**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING CITY CODE *7,* HEALTH AND SANITATION, CHAPTER 02-001-0010, *INDUSTRIAL SELF-MONITORING*; AND CHAPTER 02-001-0012, *SIGNATORY REQUIREMENTS*; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff is required by the Arizona Department of Environmental Quality to manage waster; and

WHEREAS, the City of Flagstaff has established policies, codes and regulations related the treatment of wastewater; and

WHEREAS, the City of Flagstaff continues to create and improve policies, codes and regulations related to the treatment of wastewater; and

WHEREAS, the City of Flagstaff requires industrial users of the City's wastewater treatment system to comply with said policies, codes and regulations; and

WHEREAS, the requirements found in Flagstaff's City Code related to industrial self-monitoring are updated when needed; and

WHEREAS, Section 7-02-001-0010 of the Flagstaff City Code which is entitled "Industrial Self-Monitoring" and Section 7-02-001-0012 of the Flagstaff City Code which is entitled "Signatory Requirements" both contain numerous regulations related to industrial users; and

WHEREAS, from time to time, the City Council for the City of Flagstaff can update, add to, or amend the Industrial Self-Monitoring and Signatory Requirements to provide for additional methods and requirements improving the same; and

WHEREAS, the City Council has determined that industrial self-monitoring and the signatory requirements related thereto should be regulated to further improve wastewater treatment in the City of Flagstaff.

**ENACTMENTS:**

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

SECTION 1. City Code Title 7, *Health and Sanitation*, Chapters 02-001-0010, *Industrial Self-Monitoring*, is hereby amended as follows:

**7-02-001-0010 Industrial Self-Monitoring**

A. Significant industrial users, at the user's expense, must provide safe and convenient

access for sampling by the City. A City approved manhole must be provided from which a sample that is representative of the total discharge can be taken. There must be unobstructed access to the open flow in the manhole so that a grab sample can be taken and so that sampling equipment can be set up in the manhole.

B. Sampling and analysis must be performed by significant industrial users, at their own expense, at least twice each year, in two (2) separate quarters, (January – March and July – September), and results of such sampling submitted to the City before the last day of each respective quarter or as directed by the City.

C. If a test result is not within the limits of this chapter or the categorical standards from any semiannual sampling, completed by the permitted industrial user, the industrial user shall immediately notify the City within twenty-four (24) hours of becoming aware of the violation (i.e., issuance of final lab report). The industrial user, or the City if they so choose, shall repeat the sampling AND ANALYSIS AND SUMBIT THE RESULTS OF THE REPEAT ANALYSIS within thirty (30) days ~~of~~ after becoming aware of the violation, or more often if it is determined to be necessary by the City.

D. Grab samples must be used when sampling for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics.

E. Twenty-four (24) hour composite samples must be obtained through flow-proportional composite sampling techniques, where feasible. The City may waive flow-proportional composite sampling for any industrial user that demonstrates that flow proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

F. The flow must be measured by the industrial user at the time that the sample is taken, according to 40 CFR 403.12.

G. The methods of sampling must be performed in accordance with 40 CFR 136 and any other applicable Federal, State, or local requirements. The sampling location and type must be approved by the City. An authorized representative of the industry (see Section 7-02-001-0012) shall sign and submit with these sample results, a statement verifying the validity of the methods and location.

H. All records of sampling, analysis and flows must be kept by the industrial user and the City for at least three (3) years. All records must be available to the City upon request. THIS PERIOD OF RETNETION SHALL BE EXTENDED DURING THE COURSE OF ANY UNRESOLVED LITIGATIONS REGARDING THE INDUSTRIAL USWER OR POTW OR WHEN REQURESTED BY THE STATE DIRECTOR OR THE EPA REGIONAL ADMINISTRATOR.

SECTION 2. City Code Title 7, *Health and Sanitation*, Chapters 02-001-0012, *Signatory Requirements*, is hereby amended as follows:

**7-02-001-0012 Signatory Requirements**

A. The reports required by this chapter must be signed as follows:

1. By a responsible corporate officer, if the industrial user submitting the reports is a

corporation. For the purpose of this subsection, a responsible corporate officer means:

a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one (1) or more manufacturing, production, or operation facilities, PROVIDED, THE MANAGER IS AUTHORIZED TO MAKE MANAGEMENT DECISIONS WHICH GOVERN THE OPERATION OF THE REGULATED FACILITY INCLUDING HAVING THE EXPLICIT OR IMPLICIT DUTY OF MAKING MAJOR CAPITAL INVESTMENT RECOMMENDATIONS, AND INITIATE AND DIRECT OTHER COMPREHENSIVE MEASURES TO ASSURE LONG-TERM ENVIRONMENTAL COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS; CAN ENSURE THAT THE NECESSARY SYSTEMS ARE ESTABLISHED OR ACTIONS TAKEN TO GATHER COMPLETE AND ACCURATE INFORMATION FOR CONTROL MECHANISM REQUIREMENTS; AND ~~employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000.00) (in second quarter one thousand nine hundred eighty dollars ($1,980.00), if~~ WHERE authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. By a general partner or proprietor if the industrial user submitting the reports is a partnership or sole proprietorship respectively.

3. By a duly authorized representative of the individual designated in subsection (A)(1) of this section if:

a. The authorization is made in writing by the individual described in subsection (A)(1) of this section;

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

c. The written authorization is submitted to the City of Flagstaff, Water Services Division.

4. If an authorization under subsection (A)(3) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of subsection (A)(3) of this section must be submitted to the Division prior to or together with any reports to be signed by an authorized representative.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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

SECTION 5. 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 6. 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 15th day of November, 2022.

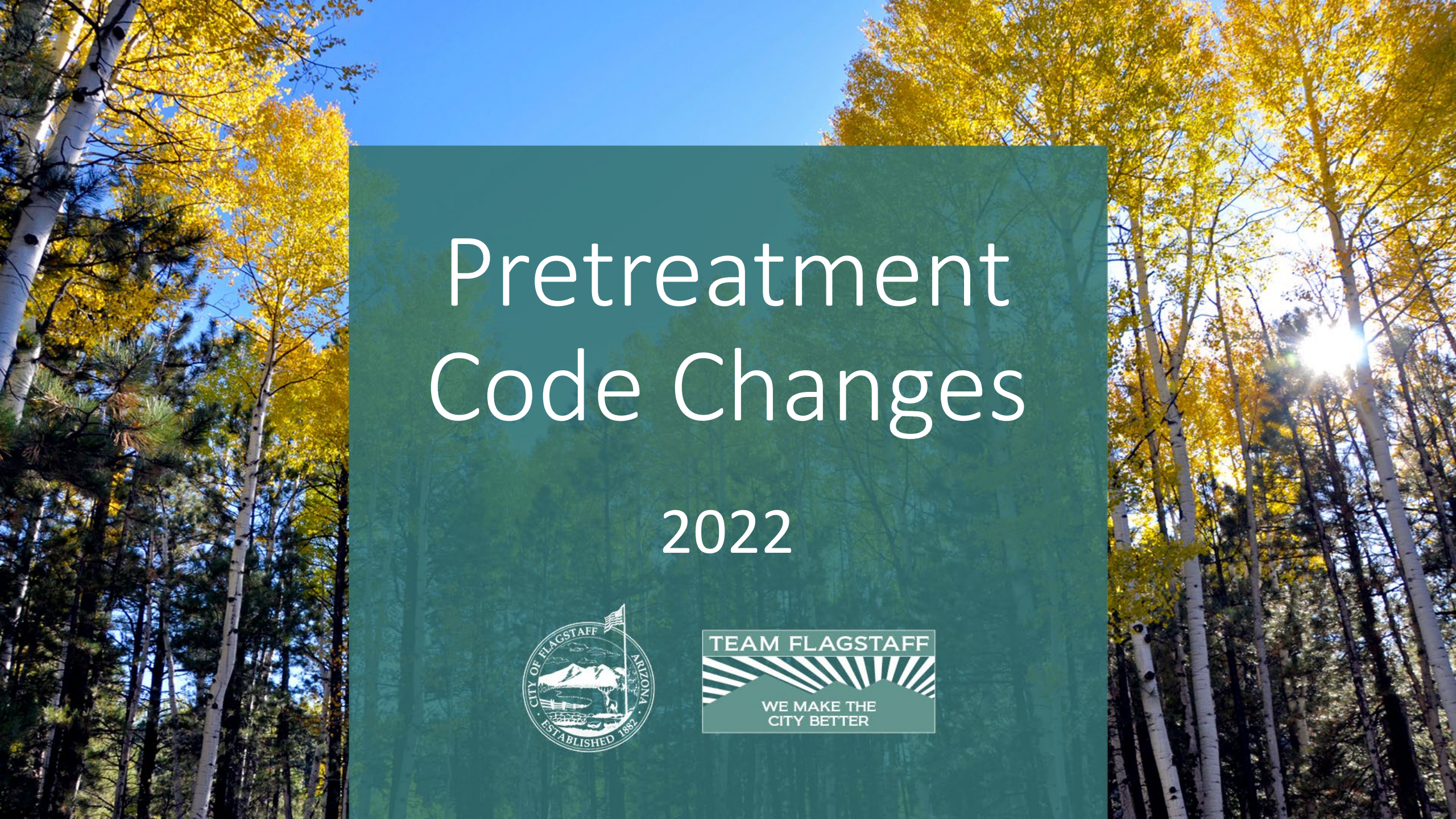
_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY



# Pretreatment Code Changes

2022

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

# Pretreatment Code Changes

## Need:

- Change 3 pieces of code to match EPA 40 CFR 403



## Why:

- PG Environmental (agent of ADEQ) completed a Pretreatment Program Audit on June 7th, 2022.
- Found industrial discharge permit language and sewer use ordinances (SUO) not consistent with EPA language.

# Who will this affect?

- Current and future industries that hold COF Industrial Discharge Permits

NAU

Joy

GORE

Flagstaff Medical Center
Northern Arizona Healthcare

Mission Linen Supply
1930 • 90 YEARS • 2020

Nestlé PURINA

# What are the changes:

## 7-02-001-0010: Industrial Self-Monitoring

### Current:

- The industrial user, or the City if they so choose, shall repeat the sampling within thirty (30) days of becoming aware of the violation, or more often if it is determined to be necessary by the City.

### Proposed:

- The industrial user, or the City if they so choose, shall repeat the sampling and analysis and submit the results of the repeat analysis within thirty (30) days after becoming aware of the violation, or more often if it is determined to be necessary by the City.

# What are the changes:

## 7-02-001-0010: Industrial Self-Monitoring

### Current:

- All records of sampling, analysis and flows must be kept by the industrial user and the City for at least three (3) years. All records must be available to the City upon request.

### Proposed:

Addition:

- This period of retention shall be extended during the course of any unresolved litigation regarding the Industrial User or POTW or when requested by the State Director or the EPA Regional Administrator.

# What are the changes:

## 7-02-001-0012: Signatory Requirements

### Current:

- The manager of one (1) or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000.00) (in second quarter one thousand nine hundred eighty dollars ($1,980.00), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

### Proposed:

- The manager of one (1) or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

# What is Next?

- 30-day Public outreach plan
  - Water Commission meeting – Sept. 15th
  - Permitted industry specific letter with option of meeting
  - Information on Water Services website
- First read before Council – Nov. 1st



# Questions?

TEAM FLAGSTAFF

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# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Martin Ince, Multi-Modal Planner |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-50:** A resolution of the Flagstaff City Council adopting the Active Transportation Master Plan

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-50 by title only
2) City Clerk reads Resolution No. 2022-50 by title only (if approved above)
3) Adopt Resolution No.2022-50

**Executive Summary:**

This resolution will adopt the City's Active Transportation Master Plan (ATMP), a guide to enhance walking and biking by making them more useful, comfortable, safe, attractive and convenient as modes of transportation. Over the years, a variety of City of Flagstaff plans and policy documents have highlighted the importance of walking and biking, starting with the Flagstaff Regional Plan. The ATMP advances the City's vision and goals for walking and biking by providing direction and details on becoming a more pedestrian- and bicycle-friendly community.

**Financial Impact:**

The ATMP helps guide City capital expenditures, through identification and prioritization of a variety of pedestrian and bicycle projects to be built over the next 20 years with funding from the transportation sales tax and First Mile Last Mile grant. The plan also positions the City to pursue grants and other opportunities to build walking and biking infrastructure.

Adoption of the ATMP does not have a direct financial impact; however in the future additional funding and staff resources will be required to implement programmatic recommendations in the plan. Additional maintenance resources will also be needed to take care of new pedestrian and bicycle infrastructure as recommended in the draft ATMP.

**Policy Impact:**

The ATMP does not change existing Regional Plan goals and policies relevant to walking and biking, but it does provide additional detail regarding how to implement them. The document also includes its own goals, policies, and strategies for walking and biking. There are 32 policies organized around six topics – infrastructure, maintenance and operations, support and encouragement, safety, transportation and land use planning, and evaluation – as well as a long list of detailed strategies and actions for each of the 32 policies.

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

**Priority Based Budget Key Community Priorities and Objectives**

Safe & Healthy Community
Foster a safe, secure, and healthy community

Inclusive & Engaged Community
Advance social equity and social justice in Flagstaff
Enhance community outreach and engagement opportunities
Ensure city facilities, services, and programs are accessible for all residents

Sustainable, Innovative Infrastructure
Deliver outstanding services to residents through a healthy, well maintained infrastructure system
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs
Identify smart traffic management, multi-modal transportation, and alternative energy opportunities

Livable Community
Provide amenities and activities that support a healthy lifestyle

Environmental Stewardship
Implement sustainable building practices and alternative energy and transportation options
Implement, maintain and further the Climate Action and Adaptation Plan (CAAP)

**Carbon Neutrality Plan**

Goal: Equitable Systems
Strategies
ES-1: Incorporate equity as a foundational element of every climate action the City develops and implements.
ES-2: Proactively engage community members on an ongoing basis.

Goal: Decreased Dependence on Cars
Strategies:
DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Goal: Electric Mobility
Strategies
EM-2: Welcome electric micro-mobility devices as legitimate, healthy, affordable, and low-carbon modes of transportation.

**Regional Plan**

Goal T.1. Improve mobility and access throughout the region.
Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.
Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.
Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for

vehicular travel to reduce peak period traffic.

Goal T.2. Improve transportation safety and efficiency for all modes.
Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.
Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.

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.
Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.
Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.
Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.
Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.
Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.
Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.
Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.
Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, enforcement, and detailed crash analyses.
Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.
Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.
Policy T6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.

Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.
Policy T.7.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals, including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.

Goal T.9. Strengthen and support rail service opportunities for the region’s businesses and travelers.

Policy T.9.4. Increase the number of grade-separated railroad crossings.

Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.
Policy T.10.2. Improve multimodal access and service to and from the airport including transit, bicycle, and parking services.

Goal T.11. Build and sustain public support for the implementation of transportation planning goals and policies, including the financial underpinnings of the Plan, by actively seeking meaningful community involvement.
Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.
Policy T.11.3. Include and involve all segments of the population, including those potentially underrepresented such as the elderly, low-income, and minorities
Policy T.11.4. Attempt to equitably distribute the burdens and benefits of transportation investments to all segments of the community.

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

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 OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

Goal E.1. Increase energy efficiency.
Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:
a. Public transportation
b. Bicycles
c. Pedestrians

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.
Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.
Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Goal CC.5. Support and promote art, science, and education resources for all to experience.
Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and

connected places.
Policy LU.1.4. Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Goal LU.2. Develop Flagstaff ’s Greenfields in accordance with the Regional Plan and within the growth boundary.
Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff’s favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.

Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth.
Policy LU.10.1. Prioritize connectivity within all urban neighborhoods and activity centers.
Policy LU.10.2. Support on-street parking, shared lots, and parking structures.
Policy LU.10.7. Invest in infrastructure and right-of-way enhancements that favor the pedestrian and transit as an incentive for private investment in urban neighborhoods and activity centers.

Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown’s status as the best-served and most accessible location in the region.
Policy LU.12.1. Invest in downtown’s streets and sidewalks so that they remain Flagstaff’s premiere public spaces.
Policy LU.12.7. Provide multiple routes and pathways for vehicular and pedestrian movement.
Policy LU.12.8. Provide for strong connections from the Flagstaff Medical Campus to the Northern Arizona University campus via pedestrian paths, bicycle connections, streets, and transit service.
Policy LU.12.9. As defined in the FUTS Master Plan, include trail access points, bicycle parking, and bicycle facilities.

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.
Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.
Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborwoods.

Goal LU.14. Maintain the character of existing rural communities.
Policy LU.14.4. Connect rural neighborhoods using roads, trails (equestrian, foot, and bicycle), and public access to the National Forest.

Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors,
research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.
Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.

Goal LU.19. Develop a manageable evolution of the main corridors into contextual place makers.
Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

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

No

**Options and Alternatives:**

Option A. Adopt Resolution 2022-50 as submitted and adopt the Active Transportation Master Plan
Option B. Adopt Resolution 2022-50 with changes
Option C. Do not adopt Resolution 2022-50

**Background/History:**

The ATMP is intended to serve as a guide to making walking and biking in Flagstaff more convenient, useful, comfortable, attractive, and safe. The Flagstaff Regional Plan describes an overall vision for transportation and lists a variety of goals of policies to achieve the vision, including a number of goals and policies directly related to walking and biking. The ATMP will provide the details to advance the overall vision and implement the goals and policies.

**Key Considerations:**

The intent of the ATMP

- Provide policy guidance to advance the transportation goals and vision of the Regional Plan
- Establish specific goals and strategies to support and promote walking and biking
- Identify and prioritize needed pedestrian and bicycle infrastructure
- Set forth planning and design guidance for walking and biking
- Facilitate a fundamental change (the Big Shift) in Flagstaff's approach to transportation planning

Plan contents

1 Introduction: describes the policy context, how the plan was developed, and how it will be used; closed with a list of guiding principles and a description of an overall approach.

2 Current conditions: provides an accounting of the current status of walking and biking, based on existing facilities, mode share, crash data, and national indicators.

3 Goals and policies: includes specific goals for walking and biking, as well as 32 policies organized around six topics. Appendix A supplements this chapter with a list of potential strategies and actions for each of the 32 policies.

4 Outcomes, indicators, and targets: lists desired results and measures, and establishes attainable targets for the short and long term.

5 Implementation: describes a broad range of opportunities to implement the plan, including priority actions for the first year and first five years.

6 Planning considerations: a discussion of how walking and biking fit into the larger contexts of transportation and land use planning.

7 Design guidance: provides information on design considerations for pedestrian and bicycle facilities, as well as streets and intersections.

8 Infrastructure recommendations:

How the plan is used

- Goals and policies in the ATMP can provide guidance on walking and biking for other planning documents, including the Regional Plan and the Regional Transportation Plan.
- The ATMP includes a prioritized list of pedestrian and bicycle infrastructure projects that will be included in the City's five-year capital program.
- Policies and strategies can be reflected in the City's performance-based budgeting process and incorporated into budget requests, strategic plans, and work programs.

- The ATMP does not create any new standards or regulations, but it can be used to help identify revisions to the Zoning Code and Engineering Standards to support walking and biking. The document can also inform how City processes and practices can be made more walk and bike friendly.
- The ATMP also does not create any new requirements for private development, but it can serve as guidance for pedestrian and bicycle accommodation.
- Design and planning guidance can also be used with other City capital projects that includes pedestrian and bicycle components, like new roadway projects.

Guiding principles

- Walking and biking are important to Flagstaff and reflect the values of the community.
- Flagstaff has a significant opportunity to expand walking and biking, but it takes a concerted effort by the City
- More people will choose to walk and bike when it is comfortable, convenient, and useful
- Walking and biking are critical elements of a robust transportation system
- Walking and biking are integral parts of a larger context of land use, community character, and street design.
- Mobility – the ability to travel freely to access our daily needs and activities – is a fundamental human need.
- Better transportation options and enhanced mobility support equity
- Sustainable transportation options are critical to meeting the City's carbon neutrality goals
- Active transportation supports a healthy and resilient economy

Recommended approach

- Be more transformational than incremental
- Prioritize pedestrians and bicyclists
- Take a well-rounded approach to transportation.
- Pursue a wide range of solutions for mobility
- Use Travel Demand Management (TDM) as a guiding principle
- Don't overbuild for cars

**Community Benefits and Considerations:**

Walking and biking support a variety of community benefits, both directly and indirectly:

- Health: walking and biking are linked to a number of health benefits.
- Safety: providing facilities for walking and biking can help make roadways safer for all users, including motorists.
- Mobility: more viable transportation options mean better mobility for the entire community.
- Transit: walking and biking help support transit by making it easier for riders to get to transit stops and extending the reach of bus lines into neighborhoods. Transit supports walking and biking by serving as a backup safety net.
- Equity: more viable transportation options improve mobility for all segments of the population, including the elderly, individuals with mobility challenges, and low-income populations.
- Environment: walking and biking reduce reliance on fossil fuels and lowers greenhouse gas emissions, which provides numerous benefits such as improved local air quality and better health.
- Housing: transportation typically accounts for about 20 percent of a typical household income; when transportation costs are reduced, more household income is available for housing (H+T index).
- Economy: pedestrian and bicycle-friendly commercial areas promote street-level activity, vibrancy, and vitality. Communities with strong walking, biking, and trails infrastructure gain a competitive edge in attracting and keeping businesses and jobs.
- Sustainability: walking and biking also support Flagstaff's goal of carbon neutrality. In Flagstaff,

transportation accounts for about 30 percent of greenhouse gas emissions.

**Community Involvement:**
The community was engaged in the preparation of this draft plan in a number of ways:

Community surveys: a total of 15 community surveys related to walking and biking have been conducted since 2016. Six of these were done specifically in support of the ATMP, and another nine were conducted for other projects but are relevant to walking and biking.

Public outreach: staff have conversed with hundreds of residents about pedestrian and bicycle issues at numerous community events, including Earth Day, Bike-to-Work Week, Arizona Trail Day, and the Flagstaff Community Market. Two walking and biking summits were hosted in late 2017, during which approximately 100 attendees were given an opportunity to provide feedback and complete a survey.

PAC and BAC meetings: since 2014, discussion of the ATMP has been a standing item on the monthly agendas of the City's Pedestrian Advisory Committee (PAC) and Bicycle Advisory Committee (BAC). The draft ATMP has also been discussed at the several Transportation Commission meetings.

Other boards and commission: the draft ATMP was presented to a variety of City commission over the past year, including the Beautification and Public Art Commission, Commission on Diversity Awareness, Commission on Inclusion and Adaptive Living, Housing Commission, Open Spaces Commission, Parks and Recreation Commission, Planning and Zoning Commission, Sustainability Commission, and Tourism Commission.

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**Attachments:** Res. 2022-50
Ex. A. - Draft Active Transportation Master Plan
Presentation

**RESOLUTION NO. 2022-50**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE ACTIVE TRANSPORTATION MASTER PLAN**

**RECITALS:**

WHEREAS, walking and biking are important to Flagstaff, and the Flagstaff community is supportive of active modes of transportation; and

WHEREAS, the Flagstaff Regional Plan 2030 includes goals to "increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community" and "provide for bicycling as a safe and efficient means of transportation and recreation;" and

WHEREAS, a number of other City of Flagstaff plans and documents, including the Carbon Neutrality Plan, the 10-Year Housing Plan, and the Regional Transportation Plan, recognize the importance of walking and biking as means of transportation; and

WHEREAS, in November of 2018, the voters of Flagstaff approved Proposition 419, which extends the City's transportation sales tax and will provide an estimated $29 million over the next 20 years for pedestrian and bicycle facilities; and

WHEREAS, active transportation supports other City objectives and values, including carbon neutrality and sustainability, equity and inclusivity, economic vitality, public health and safety, housing attainability, open space and recreation, community and neighborhood character, and quality of life.

**ENACTMENTS:**

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

SECTION 1: The City of Flagstaff hereby adopts the Active Transportation Master Plan, attached hereto as Exhibit A.

SECTION 2: That the Mayor and City Council hereby commit to implementation of the polices and strategies detailed in the Active Transportation Master Plan to achieve its stated goals.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of November, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Active Transportation Master Plan

## City of Flagstaff











DRAFT

# Active Transportation Master Plan

October 2022

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

www.flagstaff.az.gov/atmp

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# 0 The ATMP at a glance

## Plan summary

The Active Transportation Master Plan (ATMP) is a guide to enhancing walking and biking in Flagstaff. The ATMP includes detailed information regarding pedestrian and bicycle accommodation, and establishes a series of goals, policies, and strategies to support walking and biking.

### 1 Introduction

The first chapter is intended to establish a foundation for the ATMP, including the intent of the plan, its policy context, how it was developed, and how it will be used. The introduction closes with a list of guiding principles for walking and biking and a recommended shift in our approach to transportation planning.



### 2 Current conditions

Current conditions provides an accounting of the current status of walking and biking in Flagstaff based on existing facilities, pedestrian and bicycle mode share, crash data, and national indicators. This chapter also describes the challenges and highlights the unique opportunity for walking and biking in Flagstaff.

### 3 Goals and policies

Specific goals for walking and biking are established in this chapter to provide policy support and help guide the City's actions. The second part of this chapter lists a series of 32 policies, organized around six topics: infrastructure, maintenance and operations, support and encouragement, safety, transportation and land use planning, and evaluation.

### 4 Outcomes, indicators, and targets

Outcomes are the desired results that follow from implementation of the ATMP, while indicators are measures that show the extent to which outcomes are being achieved. This chapter also sets

short- and long-term targets to attain for mode share, pedestrian and bicycle crashes, and national recognition.



### 5 Implementation

This chapter describes a broad range of opportunities for implementation of the recommendations and projects in the ATMP. This section also lists four priority actions to undertake in the first year, and another nine actions for the first five years.

### 6 Planning considerations

Planning considerations cover a general discussion of how planning for pedestrian and bicycle accommodation fits into the larger contexts of transportation and land use planning.

### 7 Design guidance

Chapter 7 examines the impact of street and intersection design on walking and biking, and provides general information on design features for pedestrian and bicycle accommodation.

### 8 Infrastructure recommendations

The final chapter provides recommendations and a plan for walking and biking infrastructure, including sidewalks, at-grade crossings, grade-separated crossings, bikeways, and FUTS trails. This chapter also describes the prioritization methodology for new pedestrian and bicycle projects.

### Appendix A Policies and strategies

Includes a detailed list of strategies and actions to promote walking and biking for each of the 32 policies set forth in Chapter 3.

### Appendix B Common acronyms

A list of acronyms used in this document and in transportation planning in general.

# 1 Introduction

The City of Flagstaff's Active Transportation Master Plan (ATMP) is intended to serve as a detailed guide to enhance walking and biking in Flagstaff.

Walking and biking are important to Flagstaff, and the Flagstaff community is very supportive of walking, biking, transit, and active modes of transportation in general. Walking and biking are critical elements of mobility and a robust transportation system, and vital to achieving social, economic, health, environmental, and sustainability goals for the community.



Over the years, a variety of City of Flagstaff plans and policy documents have highlighted the importance of walking and biking, starting with the Flagstaff Regional Plan 2030. However, none have provided specific details or direction on how to become a more pedestrian- and bicycle-friendly community. This document provides those details and that direction.

## Intent of this plan

The ATMP is intended to serve several primary functions:

- **The Big Shift**. The ATMP promotes a fundamental change in our approach to mobility and transportation planning – introduced in the Flagstaff Carbon Neutrality Plan as the Big Shift – away from a model that prioritizes automobiles and vehicular travel and towards a broader process that promotes walking, biking, and transit and supports other community goals and values. This Big Shift approach is further detailed under Approach at the end of this introduction.

- **Policy support**. Goals and policies listed in Chapter 3 of this document establish specific policy support for active transportation to build on the goals and policies already in the Regional Plan.

- **Goals, policies, and strategies**. The document includes a list of recommended strategies which

identify a range of actions the City can take to support and promote walking and biking.

- **Pedestrian and bicycle infrastructure**. Missing and needed pedestrian and bicycle facilities, including sidewalks, bikeways, FUTS trails, and crossings, have been inventoried and prioritized as part of this document. This helps to establish a program of pedestrian and bicycle infrastructure projects to include in the City's capital planning process.

- **Planning and design guidance**. The ATMP includes detailed design and planning guidance to enhance the functionality of our transportation system and support active transportation.

## Policy context

The City already has several adopted plans and policy documents that address transportation in general, as well as walking and biking more specifically. These documents provide the policy context for the ATMP.

### Flagstaff Regional Plan 2030

The Flagstaff Regional Plan 2030, which was adopted by the City Council and ratified by Flagstaff voters in 2014, is a high-level policy document that covers a variety of topics regarding the future development of Flagstaff. The Transportation Element (Chapter X) of the Regional Plan describes an overall vision for transportation in Flagstaff, as well as goals and policies needed to achieve that vision. These goals and policies are the starting point for the ATMP.

**Regional Plan 2030 vision for transportation**

In 2030, people get around to where they need to be in an efficient and safe manner, and more people ride the bus, their bikes, and walk, reducing emissions and increasing health.

In 2022, the City and County initiated the process to update the current Regional Plan. The revised plan – Flagstaff Regional Plan 2045 – is anticipated to be completed in 2025.

### Flagstaff Carbon Neutrality Plan

In June 2020, the Flagstaff City Council adopted Resolution 2020-09, which declared a climate emergency in Flagstaff and calls for a dramatic shift in our ambition and action to combat climate change. The Council subsequently adopted the Carbon Neutrality Plan in June 2021 and established a goal for carbon neutrality – a 100 percent reduction in emissions – by the year 2030.

In Flagstaff, the transportation sector is responsible for 30 percent of greenhouse gas emissions, primarily from passenger vehicle emissions. As a result, achieving the carbon neutrality target established in the Carbon Neutrality Plan will require extensive changes in our transportation policies and practices. Decreasing dependence on automobile use is one of the core target areas of the Carbon Neutrality Plan: the plan calls for

**Flagstaff Carbon Neutrality Plan target area**

**Decreased Dependence on Cars**
Flagstaff will transform our transportation and land use systems so that we depend far less on cars, reducing vehicle miles traveled (VMT) and shifting trips to walking, biking, and the bus.

aggressive action to shift away from car-dependent planning and transportation design and to focus more resources on supporting walking, biking, and transit.

## How this plan is used

This section describes how the ATMP should be used in conjunction with other plans, projects, and processes.

- **Plans and policy documents**. As a City policy document, the ATMP and its contents should be considered in planning processes and reflected as appropriate in other City plans, including the Regional Plan and specific, neighborhood, and master plans. The ATMP can also be considered as part of transportation plans prepared by MetroPlan, Coconino County, the Arizona Department of Transportation (ADOT), and Northern Arizona University (NAU).

- **Capital planning and programming**. The ATMP inventories and sets priorities for an extensive list of specific pedestrian and bicycle projects, which will be included in the City's five-year capital planning program.




- **Budgeting and work programs**. Recommended policies and strategies in the ATMP can be part of the City's performance-based budgeting process and incorporated into budget requests, strategic plans, and work programs.

- **Regulatory documents**. The ATMP itself does not create any new enforceable standards or regulations; however, it can be used to identify revisions to the Zoning Code, Engineering Standards, and other applicable regulatory documents to implement the ATMP.

- **Private development review**. The ATMP does not create any new standards or requirements for private development. Developers are encouraged to consider the ATMP when planning their development but are not required to demonstrate conformance. Design guidelines can be a reference for pedestrian and bicycle accommodation but are not compulsory.

- **City capital projects**. Planning considerations and design guidelines in this document can

serve as a guide for best practices when pedestrian and bicycle facilities are included as part of other City capital projects, such as roadway projects.

## How this plan was developed

Content and recommendations in the ATMP were formulated based on a variety of sources, including extensive public engagement, dating back to 2014.

- **Background information**. A variety of data was collected to provide supporting information on a variety of topics:
  - Existing plans and policies regarding walking and biking
  - Mode share information and trends
  - Pedestrian and bicycle crash data
  - General active transportation resources

- **Community surveys**. Since 2016, a total of 15 community surveys related to walking and biking have been conducted. Some were done specifically for the ATMP, while others were done for other projects but include relevant information.

  **Direct surveys**
  - ATMP Community Survey (2022)
  - PedBikeWays Survey (2018)
  - Goals and Strategies Survey (2017)
  - Milton Road Walking and Biking Survey (2016)
  - Pedestrian and Bicycle Project Survey (2016)
  - Walking and Biking Survey (2016)

  **Related surveys**
  - Butler-Beaver Separated Bike Lane Pilot Community Survey (2022)
  - MetroPlan Stride Forward Online Survey #2 (2022)
  - MetroPlan Stride Forward Online Survey #1 (2022)
  - MetroPlan Transportation Values Random Sample Survey (2022)
  - City of Flagstaff Resident Survey (2021)
  - Bicycle Friendly Community Survey (2019)
  - Flagstaff Trails Initiative - Trails Survey (2018)
  - RTP Surveys - Walking and Biking Results (2018)
  - FUTS Trail Users Survey (2017)

- **Public engagement**. City staff have conversed with hundreds of residents about pedestrian and bicycle issues at numerous community events, including Earth Day, Bike-to-Work Week, Arizona Trail Day, and the Flagstaff Community Market. Two walking and biking summits were hosted in late 2017, during which approximately 100 attendees were given an opportunity to provide feedback and complete a survey.

- **PAC and BAC meetings**. Since 2014, discussion of the ATMP has been a standing item on the monthly agendas of the City's Pedestrian Advisory Committee (PAC) and Bicycle Advisory Committee (BAC).

- **National guidance and peer community review**. The ATMP also incorporates relevant state of the practice information from other communities and national sources.

## Guiding principles

These guiding principles provide a foundation for the ATMP, describe why walking and biking are important and beneficial, and express the community's expectations for walking, biking, mobility, and transportation.

- **Walking and biking are important to Flagstaff and reflect the values of the community**. Walking and biking are a significant part of Flagstaff's community character, and can be used as indicators of livability. Walking and biking are also linked to numerous health benefits and help contribute to well-being.

- **Flagstaff has a significant opportunity to expand walking and biking, but it takes a concerted effort by the City**. Walking and biking as transportation options need to be actively supported, encouraged, and prioritized in order to thrive. The community responds positively when the City works to accommodate and encourage walking and biking.

- **More people will choose to walk and bike when it is comfortable, convenient, and useful**. Evidence from other communities shows that when active transportation is prioritized, people walk and bike more. Conversely, people are discouraged from walking and biking when they feel uncomfortable or unsafe, and when facilities are inadequate.



- **Walking and biking are critical elements of a robust transportation system**. Our transportation system is most efficient and equitable when it provides a range of transportation options, including walking, biking, and transit. Shifting trips from single-occupant vehicles to walking, biking, and transit is essential to

managing congestion and enhancing mobility.

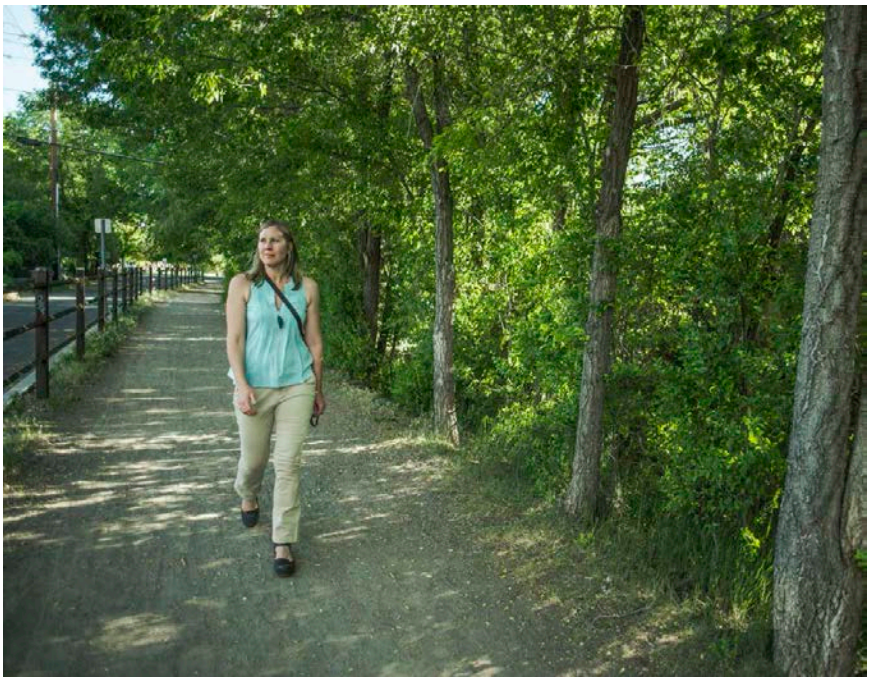
- **Walking and biking are integral parts of a larger context of land use, community character, and street design**. The design and character of our streets should reflect our community goals and values for community character, climate change, equity, and safety. Density, compact form, diversity of uses, and urban design are essential for walking and biking.

- **Mobility – the ability to travel freely to access our daily needs and activities – is a fundamental human need**. Community mobility is measured by how well those with mobility challenges can access their daily needs, live independently, and move freely. More viable transportation options mean better mobility for the entire community.

- **Better transportation options and enhanced mobility support equity**. Transportation options improve mobility for all segments of the population, including the elderly, individuals with mobility challenges, low-income populations, and marginalized communities. Not everyone drives, and not everyone in Flagstaff can afford to drive. For some in our community, independent mobility is often dependent on walking, biking, or taking the bus.

- **Sustainable transportation options are critical to meeting the City's carbon neutrality goals**. In Flagstaff, transportation accounts for about 30 percent of greenhouse gas emissions. Carbon neutrality goals will not be met without a reduction of emissions in this sector.

- **Active transportation supports a healthy and resilient economy**. Communities with strong walking, biking, and trails infrastructure gain a competitive edge in attracting and keeping businesses and jobs. For many private companies, locational decisions are driven as much by quality-of-life factors as economic considerations.



## Approach

The following points summarize the Big Shift in our approach to transportation planning to support walking and biking, enhance mobility for everyone, meet our climate goals, and create a more balanced transportation system.

- **Be more transformational than incremental**. Flagstaff could be a great city for walking and biking, but bold action is needed to make it happen. What's needed is a fundamental shift in our approach to walking and biking accommodation, as well as with transportation planning in general.



- **Prioritize pedestrians and bicyclists**. Those who walk and bike are deserving of extra consideration, including additional protection as vulnerable roadway users. Planning for pedestrian and bicycle facilities should seek to provide a high level of accommodation rather than a minimum.

- **Take a well-rounded approach to transportation**. Transportation planning needs to consider multiple community objectives – community character, sustainability, public health, economic vitality, environmental stewardship, and equity – in addition to the conveyance of motor vehicles.

- **Pursue a wide range of solutions for mobility**. Efficient management of transportation resources requires a broad range of strategies to enhance mobility rather than an approach that relies primarily on increasing vehicle capacity.

- **Use Travel Demand Management (TDM) as a guiding principle**. TDM expands mobility options and helps to manage congestion by simultaneously reducing the demand for vehicle use and increasing capacity for active and other sustainable modes.

- **Don't overbuild for cars**. Wide, fast roads and large parking lots can discourage walking and biking, encourage automobile use, create unsafe streets for all modes, and make it difficult to promote desirable community character. Reliance on traffic models, level of service measures, and vehicle capacity can lead to overbuilding.

# 2 Current conditions

This section provides an overview of current conditions for walking and biking in Flagstaff, based on several measures and considerations. Taken together, these measures reveal a community that is generally supportive of walking and biking, but there is significant room for improvement. While there are many positives, there is also a long list of challenges. Overall, there is tremendous opportunity in Flagstaff to be a premier community for walking and biking.

## Introduction

### Walking

Walking is the most enduring and universal mode of transport. In Flagstaff, walking is the most robust of the active modes; the percentage of trips in Flagstaff made by walking is significantly higher than for bicycling or transit. Additionally, the percentage of Flagstaff residents who walk to work far exceeds state and national averages and places us in the upper echelon of our peer communities.

Walkability is highly dependent on land use and urban form in addition to complete and comfortable facilities. Because trips are short, walking requires proximity and is supported by density, mixed-use, and compact form. Walkability is also responsive to good urban design; attractive and engaging places are appealing to pedestrians.



### Bicycling

Bicycling as a travel mode presents one of Flagstaff's best opportunities for reducing vehicle trips and increasing the share of trips made by active modes.

Bicycles make it possible to travel longer distances, and to carry cargo as well. Flagstaff's compact size means that most of Flagstaff is contained within a bikeable area, so in theory, most in-town trips could potentially be converted to bicycle trips. In Flagstaff, the average trip is a little over four miles in length, and almost 60 percent of all trips are less than five miles in length. This distance is eminently bikeable, provided it can be made

comfortable and appealing for the average person.

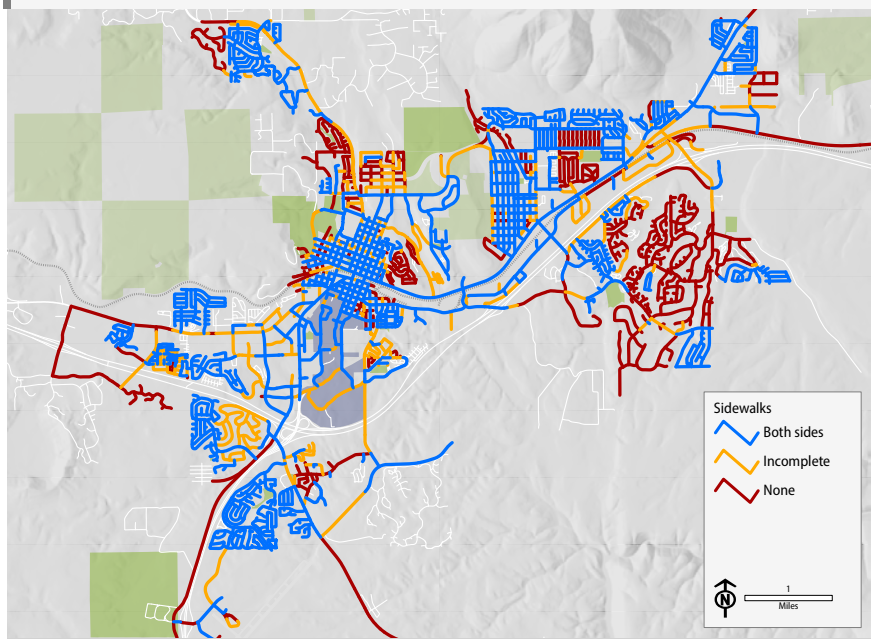
Biking is also a big part of Flagstaff's culture and identity. Flagstaff is becoming a world-class destination for mountain biking, with more than 300 miles of recreational singletrack trails in proximity. Flagstaff also hosts numerous bicycle-themed events throughout the year.

## Status of walking and biking

### Infrastructure

The term infrastructure refers simply to the physical facilities for walking and biking. In general, Flagstaff has good pedestrian and bicycle facilities, but significant gaps and inconsistencies reduce the functionality of our networks.

**Sidewalk status**

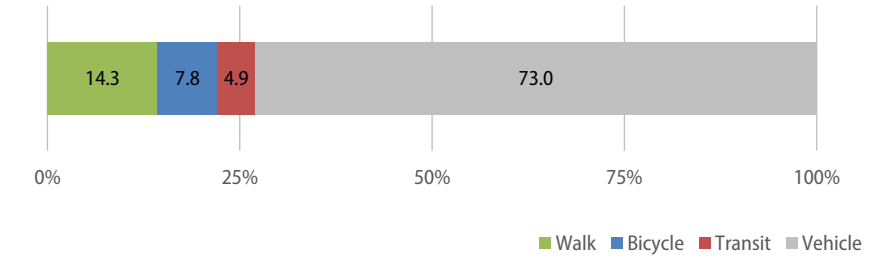



- **Sidewalks**. Sidewalks are present on 70 percent of Flagstaff's major streets. However, only 53 percent of all public streets have sidewalks along both sides of the street, and 29 percent have no sidewalk at all.
- **Bike lanes**. There are 97 miles of designated bike lanes in Flagstaff, and another 34 miles of usable shoulders. Bike lanes are present on 71 percent of major streets, but there are also 70 miles of missing bike lanes.
- **FUTS trails**. Flagstaff's 59 miles of FUTS (Flagstaff Urban Trails System) trails provide a comfortable and enjoyable network for walking and biking. About half of the trail miles are paved and half are aggregate surfaced.
- **Crossings**. While Flagstaff has installed a number of flashing beacon crossings in the past several years, there are still a number of street corridors in Flagstaff that are difficult to cross due to the speed, volume, and width of the street. Flagstaff also has several grade-separated crossings; however, the presence of two interstates and the railroad through Flagstaff create significant breaks in pedestrian and bicycle networks.

## Mode share

Mode share is the percentage of trips that are taken by different modes of travel, including walking, biking, transit, and private vehicles, and a direct measure of the status of walking and biking in a community. Overall, Flagstaff's mode share numbers are relatively strong and indicative of a good climate for walking and biking; however, flat or declining trends indicate that more work is needed.

**Current mode share**




Source: 2018 Flagstaff Trip Diary Survey

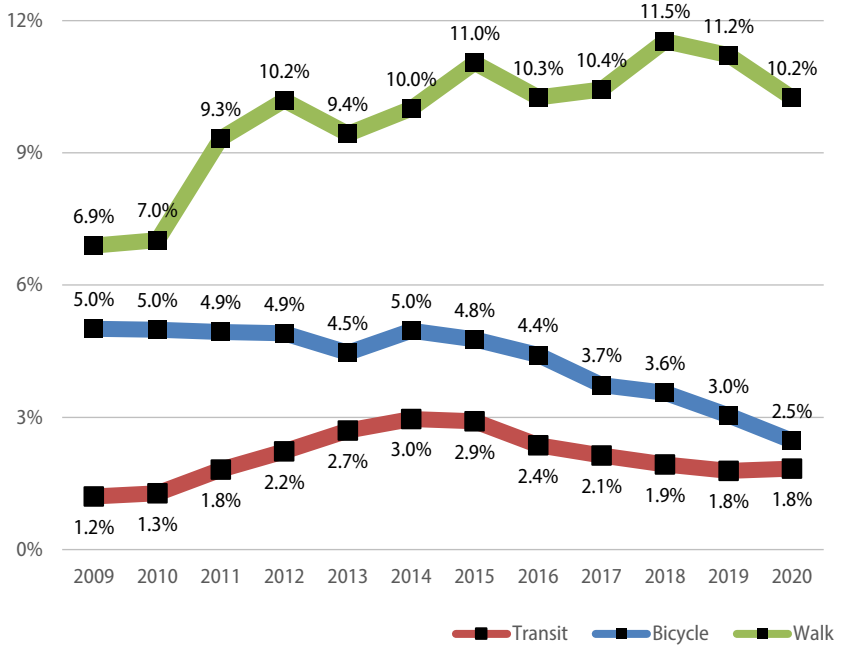
- **Mode share**. According to the 2018 Flagstaff Trip Diary Survey, 22 percent of all trips in Flagstaff are made by walking and biking, including 14.3 percent by walking and 7.8 percent by bicycle.

- **Trends**. The percentage of trips made by walking has increased somewhat since 2006, while the percentage of bicycle trips has declined, based on composite data from the Trip Diary Survey and the American Community Survey.

- **Geography**. In the core area of Flagstaff, which includes Downtown, the Southside neighborhood, and the NAU campus, people are much more likely to walk or bike than in the rest of Flagstaff. The combined walk and bike mode share is 44 percent in the core area, but only 13 percent for the rest of Flagstaff. Between 2006 and 2018, walking and biking mode share increased by 15 percent in the core area of Flagstaff but decreased by 7 percent in the rest of Flagstaff.

- **Peer cities**. In comparison to our peer communities – cities in the west with a similar population to Flagstaff and a large public university – Flagstaff is

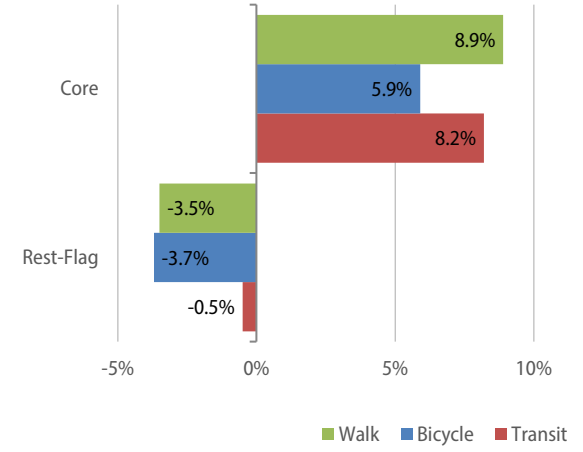
**Means of transportation to work trends**




Source: American Community Survey 5-Year Estimates

among the leaders in walk share to work (third of 20 cities), but lags behind our peer communities in bicycle mode share (12th of 20 cities).

**Mode share change by geography, 2006-2018**




Source: 2018 Flagstaff Trip Diary Survey

## Safety

Pedestrian and bicycle crash data is an important indicator of safety for active transportation.

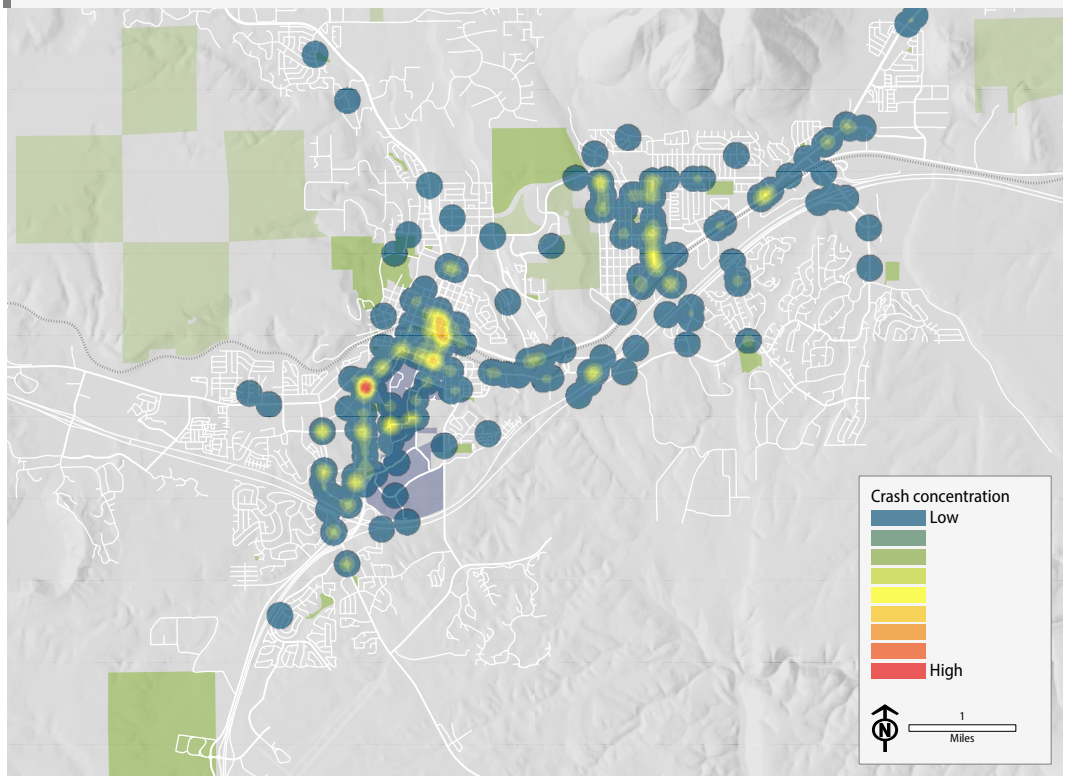
- **Crashes and trends**. Flagstaff has an average of 29 crashes involving pedestrians each year, and an average of 52 crashes involving bicyclists. Annual numbers for both pedestrian and bicycle crashes in Flagstaff have generally trended downward since 2001.
- **Pedestrian injuries and fatalities**. More than a quarter of all pedestrian crashes in Flagstaff result in serious injury or death to the pedestrian, and pedestrian fatalities represent almost half of all traffic fatalities in Flagstaff.
- **Bicyclist injuries and fatalities**. Flagstaff did not see a fatal bicycle crash between 2012 and 2018, but there was one bicycle fatality in 2018 and two in the first half of 2021. On average, fewer than six crashes per year result in serious injury to the bicyclist.

## National measures

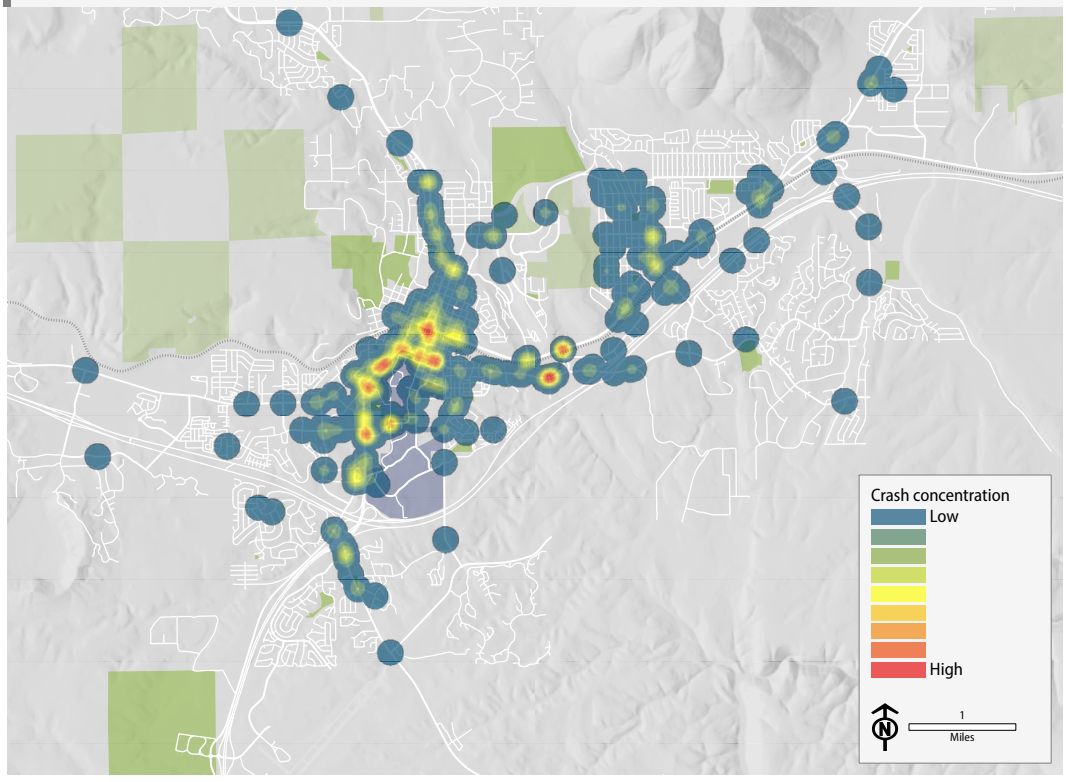
National measures and recognition programs can be somewhat general and oversimplify conditions, but they afford an opportunity for comparison to other communities. They also offer an outside, third-party perspective of Flagstaff's walking and biking environment.

- **Walk Score**. Flagstaff's Walk Score of 39 places it in the "Car Dependent" category and is an indication that most errands require a car. Our Walk Score places us at the lower end of our peer communities; 14th out of our 20 peer cities, and below the average score of 43.
- **Bike Score**. Flagstaff's Bike Score of 65 places it in the "Bikeable" category and indicates that some bicycle infrastructure is present. Our Bike Score places us 8th out of 20 peer cities, and just above the average score of 61.
- **Walk Friendly Communities**. Flagstaff was designated as a Walk Friendly Community at the bronze level in 2011, one of 76 cities across the country and the only one in Arizona.
- **Bicycle Friendly Communities**. Flagstaff was designated a Bicycle Friendly Community in 2006 at the bronze level and promoted to silver in 2010. There are 13 bicycle friendly communities in Arizona and almost 500 nationwide.

## Pedestrian crash concentration




## Bicycle crash concentration



## Challenges for walking and biking

Flagstaff has a number of circumstances and conditions that make it difficult to walk and bike:

- **Streets that are difficult or uncomfortable for walking and biking**. On many arterial and collector streets, the speed, volume, and lanes of traffic, in combination with inadequate facilities for walking and biking, discourage pedestrian and bicycle use.



- **Barriers dividing the community**. Linear features, including the BNSF tracks, both interstates, and busy streets like Milton Road and Route 66, create barriers that make pedestrian and bicycle travel more challenging. There are few dedicated crossings for pedestrians and bicyclists along the railroad tracks and interstates, and few formal crossings on many streets.

- **Challenging and difficult intersections**. A number of intersections are characterized by multiple turn lanes, long crossing distances, high-speed turning movements, and less than adequate accommodation for walking and biking.

- **Isolated neighborhoods**. Flagstaff's geography has created numerous locations with limited access, and often less-than-ideal facilities for walking and biking along main corridors serving neighborhoods.

- **Gaps and inconsistencies in the bicycle network**. Although bike lanes are included along many arterial and collector streets, there are still significant missing segments, and bike lanes disappear at many intersections. While many communities have embraced separated bike lanes to appeal to a wider audience, Flagstaff is just beginning to explore and implement.

- **Maintenance challenges**. Maintenance of pedestrian and bicycle facilities remains a concern, especially in winter months. Bike lanes are not always cleared of snow, and the use of cinders in winter months creates challenges on both sidewalks and bike lanes. Frequent freeze-thaw cycles are especially destructive to sidewalks, bike lanes, and FUTS trails.

- **Pedestrian and bicycle accommodation during closures**. Pedestrian and bicycle

accommodation is not always adequately addressed during closures of sidewalks, bike lanes, and FUTS trails due to construction, repairs, or utility work, and facilities appear to be closed unnecessarily at times. Public notification is inconsistent.

- **Few initiatives for education, enforcement, and encouragement**. Communities with robust pedestrian and bicycle environments typically support walking and biking with a variety of programs that go beyond infrastructure and facilities. In comparison to its peers, Flagstaff has few formal programs for education, enforcement, or encouragement.

## The opportunity in Flagstaff

While there are significant challenges, Flagstaff is also uniquely positioned to become a great community for walking and biking, for several reasons:

- **Healthy mode share**. Flagstaff already has a lot of people who are biking and walking: 22 percent of trips in Flagstaff are made by walking or biking.

- **Good basic facilities**. Sidewalks and bike lanes on major streets are substantially complete, which means the City only needs to focus on a few priority locations.

- **Compact and dense urban form**. Flagstaff is a compact city and becoming denser. The Downtown, Southside, and NAU campus form a dense core where there is already substantial walking and biking. The remainder of Flagstaff is compact enough to allow travel on foot or by bicycle.



- **Short trip length**. Many trips made in Flagstaff are short and can potentially be converted from driving to walking or biking. For private vehicle trips, a total of 37 percent are less than 2.5 miles in length, and 11 percent are less than a mile. By comparison, 80 percent of bicycle trips are less than 2.5 miles, and 53 percent of walking trips are less than a mile.

- **Large university**. Northern Arizona University has almost 30,000 students on campus who are good candidates to use walking and biking for daily travel. The NAU campus is located in the central core of Flagstaff and is becoming denser as the university grows.

- **20 years of funding**. Flagstaff has 20 years of funding for pedestrian and bicycle projects via the 2020 transportation sales tax. This tax, which was approved by Flagstaff voters in 2018, is a committed funding source for implementation of the infrastructure recommendations in this plan. Tax funding can also be used to leverage grant opportunities, partnerships, and other sources to build more pedestrian and bicycle infrastructure.

- **Robust transit system**. In 2019, more than 2.5 million trips were taken on Mountain Line transit, representing an increase of 250 percent since 2006. Walking and biking support transit since many transit trips start with one of these modes, and transit supports walking and biking by providing a backup option and allowing longer trips.

- **Active and engaged population**. Flagstaff is an active, civically engaged community that supports walking and biking, values outdoor activity and access to open space, and supports sustainability and the environment.

- **Community support**. Surveys of Flagstaff residents consistently show broad support for walking, biking, and trails, a willingness to tax themselves to fund sustainable transportation, and a strong interest in making Flagstaff more walkable and bikeable.

- **Flagstaff Urban Trails System**. The FUTS is one of our most important and well-used facilities for walking and biking. FUTS includes 59 miles of shared use pathways that connect throughout the community, provides a safe and comfortable place for users away from traffic, and encourages both transportation and recreational use.

- **Climate action and sustainability goals**. In June 2021, the City approved the Carbon Neutrality Plan, which sets a target for 54 percent of all trips to be made by walking, biking, or transit. Because transportation is a significant contributor to greenhouse gas emissions, promoting sustainable transportation options is critical for meeting the City's climate targets.




- **Favorable weather**. Although Flagstaff sometimes sees heavy snowfalls, most winter days are still clear and sunny, and snow tends to melt quickly. As a result, walking and biking are still

viable transportation options through the winter. Spring, summer, and fall are often ideal for walking, biking, using trails, and being outdoors.



# 3 Goals and policies

Goals are desired results which the community envisions and commits to achieve. Goals are written to be high level and aspirational. Policies are a deliberate course of action to guide decisions and achieve our stated goals, while strategies are specific actions or steps to implement the goals and policies. Policies and strategies in this document are intended to provide specific direction for active transportation.

This chapter recommends 13 goals and 32 policies. The policies are organized around six subjects: infrastructure, maintenance and operations, support and encouragement, safety, transportation and land use planning, and evaluation. A lengthy list of strategies for each of the policies is provided at the end of this document as Appendix A, beginning on page 95.

## Goals

As set forth in this plan, it is the goal of the City of Flagstaff to:

- Create an inclusive multimodal transportation system that provides access, mobility, and efficient transportation options for people of all ages and ability.
- Recognize that people who travel on foot, by bicycle, or by transit are legitimate users of the transportation system and deserving of the same considerations as motorized users.
- Ensure that safety and accommodation for vulnerable road users, including pedestrians and bicyclists, is a primary consideration in planning for our streets and transportation systems.
- Provide an excellent level of accommodation for pedestrians and bicyclists in transportation planning, design, operations, and maintenance.
- Promote equity by actively working to ensure that all segments of the population have equal access to safe and functional transportation and equal opportunity for mobility, regardless of age, ability, gender, race, income status, location, or situation.





- Maintain Flagstaff's streets, sidewalks, bikeways, crossings, and FUTS trails in good condition and free of snow, debris, and blockages to ensure safety and functionality for all users, regardless of transportation mode.
- Provide a range of functional and attractive transportation options so that all residents and visitors have choices in how they move around the city.
- Integrate transportation and land use planning such that development decisions support transportation goals, and transportation planning advances the community's vision for the built environment.
- Build networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient.
- Provide crossings where they are needed and useful, and avoid building streets that function as barriers, in recognition of the essential need for pedestrians and bicyclists to cross streets.
- Design and build transportation infrastructure that is appropriate for the context of the corridor, neighborhood, or district where it is located.
- Reduce the demand for single-occupancy vehicle use and increase options for walking, biking, and transit as a fundamental approach to transportation planning.
- Make transportation decisions that support a variety of community values, including community character, sustainability, public health, economic vitality, environmental stewardship, equity, and safety.

## Policies

| 1 | Infrastructure |
|---|---|
| 1.1 | Implement networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient. |

| | |
|---|---|
| 1.2 | Provide frequent and comfortable crossings to eliminate barriers and avoid breaks in pedestrian and bicycle networks. |
| 1.3 | Ensure the availability of functional bike parking. |
| 1.4 | Incorporate wayfinding signage to enhance the functionality of walking and biking networks. |
| 1.5 | Work with the City's transportation partners to unify walking and biking networks. |
| 1.6 | Connect walking and biking facilities with regional trails and open space to ensure convenient access from all Flagstaff neighborhoods. |
| 1.7 | Identify and take advantage of opportunities to fund and implement the pedestrian and bicycle network. |

| 2 | **Maintenance and operations** |
|---|---|
| 2.1 | Maintain walking and biking infrastructure in a state of good repair. |
| 2.2 | Clear ice and snow from pedestrian and bicycle facilities to keep them usable through the winter months. |
| 2.3 | Keep walking and biking facilities free of blockages and debris. |
| 2.4 | Limit the impact of closures on walking and biking facilities. |
| 2.5 | Improve and enhance existing pedestrian and bicycle facilities to meet basic levels of functionality and accessibility. |

| 3 | **Support and encouragement** |
|---|---|
| 3.1 | Use information and maps to promote, encourage, and make it easier to walk and bike. |
| 3.2 | Promote events and activities that support walking and biking. |
| 3.3 | Work towards equity and inclusion in pedestrian and bicycle programs. |
| 3.4 | Incorporate universal access as a key component of walking and biking. |
| 3.5 | Pursue other programs and facilities that are supportive of walking and biking. |
| 3.6 | Develop beneficial relationships with our community partners to promote walking and biking. |
| 3.7 | Explore ways to grow City staff resources for active transportation. |

| 4 | **Safety** |
|---|---|
| 4.1 | Establish comprehensive education and safety programs for pedestrians, bicyclists, and motorists. |
| 4.2 | Adopt a comprehensive transportation safety action plan and strategy with the explicit intent and goal to eliminate traffic fatalities and serious injuries. |
| 4.3 | Re-establish a community-wide Safe Routes to School (SRTS) program. |

| | |
|---|---|
| 4.4 | Work with the Flagstaff Police Department to advance enforcement efforts that improve safety for pedestrians and bicyclists. |
| 4.5 | Verify that walking and biking facilities allow and encourage safe behavior for all users. |

| 5 | Transportation and land use planning |
|---|---|
| 5.1 | Use Travel Demand Management (TDM) as a guiding principle for transportation and land use planning. |
| 5.2 | Establish a "complete transportation" process for all City transportation plans and projects that incorporates broad community objectives. |
| 5.3 | Review current transportation-related standards, guidelines, and processes to identify opportunities to implement this plan and better support walking and biking. |
| 5.4 | Adopt design guidelines that reflect best practices for streets, intersections, pedestrian and bicycle facilities, and trails. |
| 5.5 | Incorporate principles of placemaking in street design and pedestrian and bicycle infrastructure. |

| 6 | Evaluation |
|---|---|
| 6.1 | Collect and analyze data related to walking and biking. |
| 6.2 | Provide opportunities for community engagement and feedback. |
| 6.3 | Conduct regular assessments of walking and biking conditions. |



# 4 Outcomes, indicators, and targets

This section describes the desired results of this plan, as well as measures to determine if those results are being achieved.

- **Outcomes**. The anticipated results or consequences that follow from implementation of this plan. They describe desired conditions, how walking and biking should function, and where Flagstaff wants to go. If goals, policies, and strategies are the journey, then outcomes are the destination.
- **Indicators**. Points of data that demonstrate the extent to which Flagstaff is achieving the desired outcomes of this plan. They are specific and measurable and a direct indication of whether progress is being made.
- **Targets**. A subset of indicators that include a specific milestone to attain within a specific timeframe. Targets are set for a few but not all indicators.



## Outcomes and indicators

### Walking and biking are frequently used transportation options for everyone

- **Mode share**. The percentage of trips made on foot and by bicycle (mode share) is increasing, based on the MetroPlan Trip Diary Survey.
- **Mode share for work trips**. The percentage of work commute trips made by walking and biking is increasing, as reported by Journey to Work data from the American Community Survey.
- **Counts**. Pedestrian and bicycle counts at key locations show that more people are walking and biking.

### People can travel anywhere in the community by walking or biking on safe, comfortable, and efficient networks

- **Sidewalk completion**. The percentage of major streets with sidewalks along both sides is increasing.
- **Bikeway completion**. The percentage of planned bikeways, especially primary and secondary bikeways, that have been built or implemented is increasing.
- **FUTS coverage**. The percentage of residents and neighborhoods within a quarter mile of the FUTS system is increasing.
- **Intersection accommodation**. The percentage of major intersections with good pedestrian and bicycle facilities is increasing.
- **Crossing distance**. The number of segments along major streets where the distance between major crossings exceeds desired lengths is decreasing.

### Walking and biking is safe and comfortable

- **Comfort indices**. The number of street segments and intersections that are rated as "uncomfortable" or "very uncomfortable" in pedestrian, bicycle, intersection, and crossing comfort indices is decreasing.
- **Crash rates**. The number and rate of pedestrian and bicycle crashes are decreasing.
- **Community perception**. Responses to public surveys indicate a general trend that walking and biking are becoming more comfortable for more people.
- **Bikeways**. An increasing percentage of the low-stress bikeways network has been implemented.

### Biking and walking are celebrated as a part of Flagstaff's identity

- **Walk- and bike-friendly communities**. Flagstaff's designation advances from Bronze and Silver.
- **Walk Score and Bike Score**. Flagstaff's community scores are increasing and are above the averages of our peer communities.
- **National ratings and rankings**. Flagstaff appears



or moves up on national ratings and rankings for pedestrian and bicycle friendliness.

- **Events**. There are a variety of walking and biking-themed events and activities in Flagstaff; the number of events is generally increasing, and they are becoming more popular.

### Transportation in Flagstaff has a lower climate impact

- **Greenhouse gases**. Total greenhouse gas emissions from the transportation sector are decreasing.
- **Per-capita vehicle miles traveled**. The average number of vehicle miles traveled per person is decreasing.
- **Vehicle miles traveled**. The total number of vehicle miles traveled for the community is decreasing.

### Walking and biking are enjoyed by everyone in the community

- **Mode share for specific populations**. The percentage of trips made by walking and biking is increasing across age, gender, race, and income demographics.
- **Geographic distribution**. The percentage of Flagstaff neighborhoods without pedestrian and bicycle facilities, or with significant gaps in the pedestrian and bicycle networks, is decreasing.
- **Universal access**. The number of locations along pedestrian and bicycle networks that do not meet minimum guidelines of ADA or principles of universal design is decreasing.
- **Low-income neighborhoods**. Counts of pedestrians and bicyclists at key locations in low-income neighborhoods is increasing.

## Targets

A total of six targets are established for mode share, safety, and recognition. Short-term targets are established for five years (2027) and long-term targets are set at 20 years (2042).

### Mode share

Mode share information is collected from MetroPlan's Trip Diary Survey for all trips, and from the American Community Survey for the work commute. Target mode share numbers reflect a 40 percent increase in

**Walking and biking targets**

| *Target* | *Current 2022* | *5 years 2027* | *20 years 2042* |
|---|---|---|---|
| **Mode share** | | | |
| Walk-bike-transit (all trips) | 27% | 38% | 54% |
| Walk-bike-transit (work trip) | 17% | 24% | 34% |
| **Safety** | | | |
| Ped/bike fatalities | 3 | 0 | 0 |
| Total ped/bike crashes | 81 | 65 | 41 |
| **Recognition** | | | |
| Walk friendly | Bronze | Gold | Platinum |
| Bike friendly | Silver | Gold | Platinum |

walk, bike, and transit trips within five years, and a 100 percent increase, or doubling of current mode share, in 20 years.

### Safety

The City's target is for zero pedestrian and bicyclist deaths over the next 20 years, as well as a 20 percent reduction in all crashes after five years, and a 50 percent reduction in 20 years. Taken together, the safety and mode share targets mean that Flagstaff's goal is to cut pedestrian and bicycle crashes in half, even as the number of pedestrians and bicyclists grows by double.

### Recognition

Recognition targets are based on the Walk and Bike Friendly Community programs. In both cases, the City aspires to Gold status within five years, and Platinum designation by 2042.



# 5 Implementation

This section addresses opportunities for implementation of the ATMP. Implementation must be a comprehensive, broad-based approach that considers capital and private development projects, on-going planning and programming efforts, and internal review processes and procedures. It is important to recognize that there are opportunities for implementation in every decision that is made and every action that is taken by the City, no matter how large or small. The cumulative impact of these decisions and actions either brings Flagstaff closer to the goals and policies of the ATMP or moves us further away.

## Priority actions

This list represents the most important and highest impact actions that can be taken to implement the ATMP and enhance walking and biking. Priority actions are further divided into two timeframes; those in the First Year category should be started immediately, while First Five Years represents the second wave of actions.

### First year

- Begin implementation of priority pedestrian and bicycle projects, with funding from the transportation sales tax (Prop 419) and First/Last Mile grant funding. (Policy 1.1)
- Explore available grant programs, especially federal grants available through the Infrastructure Investment and Jobs Act, to leverage available funding for new infrastructure and programs. (Policy 1.7)
- Establish a process for transportation plans and projects that incorporates the principles of "complete transportation" and addresses broad community objectives, and expands considerations for walking, biking, and transit in transportation impact analyses (TIA) and traffic modeling. (Policy 5.2)
- Conduct a comprehensive review of the City's regulatory documents, including the Zoning Code and Engineering Standards, to identify opportunities to implement this plan and better support walking and biking. (Policy 5.3)

### First five years

- Implement strategies to enhance the availability and quality of bike parking. (Policy 1.3)
- Work with other City programs to review policies and practices for maintenance and snow removal on pedestrian and bicycle facilities. (Policies 2.1 and 2.2)
- Review the processes and guidelines for issuing permits for closures and detours, including additional guidelines and standards to better support pedestrian and bicycle accommodation.

(Policy 2.4)

- Update and add to available information, web pages, and maps for walking and biking. (Policy 3.1)
- Find opportunities to expand dedicated City staff and other program resources for active transportation. (Policy 3.7)
- Adopt a comprehensive transportation safety action plan and strategy with the explicit intent and goal to eliminate traffic fatalities and serious injuries. (Policy 4.2)
- Re-establish a community-wide Safe Routes to School (SRTS) program. (Policy 4.3)
- Explore options for a formal Travel Demand Management (TDM) program. (Policy 5.1)
- Adopt a formal Complete Streets policy. (Policy 5.2)



The list of priority actions should be reviewed every few years to assess progress made on implementation and to consider the next round of priority actions to undertake.

## Implementation opportunities

The following describes a wide-ranging list of potential opportunities for implementation of the ATMP.

### Funding

- **Transportation sales tax**. In November 2018, Flagstaff voters approved Proposition 419, which extends the transportation sales tax for 20 years, from 2020 to 2040. A total of $29 million is anticipated for pedestrian and bicycle projects over the 20-year life of the tax.
- **First Mile Last Mile grant**. In late 2020, Mountain Line was awarded a Section 5307-5339 grant of approximately $5.5 million from the Federal Transit Administration for pedestrian and bicycle infrastructure. The City has partnered with Mountain Line to deliver pedestrian and bicycle projects funded with the grant. Projects are drawn from the City's prioritized list of pedestrian

and bicycle projects, with additional consideration given to those projects that directly support transit.

- **Other grants**. Historically, grant funding has been an important source of funding for pedestrian and bicycle infrastructure, particularly FUTS trails. The federal Infrastructure Investment and Jobs Act, which was signed into law in November 2021, includes several new grant programs that could be used to fund pedestrian and bicycle projects.

### Capital planning and programming

- **Capital Improvements Program (CIP)**. The CIP is a component of the City's annual Budget and Financial Plan that establishes a five-year plan for construction of priority capital projects, including pedestrian and bicycle projects. Projects identified in the first year of the program are funded at the beginning of the following fiscal year and can proceed to design and construction. Years two through five of the capital program list other priority projects and indicate when they are anticipated to receive funding for design and construction.




### Other projects

- **Street projects**. Several major roadway projects are also planned with proceeds from the transportation sales tax over the next 20 years. Some of these road projects involve widening or completion of existing streets, while others include construction of new street segments. In all cases, these street projects will include sidewalks, bikeways, FUTS trails, and crossings where they are missing or planned.

- **Capital projects**. Pedestrian and bicycle facilities are frequently included as part of City capital improvement projects, including street and utility projects. This can be more efficient and less costly than building them as stand-alone projects, but it may be necessary to provide additional funds to offset the increase in cost. The Rio de Flag flood control project is an extensive public works project that provides a significant opportunity for pedestrian and bicycle enhancements.

- **Private development**. Historically, public sidewalks, bike lanes, and FUTS trails have been built

by private development as part of their required public improvements. Division 10-30.50 of the Flagstaff Zoning Code requires new development to construct public improvements necessary to mitigate the impacts of the development.

- **Transit projects**. Because walking and biking directly support transit, pedestrian and bicycle infrastructure can often be included in federal grants and funding for transit projects.

### Regulations and plans

- **Standards**. The City's Zoning Code and Engineering Standards are the two primary regulatory frameworks for development and infrastructure. Following adoption of the ATMP, both should be reviewed and revised as necessary to incorporate any relevant recommendations from the ATMP.

- **Design guidelines**. Good design and attention to details are critical to successful pedestrian and bicycle facilities. A comprehensive set of design guidelines and best practices for pedestrian and bicycle facilities would benefit implementation of the ATMP.

- **Other plans and programs**. The City and other agencies in the region, including Coconino County, Mountain Line, NAU, MetroPlan, and ADOT, are responsible for a variety of on-going transportation programs and planning efforts. Going forward, these plans and programs may provide opportunities to incorporate the recommendations of the ATMP.



### Other opportunities

- **Pilot projects**. Pilot projects are a way to test new facilities and designs without making a long-term investment in permanent infrastructure. They also provide an opportunity to gain public feedback and explore maintenance and operational needs.

- **Tactical urbanism**. Also referred to as lighter-quicker-cheaper (LQC) projects or pop-up projects, tactical urbanism is a community-driven version of pilot projects. These projects are often used as a demonstration of how right-of-way space could be used differently, for example for community or civic space versus vehicle space.

- **Community partners**. While the City will have primary responsibility for implementation of many of the policies and strategies in the ATMP, there is still a substantial and important role in implementation for community partners and stakeholders. Successful implementation requires a community effort and will only succeed with broad participation and support.

- **Walking and biking programs**. Programmatic elements are a critical component of a well-rounded, comprehensive approach to walking and biking. Of the six traditional E's of multimodal transportation planning, only one – Engineering – involves infrastructure. The remaining five – Education, Enforcement, Encouragement, Equity, and Evaluation – are addressed through supportive pedestrian and bicycle programs. To date, the City's efforts have focused on infrastructure, but there is an opportunity and a need to expand programs for walking and biking.




## Resources

The Active Transportation Master Plan is an aspirational document, which means that the City does not currently have the resources needed to implement most of the recommendations and projects in this document.

- **Funding**. While the City is fortunate to have almost $35 million available for pedestrian and bicycle projects, this amount will fund most but not all of the projects that have been identified as first priority. Remaining second, third, and fourth priority projects are unfunded in the 20-year time frame.

- **Staffing**. At present, the City of Flagstaff does not have sufficient staff resources to undertake many of the recommendations in this plan, including those highlighted as priority actions. Bicycle Friendly Community metrics indicate that a gold-level community should have one bicycle program staff person for every 32,000 in population. Flagstaff – with a population of more than 75,000 – has one staff for its pedestrian, bicycle, and trails programs.

- **Maintenance**. Additional walking and biking facilities, as outlined in this document, will expand maintenance obligations for the City. Resources for maintenance are already a

challenge for the City; at times there is pushback against new walking and biking facilities because of maintenance concerns.

There are several ways that implementation can be managed and made more efficient with limited resources:

- Use a thorough process for setting priorities for walking and biking facilities to identify the projects that are most important and will have the most impact.
- Establish a realistic and deliberate work program that highlights the priority actions from this document. Follow the work program and avoid distractions from emerging and short-term items.
- Find ways to share the workload with other divisions, programs, and staff where work programs and missions overlap.
- Bolster staff resources using interns, student projects, and AmeriCorps VISTA workers.
- Add new program staff for walking and biking.



# 6 Planning considerations

This chapter includes a general discussion of how planning for pedestrian and bicycle accommodation fits into the larger contexts of transportation and land use planning.

## Transportation planning

Pedestrian and bicycle accommodation are fundamental components of and directly influenced by Flagstaff's overall approach to transportation planning. This section describes a variety of transportation planning concepts and methods that support both walking and biking and a balanced transportation system. These are concepts that can be used in transportation planning at all scales, from intersection improvements to a corridor master plan.

### Travel demand management

Travel Demand Management (TDM) is a transportation policy approach that reduces demand for single-occupant vehicle use, while simultaneously encouraging use of sustainable travel modes, including walking, biking, and transit. Traditional transportation planning is often focused on building capacity to meet anticipated demand, typically in terms of roadway infrastructure. TDM emphasizes reducing vehicle demand, using existing resources and capacity more efficiently, and building capacity for walking, biking, and transit.

TDM functions at two levels. At a policy level, TDM is a guiding principle or philosophy for transportation planning. At a practical level, TDM is a comprehensive collection of strategies and programs that typically include facilities for walking, biking, and transit, support programs, incentives and disincentives, employer solutions, information, encouragement, and land use.

**Typical TDM program elements**

- Enhanced and long-term bike parking
- Showers, lockers, changing rooms
- Bike share
- Bicycle repair stations
- Company bicycle fleet
- Bicycle valet parking
- Car share
- Rideshare
- Vanpools
- Carpool programs
- Transit benefits/subsidies
- Parking pricing/unbundled parking
- Multimodal wayfinding signage
- Multimodal information
- Guaranteed ride home program
- On-site childcare
- Employer-assisted housing
- Flexible work schedules
- Work from home options
- Land use changes

### Traffic and congestion

#### Congestion mitigation

Transportation plans and projects frequently cite "congestion relief" as a primary goal, and often focus on solutions that increase vehicle capacity – such as adding travel lanes and turn lanes – to meet anticipated demand. However, the relationship between travel demand and capacity is not simply linear, and increasing vehicle capacity is not always an effective approach to managing congestion.

Traffic congestion on a roadway is a form of equilibrium between drivers who choose to be on the

roadway and those who have made a different choice to avoid congestion, like taking a different route, leaving at a different time, or using another mode. Increasing roadway capacity by adding vehicle lanes allows more drivers to choose to be on the roadway, and a new equilibrium point for congestion is established. This phenomenon has been widely studied as the concept of induced traffic, and it partially explains why roads that are widened are often just as congested as before within a few years. In the meantime, widening roads is very expensive and can have a negative impact on community character, sustainability, and walking and biking.

A more effective approach includes multiple travel options that are attractive and convenient, including walking, biking, and transit, so travelers have legitimate choices for avoiding congestion. Not all options or modes will work for everyone at all times; but multiple travel options allow the public to choose what best fits their needs for that trip. In Flagstaff, there is a significant community desire for better walking and biking options. When even a few people change their travel behavior, it can make a significant difference.

As Flagstaff moves forward with planning for its transportation network, a robust community conversation is needed about traffic and congestion. This discussion needs to consider realistic expectations about congestion, a change in focus from moving vehicles to moving people, an emphasis on mobility and increasing capacity for all modes, and broader consideration of a range of community objectives for transportation.




### Traffic modeling

Traffic models help forecast future travel patterns and roadway network performance. Model results are frequently used to plan for future roadway capacity needs via through lanes, turn lanes, traffic signals, and other modifications. Traffic models are an essential tool for transportation planning, but they need to be used appropriately.

When traffic models are based on worst-case assumptions for future traffic volumes and congestion, the response can be to overbuild roadway capacity for vehicles. This becomes self-fulfilling because it encourages vehicle use and discourages walking and biking, resulting in increased traffic volumes.

Traffic models do not predict the future; they illustrate a potential outcome based on a specific set of assumptions about the future. When those assumptions are changed, different outcomes are

possible. For example, if the model assumes that people will drive more in the future, it will show more congestion, but if walking, biking, and transit use increase, there will be less congestion. Ultimately the direction we take is up to us; it is not predetermined by the model.

### Transportation impact analysis

The City requires a transportation impact analysis (TIA) for larger-scale new development to document the impacts of anticipated traffic and to plan for mitigation of those impacts. Historically, the TIA process has emphasized vehicle trips, and mitigation has been focused on expanding vehicle capacity to meet level of service (LOS) objectives. In the last decade, the TIA process has expanded to address walking, biking, and transit trips and to include mitigations that support those modes. Broadening the scope of the TIA process in this way presents an opportunity to take a more well-rounded approach to traffic mitigation and to use walking, biking, and transit to reduce the demand for vehicle travel in new development.

### Level of service

Level of service (LOS) is a principle quantitative measure used to assess traffic flow on roadways. The LOS measure assigns letter grades of A to F, with LOS "A" indicating free-flow traffic and LOS "F" representing forced or breakdown flow. LOS only measures vehicle delay; other considerations and community values, such as safety, pedestrian and bicycle accommodation, street character, and overall mobility, are not addressed.

In fact, high LOS ratings are often associated with poor pedestrian and bicycle environments. A street in an urban context – with slow-moving vehicles and significant pedestrian activity – will have a low LOS grade, while wide, fast, busy streets have a high LOS. When used as a primary criterion for evaluating transportation projects, LOS can prioritize vehicle travel over other road users. As a result, LOS should not be the primary or sole measure for evaluating mobility and other objectives in transportation planning and projects.

## Other transportation approaches

Over the past few decades, a number of different models for transportation planning have been developed and become widely recognized. These models differ in their details, but in general focus on processes for finding balance in transportation projects, meeting a variety of community objectives, and supporting multimodal options.

### Context sensitive solutions

Context sensitive solutions (CSS) describes an approach to transportation planning and street design that considers the environment in which the street is located. This means that streets should look and function differently based on where they are located, and that accommodation for walking and bicycling can vary based on the character of the area. For example, pedestrian facilities on a downtown street should be more robust than a sidewalk in an industrial area. Likewise, an arterial street through a neighborhood should look and function

**Principles of a context sensitive process**

The principles of CSS promote a planning and design process for transportation facilities that:

- Meet the needs of all users and stakeholders
- Are compatible with their setting
- Preserve scenic, aesthetic, historic, and environmental resources
- Promote safety, efficiency, mobility, multimodalism, capacity, and maintenance
- Integrate community objectives and values for sustainability, livability, community character, and neighborhood compatibility

differently than a street through a rural area. Successful CSS planning efforts are collaborative, include multiple stakeholders, encourage flexibility in design, avoid one-size-fits-all solutions, and consider a range of community objectives.

### Complete streets

A complete streets policy holds that streets should be designed, operated, and maintained to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. A meaningful complete streets policy is more than just providing sidewalks, bike lanes, and bus stops; it means that streets always provide accommodation for all users, even in temporary or interim conditions, as the default; facilities for walking and bicycling are not just present, but functional and comfortable; and operation, maintenance, and snow removal accounts for all users, including pedestrians and bicyclists.

### Complete transportation

This concept provides a method to integrate sustainable practices into transportation planning. Principles include optimizing existing infrastructure, enhancing mobility choices and safety, and supporting public priorities like community character and the environment. Strategies for planning processes include defining broad measures of success, establishing a wide range of project objectives, and considering a full set of alternatives in transportation projects.

The process for complete transportation is scalable; the principles and process can be used for large, complex corridor plans as well as determining an appropriate cross section for an intersection leg. The process is especially suited to retrofit projects and determining how to allocate available space to meet multiple needs.

### Vision Zero

Vision Zero is an approach to transportation and roadway planning with an overall goal to eliminate all traffic fatalities and severe injuries, while increasing opportunities for safe, healthy, and equitable mobility for all. The approach recognizes that people make mistakes, but roadway systems – design, speeds, behaviors, technology, and policies – can be improved to lessen the severity of crashes, and that traffic deaths and serious injuries are preventable.

## Universal design and accessibility

### Universal design

Universal design means that walking and biking facilities are usable by all individuals, regardless of age, ability, or situation and without the need for special adaptation. When transportation facilities incorporate principles of universal design, all users benefit. Some common examples of universal design include curb ramps for wheelchair access that benefit all pedestrians, FUTS trails with moderate slopes and a firm, compacted surface to accommodate wheelchair use, and pedestrian push buttons located at a height that is reachable by everyone.

**Principles of universal design**

- Equitable use
- Flexibility in use
- Simplicity and intuitive use
- Perceptible information
- Tolerance for error
- Low physical effort
- Space and room for approach and use

### Accessibility

The Americans with Disabilities Act (ADA) is a federal civil rights law that prohibits discrimination on the basis of disability. For purposes of the law, a disability is defined as a physical or mental impairment, either permanent or temporary, that substantially limits one or more major life activities. ADA became law in 1990 and was amended in 2008 to broaden the definition of disability and extend protections to more people. In Flagstaff, American Community Survey statistics indicate that one out of every 11 residents have some form of disability.

In the 30 years since ADA became law, several sets of standards and guidelines have been adopted or published. Most include some provisions for pedestrian facilities and accommodation:



- **ADA Accessibility Guidelines (ADAAG)**. Guidelines that apply primarily to buildings and building sites, but include several provisions for sidewalks such as running slope, cross slope, obstructions, and curb ramps.
- **ADA Standards for Accessible Design**. The standards are based on and similar to ADAAG, but they are enforceable standards rather than guidelines.
- **Public right-of-way accessibility guidelines (PROWAG)**. These guidelines specifically address sidewalks and other pedestrian facilities in the public right-of-way, but they have not been formally adopted as standards. As a result, they serve as a guide for "best practices" for accessible pedestrian accommodation.
- **Shared use path accessibility guidelines**. A proposed, but not adopted, supplement to PROWAG that is specific to pedestrian and bicycle paths.

## Equity

Low-income neighborhoods, communities of color, and other traditionally disadvantaged populations and groups tend to be underrepresented in transportation planning processes. However, the same populations and groups are often disparately affected, particularly in regard to mobility and reliance on walking, biking, and transit.

There are a number of ways to promote equity in transportation planning:

- **Build relationships**. Establish connections and build good relationships with neighborhoods, groups, and individuals in advance.
- **Let communities lead**. Local communities and groups have the best perspective of their situation; listen and learn from them, give value to their contributions, and share decision making with them.
- **Evaluate and measure**. Routine equity analyses of transportation plans and programs can help ensure that equity considerations are included and addressed in a meaningful way.
- **Share benefits**. Walking and biking provide a number of benefits generally; however, it is important to tailor plans and projects so the benefits are specific and meaningful to the community or neighborhood.
- **Intentional outreach**. Outreach efforts must be concerted and intentional to reach populations and communities that do not typically participate in transportation planning processes. Opportunities for meaningful participation and engagement should be brought to the community.
- **Build capacity**. Support the development of leadership and participation within disadvantaged communities and groups.
- **Recruit participation**. Include representatives from underserved communities and populations on transportation boards and commissions. This effort needs to be based on a foundation of long term and committed engagement, so representation does not become tokenism.

## Transit

### First/last mile

This concept refers to the connections that transit riders need to make at both ends of a transit trip, such as getting from home to the bus stop at one end and getting from the bus stop to their destination at the other end.




For short distances, walking is a viable option for first/last mile connections to a bus stop. However, if sidewalks and crossings are not present, or if the pedestrian environment feels unpleasant or unsafe, then even a quarter mile walk may

feel too far to walk. On the other hand, in excellent pedestrian environments, transit patrons will be willing to walk further to access transit.

Bicycling to transit can significantly extend the distance patrons are willing or able to travel to get to a bus stop, but only if complete and comfortable biking networks that connect to the stop are available. A bike-sharing system is beneficial because it allows transit riders to access transit by bike without owning a bike. Secure bike parking, especially long-term bicycle storage, at the station or destination also supports biking to transit.

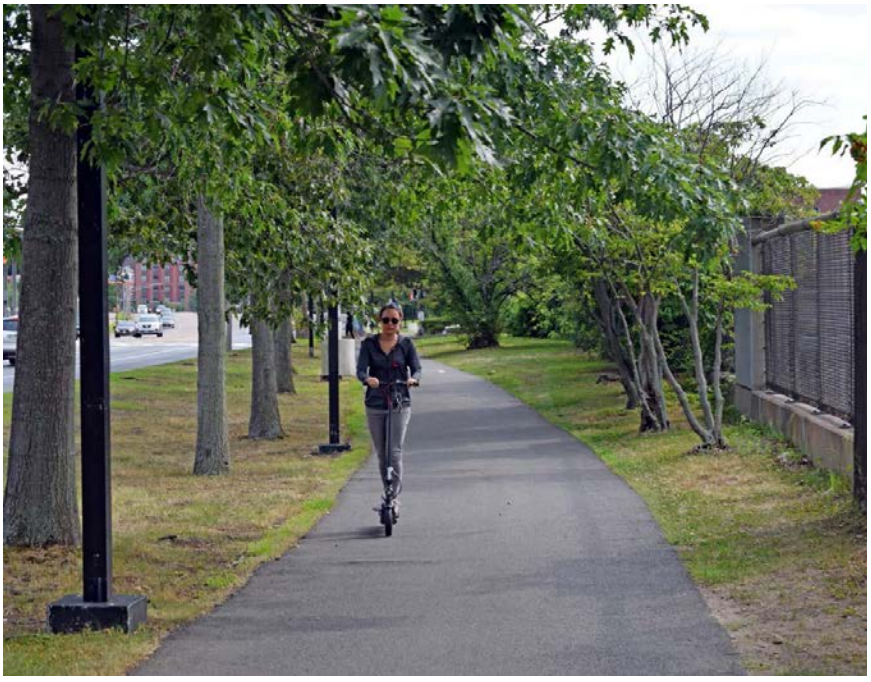
### Transit oriented development

Transit oriented development (TOD) describes dense, compact, mixed-use development centered around transit stops. At a community level, TOD encourages land use patterns that cluster higher-density activity centers near transit stops and lines. At a site level, TOD incorporates site design principles such as direct walkways, frequent crossings, and walkable streets to strengthen pedestrian access between the development and the transit stop.

## Micromobility

Micromobility is a rapidly evolving category of light-weight individual transportation devices, often driven by an electric motor, including electric scooters, e-bikes, Segways, electric skateboards, and hoverboards. Electric micromobility devices can be more efficient, affordable, and accessible than cars, and they represent a low-carbon mode of transportation to replace cars for daily vehicle trips.

The City's challenge is to encourage the potential mobility benefits of these devices without creating conflicts with pedestrians and bicyclists. There is typically an expectation that new devices will compete for the same space – sidewalks, bike lanes, and FUTS trails – that in many cases is already insufficient for pedestrians and bicyclists. However, as use of these devices expands, it may result in a reduction in motor vehicle use and suggests a potential reallocation of roadway space currently given to motor vehicles.



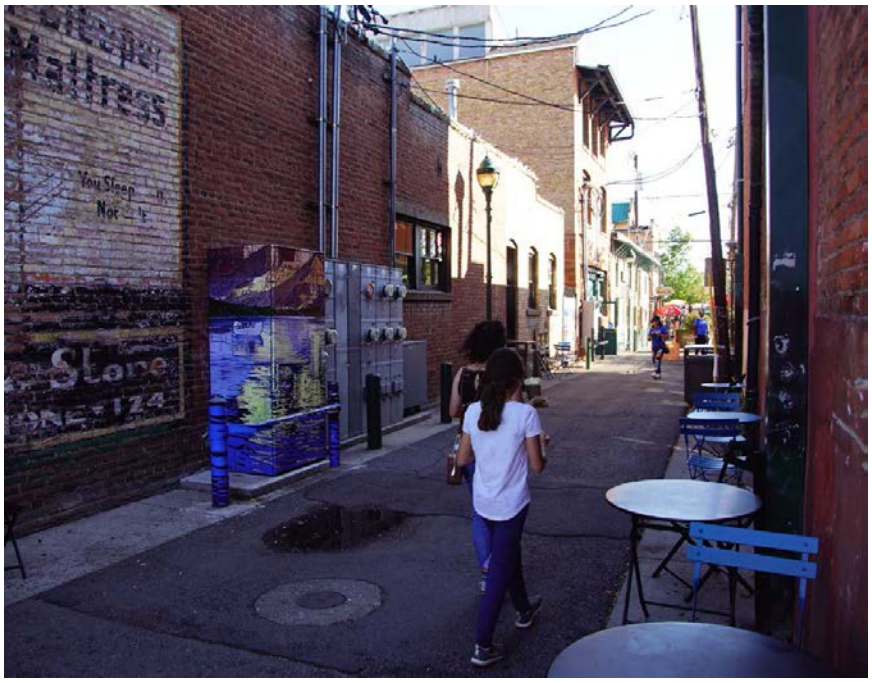
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## Land use and urban form

This section explores how walking and biking are affected by land use, city form, and urban design. Flagstaff's Regional Plan establishes a community vision for land use and urban form and provides considerable guidance regarding future growth and development patterns.

### Land use

Walking and biking are fundamentally affected by patterns of land use, development, and growth. Compact, dense, mixed-use development patterns support walking and biking, while sprawling, low-density, segregated-use patterns encourage vehicle use and are not conducive to travel on foot or bicycle.



- **Compact form**. Infill development, as opposed to growth at the periphery of the community, uses existing resources and infrastructure more efficiently, keeps distances short for walking and biking, and helps keep neighborhoods at a human scale.
- **Density**. Means more residences, shops, services, and jobs are clustered in a compact geographic area, which reduces travel distances and creates more opportunities for walking and biking.
- **Mixed use**. A diversity of uses within a neighborhood or in proximity to one another makes it possible to walk or bike for daily needs; for example, biking to work or school, walking around the corner to get lunch, or making a short bike ride to an appointment.

MetroPlan's Trip Diary Survey provides empirical evidence of the relationship between land use patterns and walking and biking. In Flagstaff's core area – which is generally compact, dense, and mixed-use – almost 60 percent of trips are made by walking, biking, or transit. In contrast, only 11 percent of trips are made by walking, biking, or transit in the rest of Flagstaff, which is more low-density and vehicle-dominated in character.

## Urban design

The pedestrian and bicycle environment is significantly affected by elements of urban design, including building setbacks and orientation, architecture and building facades, streetscaping, and landscaping. Most people – pedestrians and bicyclists included – respond positively to active, engaging, interesting, and pleasant streets and buildings. Urban design can also dramatically impact the perception of distance; people are much more willing to walk or bike longer distances if the area they are traveling through is interesting and appealing.

While urban design considerations are typically thought of as relevant to urban contexts, the principles are readily adaptable to suburban environments as well. In many ways, good design is even more imperative in suburban environments to overcome the negative effects that low-density, sprawling development, and isolated land uses have on walking and biking. Suburban areas may be more difficult to transform into walkable urban places, but there is still much that can be done to enhance walkability and bicycle friendliness overall.

## Placemaking

Placemaking describes a process of transforming the public realm into quality places for people. Placemaking strengthens the connection between people and the places they live and helps create public spaces that contribute to community character and a sense of well-being. Urban design, public art, landscaping, and amenities are all aspects of placemaking.



Streets are our most fundamental and ubiquitous shared public space and consequently have tremendous potential for placemaking. Streets are generally considered in functional terms for cars and parking, although historically streets have served a variety of community functions, including recreation, conversation, celebration, protest, gathering, interaction, shopping, performance, culture, art, and lingering.

Pedestrian and bicycle facilities are both elements of placemaking and greatly enhanced by placemaking. Walking and biking function at a human scale, so small, local placemaking gestures in conjunction with pedestrian and bicycle networks are often the most meaningful.

Examples of placemaking for walking and biking include:

- Artistic or decorative elements incorporated into the design of transportation infrastructure.
- Formal public art installations located along FUTS trails and other walking and biking networks.
- Seating areas, benches, pocket parks, community gardens, plazas, and other civic spaces located along FUTS trails and other walking and biking networks.
- Interpretive signs, historic plaques and markers, and memorials that acknowledge and celebrate historic locations and neighborhoods.
- Community events that promote walking and biking, including themed walks and bike rides, cyclovias, open streets, and neighborhood gatherings.
- Streetscaping, landscaping, and other pedestrian amenities along street corridors.

## Connectivity

The pattern of streets in the community, and the resulting level of pedestrian and bicycle connectivity, is another important determinant for the pedestrian and bicycle environment. There are two models that describe street networks – the traditional grid and the suburban loops-and-lollipops – that represent opposite ends of a spectrum.

Traditional grids have several advantages for walking and biking, including allowing multiple routes and options for walking and biking, and reducing distances and out-of-direction travel. A loop-and-lollipop network works against walking and biking in a number of ways; large block sizes and circuitous street patterns limit route options for walking and biking and require out-of-direction travel, and the hierarchical street pattern can force pedestrians and bicyclists onto wider, faster, busier arterial streets that are not comfortable and difficult to cross.

Regardless of the street network, it is possible and often desirable to create a pedestrian and bicycle grid that is denser than the street network and provides a higher degree of connectivity for walking and biking. Where the street network is not well-connected, and blocks are very large, short pedestrian and bicycle connections between streets, neighborhoods, commercial areas, and

**Street connectivity**



Traditional grid



Loops and lollipops

other destinations can significantly improve non-motorized access. FUTS trails can also provide additional access within a neighborhood, as well as connectivity to surrounding areas. Major streets in an area can form barriers and interrupt the pedestrian/bicycle grid unless frequent crossings are provided.

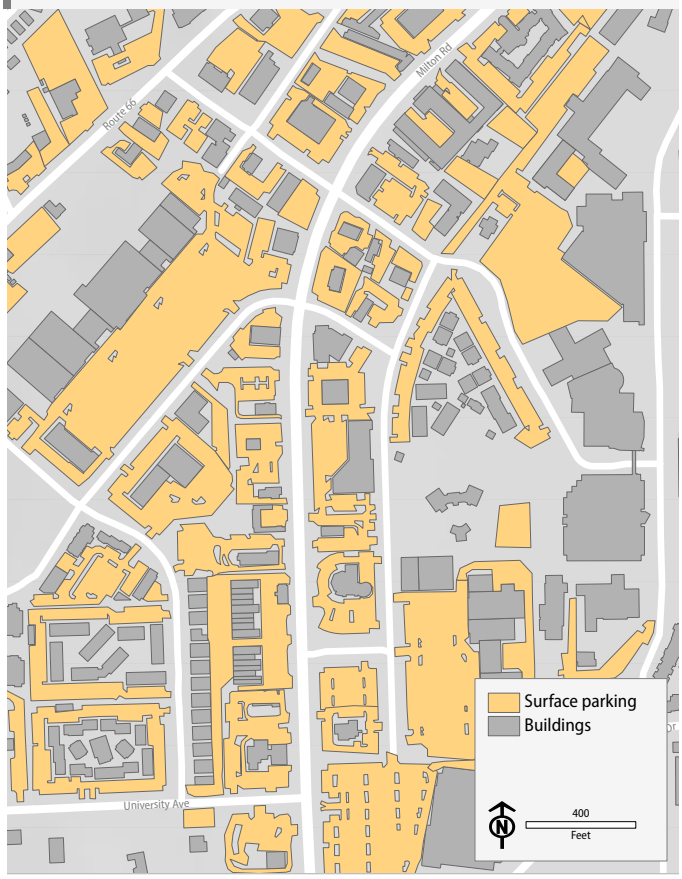
The density or spacing of the non-motorized grid should vary by context and area type. In an urban area or activity center, grid spacing should not exceed 300-350 feet, and in some cases can be as small as 150 feet. In downtown Flagstaff, for example, alleys are important pedestrian facilities and reduce the grid spacing to about 175 feet. In suburban areas, maintaining a consistent grid is more difficult, but should be no more than 660 feet (an eighth of a mile). The frequency of crossings on major streets often increases the spacing to 1320 feet (quarter-mile) or more.

## Parking

Vehicular parking lots often work against walking and biking in a number of ways:

- Parking lots can take up large areas of land, which works against density and compact form and the benefits that go with them.
- Abundant parking provides an encouragement to drive.
- Parking lots at the front of a building create a barrier for pedestrians between the building and the street that is challenging to cross.
- Parking located in front of buildings and along the street creates expanses with little interest or appeal to pedestrians and makes it difficult to maintain a pedestrian scale.

**Surface parking along Milton Rd**




At the same time, parking can be a difficult community conversation because there is often an uneasiness with the idea of providing less parking and a concern that parking will not be convenient or available when it is needed. An inadequate supply of on-site parking is perceived to result in a number of problems, including blocked driveways, parking on sidewalks and in landscaped areas, and parking demand being pushed into other areas.

There are a number of ways to manage the demand for parking and mitigate its impacts:

- **More on-street parking**. On-street parking helps reduce the demand for on-site parking

spaces, and can provide additional benefits like providing a buffer for pedestrians and reducing traffic speeds.

- **Encourage shared parking**. Sharing parking between adjoining parcels and uses can help even-out parking demand across a larger area.

- **Parking structure**. A parking structure in Downtown or the Southside would help ease concerns about the availability of parking, and allow conversion of street parking to public space.

- **Unbundle parking fees from rent**. Unbundling allows residents and tenants to pay for parking only if they need it. This helps lower the cost of housing, mitigates demand for parking, reduces vehicle trips, and incentivizes walking, biking, and transit.

- **Reduce demand**. Encouraging other City incentives and requirements can help reduce demand for parking, such as bike share, enhanced bike parking, transit passes, and car share options.

- **Review parking minimums**. Current minimum standards for parking in the Zoning Code should be reviewed to match actual demand and not encourage excess parking. Parking minimums in urban areas and activity centers can be lower than suburban areas.

### Area types and activity centers

The Regional Plan describes three different area types – urban, suburban, and rural – to help define the character of existing development and plan for future growth and redevelopment. Area types are also useful for defining the context and planning appropriately for pedestrian and bicycle accommodation.

#### Urban

Urban areas include older, historic areas like Downtown and the Southside that were developed prior to the automobile and contribute to Flagstaff's unique character. Land use in urban areas tends to be denser, more compact, and mixed-use. Urban areas are the most walkable and bikeable due to their density, compact form, and a tight grid street pattern. Streets tend to be narrower, slower, and more inviting, although there is often less space available for dedicated walking and biking facilities.

Walking and biking should generally be favored over automobile travel in urban areas, especially when there is limited room in the right-of-way and competition for space. Streets should be designed for an urban context, as opposed to imposing a suburban-style street into an urban environment.

#### Suburban

Land use and street patterns in suburban areas are generally less conducive to walking and biking for a number of reasons. Land use tends to be low-density, homogenous, and isolated by large roads and parking lots. Block sizes can be very large, and the street grid is often disconnected.

Streets are designed to prioritize vehicle movement, and there is abundant parking. Streets are hierarchical from local to arterial, so those most useful for travel are also the widest, fastest, and busiest.

As a result, suburban areas require additional effort to make them more pedestrian and bicycle friendly. Over time, land use patterns in suburban areas can be transformed to become more dense, compact, and mixed use. Suburban streets can also be transformed to be less automobile-dominated and more like complete streets and community places. Additional non-motorized corridors and connections create better connectivity for pedestrians and bicycles.

### Rural

This area type is defined by very large lots and very low-density residential neighborhoods. The region's outlying communities fall into this category, but only a few areas within Flagstaff city limits are considered part of the rural area type. Streets in rural areas typically provide little or no accommodation for walking and biking. Additionally, roadway connections between Flagstaff and its outlying communities are often highways which are not conducive to walking and biking.

Local streets in rural areas should provide sidewalks as a minimum accommodation for pedestrians. Collector and arterial roadways should always accommodate pedestrians and bicyclists, including sidewalks and bikeways.

### Activity centers

Activity centers are locations identified in the Regional Plan as appropriate for clusters of mixed-use, compact, dense development or redevelopment. The area included within an activity center is defined by a quarter-mile pedestrian shed and based on a five-minute walking distance. Activity centers represent areas where land use and development patterns can be transformed over time to better support walking, biking, and transit. Activity centers also provide an opportunity for enhanced pedestrian and bicycle accommodation.



### NAU campus

In this discussion of land use and urban form, the Northern Arizona University (NAU) campus warrants special consideration. With nearly 30,000 students, the NAU campus is the most substantial generator and attractor of travel trips in Flagstaff. The NAU campus is also centrally located and part of Flagstaff's core area, along with Downtown and Southside. This creates enhanced potential for walking

and biking, and it means the campus occupies a prominent space in our overall pedestrian, bicycle, and FUTS network.

Multiple, convenient, non-motorized points of access between the campus and the community are needed to better facilitate walking and biking trips to campus. Accommodating pedestrian and bicycle travel through campus is also important for Flagstaff's overall walking and biking networks. For bicyclists travelling from southern neighborhoods to Downtown, for example, the best travel routes go through campus.

NAU is a separate governmental entity and outside of City jurisdiction, which makes cooperation and coordination with NAU paramount to any pedestrian and bicycle efforts.

# 7 Design guidance

This chapter examines the impact of street and intersection design on walking and biking, and provides general information on design features for pedestrian and bicycle accommodation.

## Streets

The design, function, and character of streets and intersections are significant determinants of walkability and bicycle friendliness, beyond the simple provision of basic facilities like sidewalks and bike lanes. This chapter acknowledges the impact of street and intersection design on walking and biking, and the information presented here provides detailed guidance for more comfortable pedestrian and bicycle accommodation.

### Right-sizing

Right-sizing refers to the principle of planning for streets that are not wider than they need to be. Wide streets are detrimental to walking and biking for a number of reasons; crossing distance is increased, vehicle speeds tend to be faster, and they are generally less comfortable for walking and biking. There are four street elements to consider in right-sizing:

- **Travel lanes**. Multiple travel lanes (two or more in each direction) can result in faster vehicle speeds, more difficult and less safe crossings, and generally less comfortable streets for walking and biking.

- **Lane width**. Excess lane width also encourages faster vehicle speeds and adds to crossing distance. Where street space is constrained, wide travel lanes take space that could be otherwise used to add or enhance pedestrian and bicycle facilities. Standard lane width for arterials and collectors in Flagstaff is 11 feet, or 12 feet for designated truck routes. For many streets, narrower lane widths would be possible, and in fact are already in use on some streets.

- **Additional lanes at intersections**. Right and left turn lanes are often added at intersections to improve traffic flow. This can result in intersections that are much wider than the adjoining street segments. It also makes them more difficult, and in some cases less safe, for crossing pedestrians and bicyclists.

- **Right turn lanes and bus pull outs**. Right turn lanes and bus pull-outs are often added along major street segments to improve traffic flow. They are intended to reduce delay to through vehicles caused by right-turning vehicles or stopped buses; however, they can also have the effect of allowing increased vehicle speeds.

When additional travel or turn lanes are considered for any street, there should be a thorough review of options and trade-offs, including whether additional lanes are needed, if induced traffic will nullify any benefits from increased vehicle capacity, if there are safety benefits or issues, if other options to increase capacity have been considered, whether the context is suitable for a

wide road or intersection, if there will be disparate impacts on vulnerable roadway users, if all potential community impacts have been considered, and if the benefits outweigh the adverse impacts.

### Road diets

In a few cases, where streets have more lanes than are needed based either on current or projected traffic volumes, removal of unnecessary lanes should be considered. The space created by decommissioning lanes would be very beneficial for expanded pedestrian and bicycle facilities or community space. Candidate streets for road diets might include:

- Aspen Ave – Humphreys to Elden
- Beaver St – Butler to Columbus
- Birch Ave – Humphreys to Elden
- Butler Ave – Continental to end
- Country Club Dr – Soliere to Oakmont
- Fremont Blvd – Mountain to Kramer
- Lake Mary Rd – High Country to J.W. Powell
- San Francisco St – Butler to Columbus

### Speed management

Slowing vehicle speeds is one of the most effective ways to enhance safety for all road users, especially vulnerable users. Slower speeds reduce the likelihood that crashes will occur by increasing reaction times for drivers, decreasing required braking distance, and expanding a driver's field of vision. Slower speeds also reduce the severity of crashes; a pedestrian struck by a vehicle at 40 mph has a 20 percent chance of survival, but at 20 mph a pedestrian's survival rate increases to 80 percent.



Slower speeds are also essential to creating streets that are more comfortable for walking and biking, less intimidating to cross, less likely to function as a community barrier, and more likely to be a community place. Roadway design, character, and context elements can be the most effective techniques for managing speed:

- Allow on-street parking on more arterial and collector streets. This also helps reduce the need for large parking fields on private

parcels.

- Keep streets from being overbuilt with extra lanes and wider-than-needed lane widths.
- Add turn lanes and bus pull-outs sparingly. Where turn lanes are used, design them to be slow speed.
- Include regular crossings for pedestrians and bicyclists, including flashing beacons and enhanced crossings.
- Incorporate streetscaping, including street trees and landscaped medians, into roadway design.
- Design street geometry, curves, and alignments to help lower speeds, based on context and functional class.
- Include bump-outs, neckdowns, median islands, and other traffic calming features in street design.
- Use context and street hierarchy to help guide street design and set appropriate speeds. Higher volumes on non-residential streets allows slower speeds and reduced volumes on neighborhood streets.
- Provide visual clues in street and streetscaping design for transitions from one context to another, such that drivers feel like they should slow down when the street enters a neighborhood.
- Design intersections and roundabouts to encourage slower speeds.
- Include enhanced bicycle facilities along the edges of the street, like buffered and separated bike lanes.
- Encourage pedestrian and bicycle activity. Drivers are more mindful of walkers and bikers when they regularly expect to encounter them.
- Place buildings, outdoor areas, community space, and other activities close to the street.

### Intersections

Intersections provide a place for pedestrians and bicyclists to cross busy streets, especially when vehicle traffic is controlled by a traffic signal or stop signs. However, large, busy intersections can also be intimidating for pedestrians and bicyclists, and intersections with multiple turning movements create multiple potential conflicts points between vehicles and pedestrians or bicyclists. In these circumstances, large intersections can function as a barrier for multimodal transportation networks.

Intersections should be kept compact and small to help minimize crossing distances and crash

exposure for pedestrians and bicyclists. Slip lanes and other features that encourage higher speeds should be generally avoided. Crossings should be simple and easy to understand, with crosswalks placed where pedestrians want to cross and where drivers will see them. Use smaller radii at corners to decrease crossing distance, slow turning vehicles, and simplify placement of curb ramps.

### Traffic signals

Traffic signals are used at higher volume intersections to assign right-of-way and regulate the flow of traffic. While traffic signals provide accommodation for crossing pedestrians, they do not guarantee comfort or safety. There are a number of signal elements that support walking and biking, including bicycle detection, accessible pedestrian signals, right-turn-on-red restrictions, and lead pedestrian or bicycle intervals.

### Roundabouts

Roundabouts can be more efficient than a signalized intersection because they slow vehicular traffic but allow it to keep moving. There are fewer conflict points, and no left turns at roundabouts, so there are typically fewer crashes. The efficiency of roundabouts can help avoid the need for large multilane intersections.



Woodinville, Washington *Toole Design Group*

- **Pedestrians**. For pedestrians, crossings can be safer and less difficult than at conventional signalized intersections because vehicle traffic is slowed, crossings are broken into individual segments, there are only a few traffic lanes to cross, and there are fewer points of conflict with turning vehicles.

- **Bicyclists**. For bicyclists, there are two options for riding through a roundabout. Bike lanes do not continue through a roundabout, so a cyclist either takes the lane and proceeds through as a vehicle or exits onto the adjoining sidewalk to proceed through as a pedestrian. In the first case, many bicyclists will only feel comfortable where traffic speeds and volumes are low through the roundabout. For the second case, it is important to include adequate accommodation for bicyclists who choose to leave the roadway, including exit/entry ramps and wide pathways or separated lanes around the perimeter of the roundabout.

Multi-lane roundabouts operate somewhat differently than single-lane roundabouts; vehicle speeds are more difficult to slow, and there are additional lanes to cross. As a result, research

suggests that some of the safety benefits for pedestrians and bicyclists at single-lane roundabouts are compromised at multi-lane roundabouts. Similarly, slip lanes or channelized rights at roundabouts make it more difficult to manage speeds and provide another lane to cross.

## Pedestrian facilities

This section includes an in-depth review of best practices and design guidance for a variety of pedestrian and bicycle facilities. Attention to detail is critical to making walking and biking functional and attractive; the information presented here is intended to provide that detail.

### Sidewalks



Sidewalks are the most basic and important facility for walking and a fundamental component of a pedestrian-friendly community. Although they are sometimes taken for granted, or their importance is overlooked, sidewalks provide numerous benefits by:

- Providing a place for pedestrians, away from vehicles, that makes it comfortable and appealing to walk.
- Encouraging people to be more active; people who live in neighborhoods with sidewalks are more likely to be active on a regular basis.
- Enhancing safety for walking; sidewalks reduce pedestrian crashes up to 88 percent.
- Benefitting property values; houses with sidewalks have been found to sell for more, and in less time, than houses without sidewalks.
- Providing public/community space that promotes social interaction and makes neighborhoods more vibrant.
- Promoting equity in neighborhoods; all residents can use sidewalks, regardless of age, ability, or income.

The minimum required width for sidewalks in Flagstaff is five feet for local and collector streets and six feet for arterials, although the width varies and is generally wider in transect zoning

districts. A review of current standards is recommended to consider wider sidewalks, and to refine width requirements to cover a range of land uses, contexts, and area types.

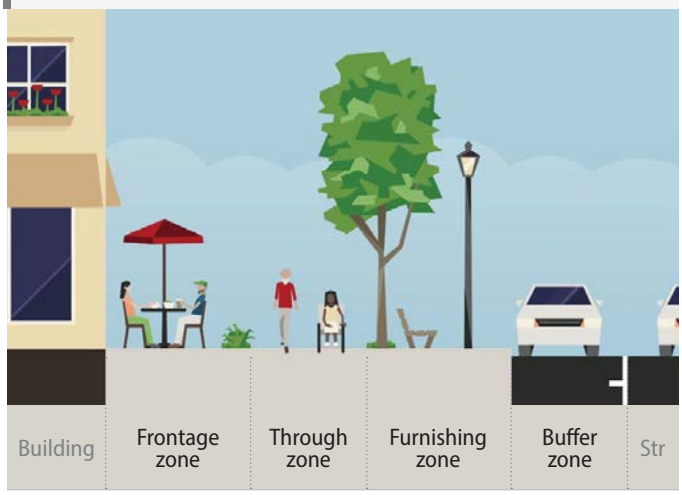
Where sidewalks are missing or located only along one side of a street, a "goat path" invariably develops by people walking where the sidewalk should be. While it may be tempting to consider situations where sidewalks are not be needed on one or both sides of a street, this line of inquiry is generally proven wrong by subsequent patterns of use. Basic pedestrian accommodation dictates that sidewalks should always be present on both sides of the street.

### Pedestrian zones

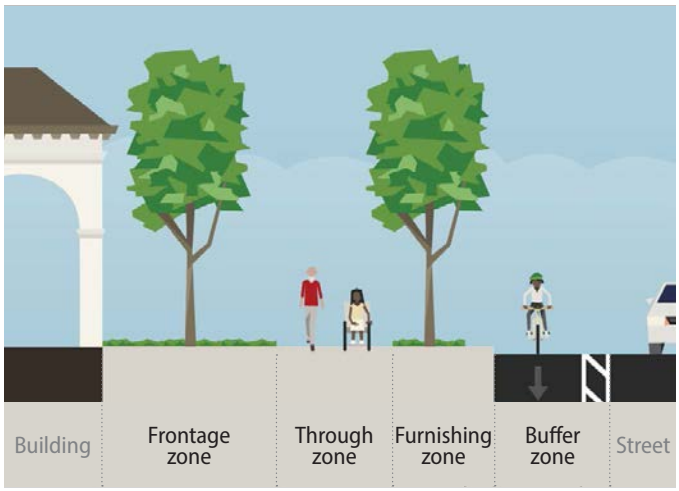
While the term "sidewalk" generally refers only to the strip of pavement where people walk, the concept of pedestrian zones introduces a more encompassing term that comprises four distinct components:

- **Pedestrian through zone**. Describes the primary pathway or walking surface for pedestrians that runs parallel to the street. This area is intended for pedestrian travel, and as a result, it should be continuous, follow a direct alignment, and be free of encroachments and obstructions.
- **Furnishing zone**. This is the strip of land between the street and the through zone. In urban areas, the furnishing strip can be hardscaped and is the preferred location for a variety of street elements, such as light poles, benches, and fire hydrants. In a suburban context, the furnishing zone is referred to as a parkway and can be landscaped.
- **Frontage zone**. Refers to the area from the through zone to the front of buildings. Various private elements belong here, including sidewalk cafes, storefronts, and outdoor sales. This zone can also support the public realm in the form of seating and gathering areas, public art, plazas, and streetscaping. The character of the frontage zone can vary by context: hardscape elements are appropriate in urban areas, while in suburban areas, the frontage zone can be a landscape buffer or a natural area between the sidewalk and a building or a parking lot.

**Pedestrian zones**




Urban




Suburban

- **Buffer zone**. Although not always present, this comprises the additional space between the furnishing zone and vehicle travel lanes on the street. The buffer zone includes on-street parking, bike lanes, and curb extensions or swellings.

All four zones are important elements for pedestrians and should be considered as integral to the sidewalk.

### Furnishing strips and parkways

Parkways and furnishing strips, as described in the section above, serve a number of valuable functions for pedestrian accommodation. Parkways:

- Serve as a buffer between pedestrians and the street and contribute to pedestrian safety and comfort.
- Provide a place to store snow cleared from the street. When a parkway is not present, snow is either plowed onto the sidewalk or into the bike lane.
- Collect cinders in the winter and help keep them away from the walkway.
- Keep construction signs, trash bins, and other obstructions from blocking the sidewalk or bike lane.
- Create space for street trees, utilities, and streetscaping.
- Make it easier to maintain accessible sidewalk grades across driveways and curb ramps.

The furnishing strip or parkway is sometimes eliminated in street projects or new development, particularly in circumstances where right-of-way is restricted. For infill or retrofit projects, the parkway or furnishing strip should only be eliminated for good cause and when no alternatives exist. Mitigation should be required, such as a wider sidewalk or other buffers. In greenfield development, the furnishing strip or parkway should always be provided.

## Bicycle facilities

### Bikeways

Bikeways are a network of linear transportation corridors intended to accommodate bicycle use. Historically, Flagstaff has accommodated bicyclists with conventional bike lanes on collector and arterial streets, as well as paved FUTS trails along a few streets to provide an alternative for bicyclists who are not comfortable on the street.

This document introduces a more robust plan for a bikeways network based on the following characteristics:

- **Low stress**. Most people will feel safe and comfortable riding a bicycle, regardless of their ability or experience. The network is intended to appeal to the interested-but-concerned segment of the population, an estimated 60 percent of the population who would like to ride more for commuting and errands if comfortable bicycle infrastructure were in place.

- **Hierarchical**. The planned network is organized around a hierarchy of primary, secondary, and third level bikeways. The hierarchy helps guide a variety of policies and practices for bikeways; primary and secondary bikeways are prioritized for construction and implementation, are more likely to include separated facilities, and are considered priority routes for maintenance, snow clearing, sweeping, and closures. The hierarchy also plays a valuable role in wayfinding.

- **Comprised of a variety of facilities**. The planned bikeways network is comprised of a variety of facilities, which are categorized based on the extent of separation from traffic:

  - **Shared street facilities** include bike routes and bike boulevards on low-volume and low-speed neighborhood streets.
  - **Dedicated facilities** like conventional and buffered bike lanes provide bicyclists with their own dedicated space within the roadway.
  - **Separated facilities** like separated bike lanes, cycletracks, and FUTS trails physically remove bicyclists from traffic.

- **Includes intersections and crossings**. A variety of intersection and crossing treatments are planned as critical components of a low stress bikeways network, including enhanced crossings, separated intersections, and grade-separated crossings.



Vancouver, British Columbia *Carl Sundstrom*

- **Comprehensive and cohesive**. The network is planned to allow bicyclists to travel comfortably and conveniently to destinations and neighborhoods throughout Flagstaff. The system is unified through a system of wayfinding, identification, and branding.

### Bicycle parking

Bike parking encourages bicycling because it provides a location for secure bicycle storage when bicyclists reach their destination. When bike parking is unavailable, inconvenient, or not functional, people may be discouraged from bicycling. Additionally, accommodating bicycle

parking eliminates the clutter, hazards, and damage that can result from unintended or unplanned bicycle storage.



At locations where bikes will be left or stored for longer periods of time, such as employment centers, student housing, transit centers, and high-density residential development, there is a need for greater security and protection from the weather. Options for long term parking include shelters, lockers, cages, and indoor rooms. Flagstaff's Zoning Code includes requirements for short term bike parking, but does not cover longer term bike storage.

Bike parking for special events encourages bicycling, minimizes the traffic impacts of events, and reduces demand for vehicle parking. Some opportunities for special event parking include encouraging community groups to sponsor valet bike parking, adding permanent bike parking at event venues, and working with event organizers to provide banks of temporary bike parking.

### Bicycle support facilities

A variety of other facilities provide support and encouragement for bicycling:

- **Bike stations**. Bike stations or hubs are facilities that provide a variety of services, typically intended for commuter cyclists, that might include secure indoor bicycle storage, showers and changing rooms, repair services or self-serve repair stands, sale of basic parts like inner tubes, lights, or locks, and commuter assistance and information. Stations and hubs are scalable and can range from a basic self-serve facility to a deluxe facility that has regular staff and offers repair services, retail sales, or even a coffee shop. Space in public parking garages is often used for bike stations.

- **Repair stands**. Essentially a micro version of a bike station, these small, self-service repair stands typically include a place to hang a bicycle for repairs, an air pump, and basic tools. Because they are small and inexpensive, they can be scattered throughout the community at a variety of public and private locations.

- **Bicycle collectives**. A bicycle collective – or community bike shop, bike kitchen, or bike co-op – is typically a non-profit, community-based entity that provides a variety of services for low-

income and other disadvantaged populations, such as inexpensive or free bicycles, low-cost or free repairs, rentals, tool libraries, bicycle and parts recycling, earn-a-bike programs, and safety and maintenance classes. Such facilities increase bicycle access to underserved populations that rely on walking and bicycling for mobility.

## Trails

### Flagstaff Urban Trails System (FUTS)

The Flagstaff Urban Trails System, or FUTS, is a citywide network of shared use pathways that are used extensively by walkers, bicyclists, and other users for both recreation and transportation. The current network of FUTS, which comprises 59 miles of multi-use pathways, is an important pedestrian and bicycle facility and a complement to on-street networks.



About half of the miles of existing FUTS trails are paved, either in concrete or asphalt, and half consist of a hard-packed, aggregate surface. FUTS trails are generally eight or ten feet in width to allow mixed pedestrian and bicycle traffic. With a few exceptions, FUTS trails are operated and maintained by the City.

FUTS trails offer a diverse range of experiences for walking and biking; some trails are located along busy streets, while others traverse beautiful natural places – canyons, riparian areas, grasslands, meadows, and forests – all within the urban area of Flagstaff. The system connects neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest, and allows users to combine transportation, recreation, and contact with nature.

#### Transportation and recreation

FUTS trails serve both a transportation and a recreation function. Although some trails are used primarily for transportation, and others function mainly for recreation, most strike a balance somewhere in between. In fact, FUTS are most successful when they serve both functions. For example, an ideal FUTS trail is one that gives access to destinations and serves a meaningful transportation function, but also traverses natural areas and provides an enjoyable and pleasant experience.

### FUTS as bikeways

Flagstaff's practice for bicycle accommodation along busy streets has consisted of conventional bike lanes on street and FUTS trails adjacent to some streets for those bicyclists who are not comfortable in the bike lane. Implementation of a low stress bikeways network, as described in the section above, means that in many locations FUTS trails may no longer be required to function as an alternative for bicyclists along busy streets. FUTS trails, howeverm, will remain an important component of the bikeways network.

## Greenways and open space

Greenways describe linear, open corridors along FUTS trails in a variety of conditions and configurations. In some cases, greenways can be expansive in scale and part of the regional park and open space system. In other cases, a greenway can be narrow and specific to the trail. Parks and recreation space, natural areas, landscaping, and undisturbed portions of a site along a trail can all function as a greenway.



The presence of a greenway can significantly enhance the recreational or commuting experience for trail users by creating a more pleasant experience, providing a way to access nature at a local level, and offering a contrast or respite from urban development. At the neighborhood or regional level, greenways can help organize neighborhoods and define urban form, create corridors between neighborhoods and regional parks and open space, and complete a regional interconnected open space system. FUTS trails often follow natural corridors, so there is already substantial overlap between FUTS and the linear greenways system of washes, hillsides and canyons throughout Flagstaff.

There are two options available to help secure and implement greenways, both of which will require further exploration and refinement, as well as adoption of guidelines and standards. The first is to review current Zoning Code standards for ways to secure greenways as part of private development, including resource protection standards, civic space, and open space requirements. The second is to plan for greenways in conjunction with the City's overall open space strategy and plan, to ensure the City is positioned to take advantage of emergent opportunities for acquisition and preservation.

### Other trails and facilities

A series of other kinds of trails and trail facilities are planned as complementary to the main FUTS system. These are described in more detail in Chapter 8, and include the following:

- Neighborhood trails
- Singletrack trails
- Singletrack access trails
- Forest access points
- Trailheads and trail hubs
- Outlying neighborhood connections

## Crossings

This section describes facilities that allow pedestrians and bicyclists to cross busy streets safely and comfortably. Two general categories are described here: at-grade and grade-separated crossings.

### At-grade crossings

At-grade crossings are an essential component of the pedestrian and bicycle network, and the ability to cross a street comfortably and safely is as important to walkability and bicycle-friendliness as walking or biking along the street. In general, additional formal crossings would be beneficial for walking and biking along most major streets in Flagstaff, and finding opportunities to increase available crossings is an important component of this plan.

Pedestrian behavior is a function of human nature. Pedestrians wish to cross the street for the basic purpose of reaching a destination on the other side. Where formal crossings are not present or are spaced far apart, pedestrians will cross where it is most convenient, even if it involves an element of risk.



#### Crossing hierarchy

Appropriate facilities for an at-grade crossing are determined by the characteristics of the street at the crossing location; in particular, the speed and volume of traffic, the number of lanes to cross, the presence of a raised median in the middle of the street. In general, streets that are higher volume and

speed, have more lanes to cross, and lack a raised median require additional facilities to make the crossing safe and comfortable for pedestrians and bicyclists.

### Crossing types

Four types of crossings are considered here, listed generally in order of how much assistance is provided for the crossing.

- **Beacon crossing**. Crossing beacons are pedestrian-activated flashing lights that are appropriate on streets where the width, volume, and speed of traffic make crossing difficult without the aid of the beacon. Two types of pedestrian-activated flashing beacons are presently in use in Flagstaff:
  - **Round or rectangular rapid flashing beacons** (RRFB) feature an amber flashing light that draws attention to the crossing and reminds drivers to yield to pedestrians in the crosswalk
  - **Pedestrian hybrid beacons** (PHB) are a traffic control device with red lights that require vehicles to stop for pedestrians. They are sometimes referred to as a HAWK crossing.

- **Enhanced**. Enhanced crossings include a variety of features that help slow traffic, shorten crossing distances, break crossings into separate parts, increase visibility, or in general make the crossing safer and more comfortable. Enhanced crossing treatments may include median islands, curb extensions, landscape features, high-visibility markings, advance warning signs, and pedestrian-scaled lighting. Enhanced crossings are appropriate on moderate to high speed and volume roadways.

- **Median**. This type of crossing uses median islands in a series at several locations along the length of the corridor. Median crossings are suitable for three-lane streets that include one travel lane in each direction plus a two-way center lane; the medians can be added along sections of the center turn lane. Other enhanced features can be considered as well when necessary or beneficial.

- **Basic**. This includes basic crossing features, such as curb ramps and crosswalk markings (in suitable locations), at defined intersections along minor collector and commercial street corridors. For high use crossings, additional features like pedestrian lighting, crossing signs, and in-street crossing markers can be used.

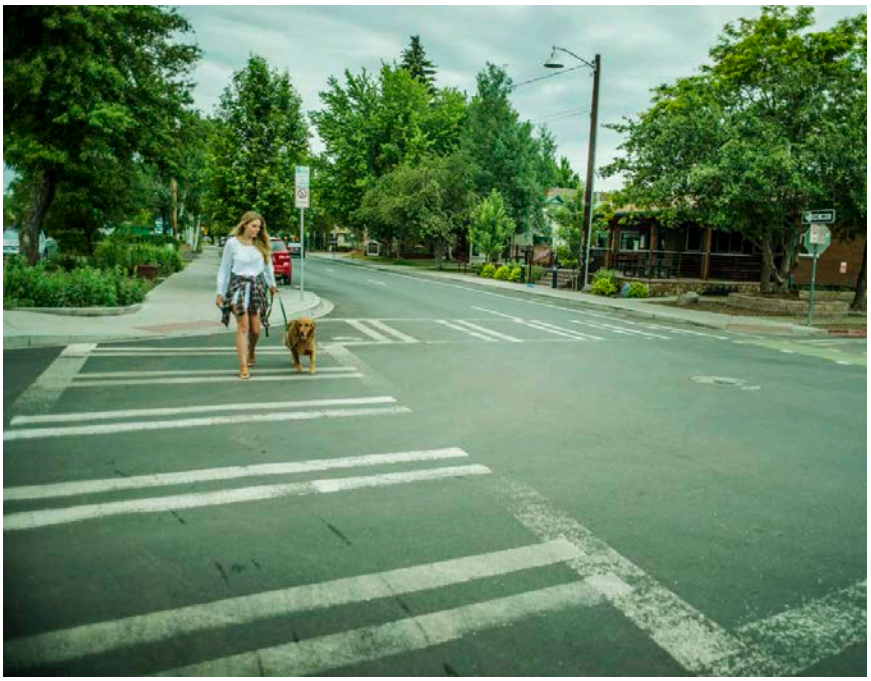
### Crosswalks

Per Arizona Revised Statutes § 28-601, legally defined crosswalks exist at all street intersections, whether or not they are painted with crosswalk markings. Legal crosswalks also exist at non-intersection, mid-block locations when they are distinctly marked.

Simply marking a crossing does not make it safer. When a street is unsafe to cross, it is typically due to a combination of factors including vehicle speed and volume, crossing distance, sight distance, visibility, and driver expectation. Making the crossing safer may require other improvements and enhancements to mitigate these conditions, as illustrated in the preceding passage on crossing types. Contrary to popular belief, there is little evidence to support the notion that marked crosswalks give pedestrians a "false sense of security" when crossing.

### Other crossing types

This plan includes some specific crossing types that deserve additional guidance:



- **Bikeway crossings**. There are a variety of crossing types that are designed specifically to accommodate bicyclists, including bike hawks, toucans, and separated intersections and roundabouts. Bikeway-specific crossings are planned in conjunction with the bikeways plan, but in some cases overlap with the planned at-grade and grade-separated crossings described in this section.

- **FUTS crossings**. There are a number of locations along the FUTS system where trails cross major streets, including many midblock crossings. In some cases, midblock locations are preferred to intersections, because there are fewer lanes to cross and the crossing is simpler. All midblock FUTS locations should include formal crossing facilities to avoid any ambiguity with state law. The design of FUTS crossings should support both pedestrian and bicycle use.

### Grade-separated crossings

Grade-separated crossings refer to structures that convey pedestrians and bicyclists over or under interstates, railroad tracks, and major roads. Grade-separated structures include dedicated bridges and tunnels for the exclusive use of pedestrians and bicyclists, as well as street underpass and overpass structures that include facilities for walking and biking.

Grade-separated crossings can add significant value to the walking and biking environment by providing access across features that otherwise create barriers in walking and biking networks. Bridge and tunnel structures are also very expensive to build, so locations must be carefully planned to have the most impact and serve the greatest need.

Good design is also key to the success of grade-separated structures. A few basic guidelines should be considered as part of planning for any grade-separated crossing:

- **At-grade crossings**. Where a bridge or tunnel is built across a busy street, it should not be made a substitute for at-grade pedestrian and bicycle crossings. Bridges and tunnels work best for linear facilities, like FUTS trails. They do not work well as an alternative to an at-grade

crossing, because the additional distance needed to climb or descend to the crossing will discourage their use.

- **Topography**. Grade-separated crossings work best when existing topography allows for a structure under or over without the need for long or steep ramps to gain or lose elevation.



- **Design**. Grade-separated crossings that are perceived as uncomfortable or unsafe will not be used. Structures should be open, inviting, and well-lit. Approaches to a tunnel should be long and straight and allow users to see into and through the tunnel well in advance.

- **Opportunities for placemaking**. Amenities such as plazas, landscaping, pedestrian lighting, seating areas, interpretive displays, and public art make structures more attractive and inviting to users, and help establish these facilities as neighborhood and community assets.

- **Activity and safety**. Tunnels that are well-used provide a greater sense of security and safety for all users. When a tunnel is used frequently, it is regularly monitored by other users, and those who seek to engage in nefarious behavior will be discouraged.

## Maintenance and operations

### Maintenance

Maintaining walking and biking facilities is just as important as building them. Cracked sidewalks, faded bike lane markings, and eroded FUTS trails discourage their use and can create safety hazards. However, resources needed for maintenance compete with many other municipal needs, and it can be challenging to make an effective case to decision makers when asking for additional maintenance resources.

The first line of defense is to build facilities that require less ongoing maintenance by design. Building FUTS trails with good drainage features, for example, reduces the need to repair future erosion problems. The second approach is to collect good information about maintenance quantities, practices, standards, and costs to make maintenance operations as efficient as possible

and to effectively make the case for the need.
Ultimately, it may come down to policy choices about resource allocation and resolving to dedicate adequate funds to take care of walking and biking facilities. In some cases, this may mean finding a balance in maintenance resources between vehicular facilities and pedestrian and bicycle facilities.

### Snow removal

Although Flagstaff sometimes gets heavy snowfalls, a good part of the winter is clear, dry, reasonably warm, and viable for bicycling and walking. However, when snow is left on or plowed into bike lanes and sidewalks, it can form an ice pack that tends to remain long after the adjoining street is clear and dry. This discourages walking and biking, can create dangerous conditions, and hampers mobility for a portion of the population.

The use of cinders on streets during snow events makes it challenging to keep bike lanes clear through the winter and spring. Cinders also accumulate on sidewalks throughout the winter, and often remain into spring and summer months, making sidewalks difficult to use.



Clearing sidewalks of snow and cinders is the responsibility of the adjoining parcel owner, per Section 8-03-001-0004 of Flagstaff City Code. This means that the challenge for keeping public sidewalks clear is more of a compliance problem and less of an operations issue for the City.

Like maintenance, good design can help minimize issues with snow and cinders. For example, including a parkway between the street and the sidewalk provides a place for storage of snow and accumulation of cinders; as a result, they are less likely to end up on the sidewalk.

Beyond design, two practices will help improve snow and cinder removal. The first is to establish hierarchies and priorities within walking and biking networks, so the most important routes and facilities can be cleared first. The second is to provide good information about snow and cinder removal policies and practices so the public knows what to expect and can easily find up-to-date and accurate information.

Snow and cinder removal can be another policy question related to resource allocation. The City

may consider a different allocation of resources for snow clearing between vehicular facilities and pedestrian/bicycle infrastructure, including practices that support walking and biking while still ensuring the safety of drivers, bikers, and pedestrians.

### Closures and detours

Closure of sidewalks, bike lanes, and FUTS facilities due to construction, repairs, utility work, and other activities is inevitable. However, how closures are managed makes a significant and visible difference in how well pedestrians and bicyclists are accommodated overall. The City needs formal policies and practices for closure of walking and biking facilities, based on the following guidelines:




- **Keep facilities open**. Walking and biking facilities should be closed only when necessary; the first effort should be finding a way to keep the facility open. Charging developers and contractors a fee to close facilities would serve as an incentive to keep them open.
- **Prioritize pedestrians and bicyclists**. The needs of pedestrians and bicyclists should always be considered above the convenience of construction activities.
- **Limit scope and duration**. Close only what is necessary; for example, it may not be necessary to close a long section of sidewalk to replace a single panel. Similarly, limit the duration of closures to only the time needed for work that affects the facility; pedestrian and bike routes should be reopened as soon as possible.
- **Provide detours**. Provide alternate routes and detours to maintain connectivity when pedestrian and bicycle facilities are closed.
- **Prioritize primary facilities**. Use context and the hierarchy of facilities to guide closure policies. More of an effort should be made to keep priority facilities and important routes open, or to provide good detours when they must be closed.
- **Share information**. Keep the public informed before and during closures using on-site signage, the City's website, social media, and press releases to disseminate information. Reliable information helps engender public trust and goodwill.

# 8 Infrastructure recommendations

This chapter includes recommendations and a plan for new and enhanced infrastructure for walking and biking. The term "infrastructure" refers to physical facilities for walking and biking, and includes sidewalks, bikeways, urban trails, and crossings. Facilities that are functional, convenient, and comfortable for walking and biking are essential to supporting active transportation.

## Infrastructure purpose and intent

### Purpose

This section of the ATMP establishes a plan for pedestrian and bicycle infrastructure to guide for active transportation improvements in both the short term and long term. More specifically, the infrastructure section will:

- Inventory existing facilities and create a plan for missing and needed additional infrastructure.
- Develop a consistent and transparent process for prioritizing planned improvements to make sure resources are used on improvements that are most needed and will provide the most benefit.
- Support the capital planning process by identifying priority projects that can be built over the next 20 years with available funding, principally the pedestrian and bicycle portion of the transportation sales tax and First Mile Last Mile grant funding. This list can be further refined to include projects in the five-year capital planning process.
- Plan for pedestrian and bicycle infrastructure that will be built by other projects, in particular private development and public roadway and capital projects.
- Position the City to take advantage of opportunities for funding and implementation when they come up, including grants.

### Infrastructure intent

Recommendations for walking and biking infrastructure included in this section are intended to create robust and comprehensive networks for walking and biking:

- Complete gaps and missing facilities to form complete networks for walking and biking, and integrate across networks to create seamless connectivity.
- Address some of the infrastructure challenges for walking and biking identified in Chapter 2 of this document.
- Plan for additional enhanced and separated crossings at key locations to limit the extent to

which major streets, the interstates, and the railroad create barriers for walking and biking connectivity.

- Enhance the network of FUTS trails by adding important trail links and connections, improving and enhancing existing trails, and planning for seamless connectivity to regional trails and open space.
- Establish a citywide network of low-stress bikeways that features higher-level separated facilities and comprehensive wayfinding.
- Provide better pedestrian and bicycle access to and from Flagstaff's neighborhoods, especially those that are isolated or lack basic walking and biking accommodation.
- Facilitate better access to transit by addressing pedestrian and bicycle facilities around bus stops and routes.
- Allow seamless walking and biking connectivity between the NAU campus and the community.

## Prioritization process

### Process

To help organize, evaluate, and prioritize pedestrian and bicycle projects in a systematic way, this four-step process was used to plan and prioritize basic infrastructure, including sidewalks, bikeways, enhanced crossings, bridges and tunnels, and FUTS trails.

Priorities should be reviewed and updated to reflect changes in circumstances, and to make sure the evaluation is current and responsive to the needs and desires of the community.



- **Inventory**. The first step involves a detailed inventory of existing facilities, as well as a detailed plan for facilities that are missing or needed.
- **Implementation**. This step categorizes new infrastructure according to how it will be built: some of the missing facilities will be

built as part of other private development or public roadway projects, while remaining facilities must be funded and constructed by the City as stand-alone capital projects.

- **Prioritization**. A formal prioritization process, described in more detail below, helps determine which walking and biking facilities are most needed and will provide the most benefit.

- **Programming**. For the final step, concept-level cost estimates are prepared for all planned facilities, and priority projects are programmed in the City's five-year capital plan. This final step is beyond the scope of this master plan, but would be done as part of the capital planning and programming process.

## Priority factors

### Sidewalks, crossings, and FUTS trails

Four prioritization factors are used to determine a priority score for each planned facility. Of the four factors, three are common and used for all types of facilities:

- **Generators and attractors**. Include places and land uses that encourage and support walking and bicycling trips.

- **Social factors**. Describe circumstances or conditions that make people more likely to walk or bike and include traditionally underserved populations who would benefit from enhanced mobility.

- **Need and functionality**. This represents an aggregate of several sources of information, including knowledge and experience, anecdotal evidence, results of previous surveys, conversations with community members, and discussions at Pedestrian and Bicycle Advisory Committee meetings.

A fourth prioritization factor is specific to each type of facility:

- **Sidewalks | Pedestrian comfort index**. A quantitative measure of how comfortable a street is for pedestrians, based on a variety of street characteristics.

- **Crossings | Crossing comfort**. A composite score that is a measure of how comfortable or difficult it is to cross the street.

- **FUTS trails | Completion and connectivity**.

**Generators and attractors**

- Schools
- Parks
- Transit stops
- Residential neighborhoods
- Commercial areas
- Employment centers
- Institutions
- NAU and CCC campus

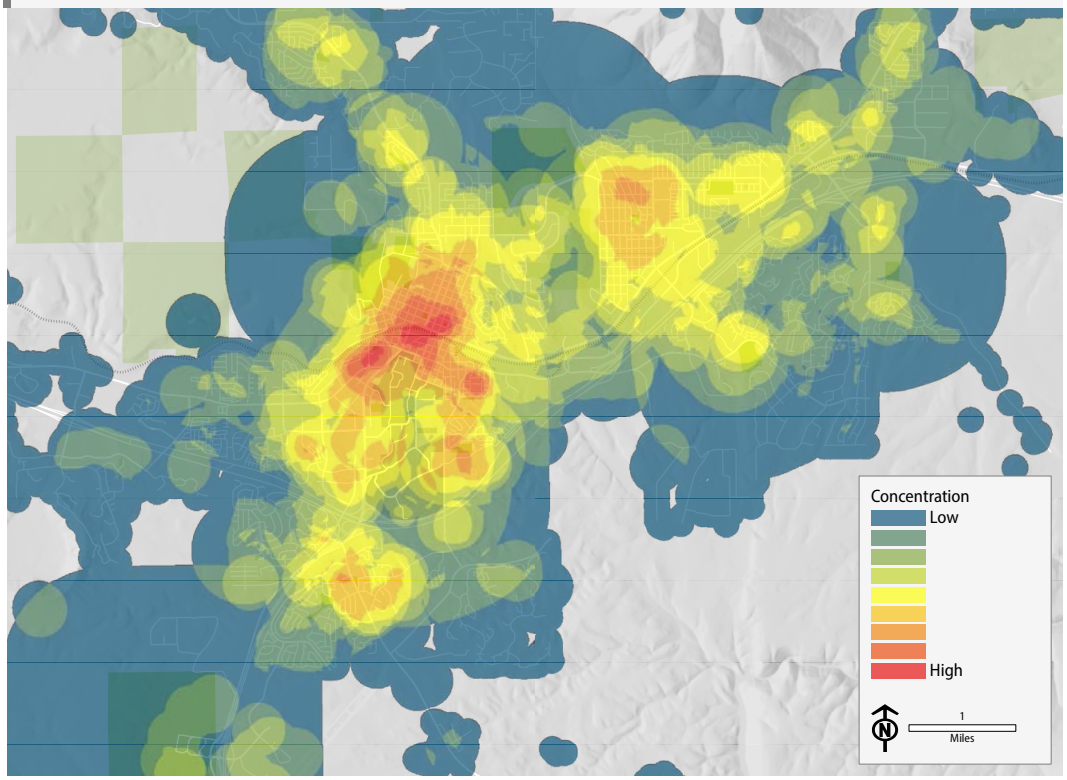
**Social factors**

- Elderly populations aged 65 and over
- Children under 18
- Persons with disabilities
- People of color
- Household poverty status
- Households without access to a vehicle
- Affordable and assisted housing locations
- Human service facilities

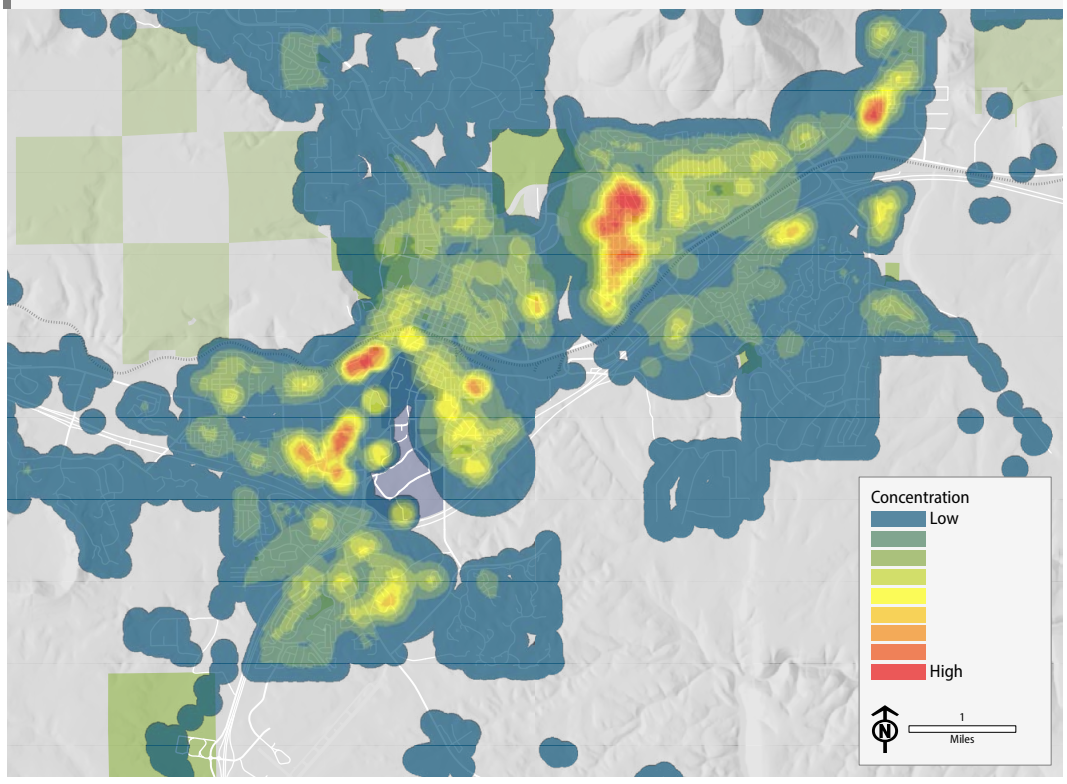
**Need and functionality**

- Serves an important function
- Identified as a community need
- Expected level of use
- Community support
- Difficulty or constructability

## Generators and attractors




## Social factors



Qualitative assessment of the extent to which the planned FUTS will connect the system, complete gaps, and serve new neighborhoods or areas.

The four factors for each facility type are combined to generate a priority score of 0 to 100, where a higher score indicates a higher priority. Projects are separated into four priority levels based on the score.

### Bikeways

Prioritization of bikeway improvements considers several factors:

- **Bikeways hierarchy**. Primary bikeways are given a higher priority than secondary and tertiary bikeways.
- **Completion**. Projects that help connect or complete missing segments in existing bikeways are favored.
- **Reliance on other projects**. Priorities may be lowered for projects that are reliant on other roadway, capital, or development projects for which timing is uncertain or several years in the future.
- **Function and use**. Higher priorities are assigned to bikeways that serve an important, identifiable function in the transportation network and are anticipated to be well-used.
- **Need**. Considers the character of the street and the extent to which the facility will make the street more comfortable for bicyclists.



## Priorities and timeframes

The ATMP identifies a long list of potential pedestrian and bicycle projects and establishes priorities between them using a formal prioritization process. The capital programming process, which follows but is not part of the ATMP, assigns an approximate timeframe to projects – within five years, within 20 years, or beyond 20 years – based on anticipated funding for pedestrian and bicycle projects from the transportation sales tax and First Mile Last Mile grant. The capital programming process is fiscally constrained, meaning that the total cost of projects included in the five and 20-year

timeframe does not exceed available funding. The prioritization process is not fiscally bounded.

It is important to note that anticipated funding over the next 20 years will cover most, but not all the projects identified as first priorities. Projects at the second, third, and fourth priority level are generally unfunded and therefore fall outside the 20-year timeframe of the transportation sales tax.

Additionally, both project costs and anticipated funding are best estimates at this time. Construction costs, sales tax revenues, and project priorities will change over the course of 20 years and affect which projects are built in the next 20 years and which are not.

## Infrastructure recommendations

This section provides a summary of the ATMP's recommendations for pedestrian and bicycle infrastructure. Maps to illustrate these recommendations are included at the end of this section, beginning on page 79.

### Sidewalks

#### Plan for sidewalks

Existing sidewalks along all public streets, and missing sidewalks along major streets, are depicted on Map 8.01 on page 79 at the end of this section. Map 8.02 on page 80 shows missing sidewalks by priority.

**Existing sidewalks**. At present, there are a total of 302.0 miles of existing sidewalks along all public streets in Flagstaff. This number includes 143.5 miles of existing sidewalks along major streets, which are defined as having a functional class designation of arterial, collector, or commercial local street.

**Missing/planned sidewalks**. The sidewalk inventory also identifies a total of 58.3 miles of missing sidewalks along major public streets. Missing sidewalks along local residential streets have not been inventoried and are not included in this total.

**Implementation**. Of the missing sidewalk miles, it is anticipated that planned roadway projects will complete 10.5 miles, and future private development will account for another 8.4 miles. A total of 35.7 miles of missing sidewalks must be funded and built as stand-alone sidewalk projects.

**Priorities**. A total of 7.9 miles of missing sidewalk have been identified as first priority projects, and another 6.1 miles are

| Sidewalks \| plan summary | |
|---|---|
| **Inventory** | |
| Existing sidewalk miles | 302.0 |
| Missing sidewalk miles | 58.3 |
| **Implementation** | |
| Private development | 8.4 |
| Public roadways | 10.5 |
| Other sources | 3.8 |
| Sidewalk projects | 35.7 |
| Total miles | 58.3 |
| **Priorities** | |
| First priority | 7.9 |
| Second priority | 6.1 |
| Third priority | 4.9 |
| Fourth priority | 16.8 |
| Total miles | 35.7 |
| **Estimated** cost | |
| First priority | $4.96 million |
| Total | $21.80 million |

considered second priority.

**Estimated cost**. The cost to complete all missing sidewalks is estimated at $21.80 million; this includes $4.96 million for sidewalks that are considered first priority.

### Sidewalk planning considerations

**Neighborhood sidewalks**. In several locations, missing sidewalks have been prioritized along the main collector streets in neighborhoods that do not have sidewalks. Completing these sidewalks will provide a way for residents to walk to or from their neighborhood, even if local streets within the neighborhood do not have sidewalks.

**Infill sidewalks**. The inventory identifies numerous short missing sidewalk segments, typically less than 200 feet in length, that are categorized as infill projects. Infill projects are generally less complicated to engineer and build, and can be grouped together for project delivery and construction. As a result, infill segments are planned for completion in the first five years.

### Other sidewalk recommendations

**Upgrade, replace or repair sidewalks that are deficient or in disrepair**. The sidewalk inventory documents only whether a sidewalk is present along a street or not; it does not indicate the quality, adequacy, or condition of the sidewalk. It is recommended that additional information be collected to address enhancements, replacements and repairs, including an inventory of sidewalk condition and needed improvements, a summary of potential funding sources, and a listing of other opportunities as part of public roadway and private development projects.

**Add curb ramps where missing**. Information about curb ramps was not collected as part of this plan, but a subsequent effort could include an inventory of missing and existing curb ramps, an assessment of condition, estimated costs, potential funding sources, and opportunities to complete as part of other projects. When the City collects information about curb ramps, or sidewalk condition as described above, it is important to dedicate funding and resources as part of the effort so the City can begin to address the deficiencies identified in the inventory.

| At-grade crossings \| plan summary | |
|---|---|
| **Inventory** | |
| Existing crossings | 21 |
| Planned crossings | 70 |
| **Implementation** | |
| Private development | 1 |
| Public roadways | 7 |
| Other sources | 0 |
| Crossing projects | 62 |
| Total crossings | 70 |
| **Priorities** | |
| First priority | 13 |
| Second priority | 16 |
| Third priority | 15 |
| Fourth priority | 18 |
| Total crossings | 62 |
| **Estimated cost** | |
| First priority | $ 4.72 million |
| Total | $ 18.72 million |

## At-grade crossings

### Plan for enhanced at-grade crossings

Existing and planned locations for enhanced at-grade crossings are included on Map 8.03 on page 81. Map 8.04 shows planned enhanced crossings by priority.

**Existing crossings**. There are 21 existing enhanced at-grade crossings in Flagstaff, including two pedestrian hybrid

beacons, nine rapid flashing beacons, and 10 crossings with enhanced features.

**Planned crossings**. A total of 70 new locations have been identified for new enhanced crossings. This number includes 32 potential beacon crossings, 20 enhanced crossings, and 18 median crossings (crossing types are described in more detail above in Chapter 7).

**Implementation**. Of the 70 potential new crossing locations, most (62) are planned as stand-alone crossing projects. Seven will be built in conjunction with planned roadway projects, and one crossing is anticipated as part of future private development.

**Priorities**. Thirteen new at-grade crossings have been designated as first-priority locations, and another 16 locations are considered second priorities.

**Estimated cost**. The total estimated cost for all planned enhanced crossings is $18.72 million. First-priority crossings are estimated to cost $4.72 million.

### Crossing planning considerations

**Planned locations**. Locations for new crossings were identified based on several considerations:

- Locations along long stretches of major streets where there are no formal crossings.
- Places where there are existing needs for a crossing based on observation, anecdotal information, crash history, crossing difficulties, public surveys, and community feedback.
- Locations where there are important pedestrian generators and attractors on one or both sides of the street, including transit stops.
- Along three-lane streets that have a continuous center turn lane and provide an opportunity for median crossings.

Locations identified in this plan should be considered preliminary and subject to further review to determine feasibility and optimal locations.

### Other at-grade crossing recommendations

**Consider locations where basic crossing facilities are needed**. Review minor collector and commercial local corridors for locations where basic crossing facilities like curb ramps and crosswalk markings are missing or would be beneficial. At locations where pedestrian activity is high, for example along commercial corridors, additional minor crossing enhancements can be considered. Map 8.05 on page 83 shows locations for basic crossings.

**Enhance Downtown/Southside crossings**. Consider additional crossing improvements in the Downtown and Southside areas, including midblock crossings that correspond to public alleys and curb swellings, crosswalk markings at additional intersections, and other minor enhancements like in-street pedestrian warning signs.

**Review locations where crossings are prohibited**. There are 15 signalized intersections in

Flagstaff where pedestrian crossings are expressly prohibited on one or more legs. These locations should be reviewed for opportunities to add facilities and remove prohibitions. Intersections with prohibited crossings are depicted on Map 8.06.

## Grade-separated crossings

### Plan for grade-separated crossings

Map 8.07 on page 85 shows existing and planned grade-separated crossings, and Map 8.08 depicts separated crossings by priority.

**Existing grade-separations**. Flagstaff has a total of 23 existing grade-separated structures, including two bridges and nine tunnels for the exclusive use of pedestrians and bicyclists. The other twelve crossings are roadway overpasses and underpasses that include facilities for walking and biking.

**Planned grade-separations**. The plan shows 47 potential new locations for grade-separated crossings, including seven bridges and 26 tunnels. A total of 14 roadway overpasses and underpasses are on the list, of which five will be new structures, and nine are existing structures that need completion of walking and biking facilities.

**Implementation**. There are opportunities to build 21 of the planned grade-separations with future roadway projects. Twenty-one other crossings must be funded and built as stand-alone projects.

**Priorities**. Four planned grade-separated crossings are identified as first priority, and three are considered second priority.

**Estimated cost**. The total cost for all planned grade-separated crossings is $65 million. First priority projects add up to $12 million.

| Grade-separated crossings \| plan summary | |
|---|---|
| **Inventory** | |
| Existing crossings | 23 |
| Planned crossings | 47 |
| **Implementation** | |
| Private development | 2 |
| Public roadways | 21 |
| Other sources | 3 |
| Crossing projects | 21 |
| Total crossings | 47 |
| **Priorities** | |
| First priority | 4 |
| Second priority | 3 |
| Third priority | 8 |
| Fourth priority | 6 |
| Total crossings | 21 |
| **Estimated cost** | |
| First priority | $ 12.00 million |
| Total | $ 65.00 million |

### Grade-separation planning considerations

**Planned locations**. Candidate locations for new grade-separated crossings are based on several considerations:

- Locations where planned FUTS and major bikeways cross interstates, BNSF tracks, and major streets.
- Places along the interstates or railroad where there is evidence that people are already crossing.
- At points where there are long distances between crossings along the interstate and BNSF tracks.

- At existing street underpasses and overpasses that lack accommodation for pedestrians and bicyclists.

**Roadway projects**. Pedestrian and bicycle tunnels under a street are less expensive to build as part of new roadway construction compared to adding a tunnel as a retrofit under an existing street. Pedestrian and bicycle tunnels should be included with new road construction in future capital projects or private development where new grade-separated crossings under planned roads have been identified.

## Bikeways

### Plan for bikeways

The planned bikeway network, depicted by hierarchy, is included on Map 8.09 on page 87. Map 8.10 shows the long-term plan for bikeways by facility.

**Existing bikeways**. There are 87.5 miles of existing bikeways in Flagstaff, including 56.4 miles of streets with bike lanes and 15.7 miles of existing FUTS trails that are used as bikeways.

**Planned bikeways**. The plan for bikeways envisions a total network of 168.2 miles at full buildout. Planned bikeways include 81.9 miles of new bikeways, as well as enhancements and upgrades to 72.0 miles of existing bikeways.

**Implementation**. About three-quarters (113.3 miles) of new and upgraded bikeways will be funded and implemented as bikeway projects. A total of 18.3 miles will be built with roadway projects, and 14.9 miles are anticipated with future private development.

**Priorities**. First priority bikeways comprise 61.1 miles of the total network, while second priority bikeways total 25.7 miles. The plan designates 21 primary bikeway routes totaling 54.3 miles.

**Estimated cost**. The total estimated cost to complete the bikeways network is $62.93 million. First priority bikeways are estimated at $17.3 million.

| Bikeways \| plan summary | |
|---|---|
| **Inventory** | |
| Existing bikeway miles | 87.5 |
| Planned bikeway miles | 153.9 |
| **Implementation** | |
| Private development | 14.9 |
| Public roadways | 18.3 |
| Other sources | 7.4 |
| Bikeway projects | 113.3 |
| Total miles | 153.9 |
| **Priorities** | |
| First priority | 61.1 |
| Second priority | 25.7 |
| Third priority | 15.7 |
| Fourth priority | 10.8 |
| Total miles | 113.3 |
| **Estimated cost** | |
| First priority | $17.30 million |
| Total | $62.93 million |

### Bikeways planning considerations

**Implementation**. The intent of the bikeways plan is to front-load implementation to create a functional and visible bikeway system within five years:

- Complete and connect primary bikeways to the greatest extent possible, including using interim facilities.
- Build a few high-visibility and impactful bicycle

enhancements that include higher level facilities such as separated bike lanes and separated intersections.

- Introduce other types of advanced facilities to better accommodate bicyclists, including bike boulevards, two-stage left turns, and cross bike markings.
- Implement basic elements of important second and third level bikeways, including bike lanes and bike routes, to help flesh out a more robust overall network.
- Pull the network together through a comprehensive system of signage, branding, identification, mapping, and information.

## FUTS trails

### Plan for FUTS trails

Existing and planned FUTS trails are shown on Map 8.11 on page 89 at the end of this section. Map 8.12 shows planned FUTS trails by priorities.

**Existing FUTS**. Flagstaff has 59.0 miles of existing FUTS trails. About half of the existing miles (29.2) are paved in either concrete or asphalt, and the other half (29.8 miles) is aggregate surfaced.

**Planned FUTS**. The plan for FUTS shows an additional 76.3 miles of future FUTS trails, for an ultimate system of 135 miles.

**Implementation**. Of the planned trails, a total of 38.6 miles must be funded and built as standalone projects. Another 26.2 miles are anticipated as part of private development, and 7.0 miles will be built with roadway projects.

**Priorities**. There are 5.0 miles of planned trails that are considered first priorities, and 4.7 miles that are second priority.

**Estimated cost**. The total cost to complete all planned FUTS is estimated at $28.74 million, while first priority FUTS will cost $4.29 million to construct.

| FUTS trails \| plan summary | |
|---|---|
| **Inventory** | |
| Existing FUTS miles | 59.0 |
| Planned FUTS miles | 76.3 |
| **Implementation** | |
| Private development | 26.2 |
| Public roadways | 7.0 |
| Other sources | 4.5 |
| FUTS projects | 38.6 |
| Total miles | 76.3 |
| **Priorities** | |
| First priority | 5.0 |
| Second priority | 4.7 |
| Third priority | 15.3 |
| Fourth priority | 13.5 |
| Total miles | 38.6 |
| **Estimated cost** | |
| First priority | $ 4.29 million |
| Total | $ 28.74 million |

### FUTS planning considerations

**Planning history**. The first plan for FUTS trails dates from 1988 as the final report from an Ad Hoc Urban Trails Committee convened by the City. That report recommends an initial system of 3.2 miles of trails. Since then, more expansive plans for the FUTS network have been mapped in Flagstaff's succession of general and regional plans. The current FUTS master plan is contained in Map 26 of the Flagstaff Regional Plan 2030, which was adopted in 2014.

**FUTS as bikeways**. With the adoption of a comprehensive plan for bikeways as described in the preceding section, it is no longer necessary to use FUTS trails along major streets as an alternative to on-street bike facilities for those who are not comfortable adjacent to traffic. This allows the FUTS network to function as a walking and biking network that is complementary to but separate from on-street pedestrian and bicycle facilities. As a result, the role of FUTS as a sidepath along busy streets is deemphasized in this plan.

**Other trail facilities**. The plan for FUTS also includes a variety of other trail types and ancillary facilities – which are described in more detail in the section below – to complement the FUTS network and create an integrated system of trails.

### Other FUTS recommendations

**Make improvements and enhancements to existing trails**. Potential improvements, enhancements, and repairs have been identified at more than 200 locations along existing FUTS. Some of these will help address existing maintenance concerns, while others improve the functionality of the system and enhance user experience.

**Plan to systematically replace asphalt trails**. The FUTS includes a total of 8.3 miles of asphalt trails. For a variety of reasons, asphalt has not been proven to be a long-lasting material for trails, and it is no longer used when new trails are built. For existing asphalt trails, the long-term solution is to resurface them with concrete. However, this will be expensive and should be planned and funded over time. Priorities for a replacement program can be determined based on a combination of the condition and function of existing asphalt trails.

## Other trail facilities

### Neighborhood trails

This category includes a variety of short pedestrian and bicycle connections that provide shortcuts through neighborhoods, connections between local destinations, and access to the FUTS system. Neighborhood trails take several different forms, including sidewalks, FUTS trails, and singletrack trails. Most are privately managed, for example, by neighborhoods HOAs, although some are the responsibility of the City.



An inventory has identified 3.8 miles of existing neighborhood trails in a number of locations across town. Neighborhood trails are prevalent in the Ponderosa Trails neighborhood as access trails to the FUTS, and in the

Boulder Pointe neighborhood as non-motorized connections between streets. Four potential new neighborhood trails are identified in this plan. Existing and planned neighborhood trails are shown on Map 8.13 on page 91.

### Singletrack access trails

These trails allow connectivity between the FUTS system and recreational singletrack in the surrounding forest. In a number of locations, singletrack access trails are shown as an interim facility along the alignment of a planned FUTS trail. A singletrack trail is significantly less expensive and less complicated to build than a FUTS-standard trail; as a result, they can be in place in the short term rather than waiting several years or more for a FUTS to be completed. Because their primary function is to provide access to recreational singletrack trails, a singletrack trail is usually sufficient and, in some cases, may be preferred by users to a FUTS trail.

Planned alignments for singletrack access trails are included on Map 8.13 on page 91. Flagstaff has eight existing singletrack access trails totaling 1.1 miles. Most of the existing trails are located along the interface between Flagstaff and the south flank of Mt. Elden in the northeast part of the city. The plan calls for 31 new singletrack access trails totaling 20.9 miles in length.

### Forest access points

Forest access describes locations around the perimeter of the city where access is gained to regional open space and the national forest, typically via a trail connection. These locations are important because they connect the community to the vast tracts of forest and natural areas that surround the city.




There are hundreds of locations around Flagstaff that are currently used for forest access; however, most are informal and lack formal improvements or permanent rights-of-access. Without a permanent right of access, access points are not secure and may be closed, blocked, or removed without notice. Access may also be lost when private parcels are developed. Planning for access locations will help protect and enhance access to regional open space.

Because forest access locations often involve multiple jurisdictions, for example, a FUTS trail that transitions to a singletrack trail in the national forest, it is important for the City to work with the Forest Service and other land managing agencies to coordinate locations and facilities.

Map 8.14 on page 92 shows existing and planned forest access points. Forty-two existing access points have formal trail improvements and permanent access rights. The map also shows 40 planned locations for forest access points. Of these, 27 locations are already used informally, but lack improvements and access rights. The remaining 13 represent new locations for access.

### Trailheads and trail hubs

Trailheads are defined as major points of access to the FUTS system where vehicle parking is available. Basic facilities for trailheads include signing, maps and information, and accessible parking. Advanced facilities might include restrooms, bike parking, picnic tables, interpretive information, paved parking, and other amenities.

Trail hubs are trailhead locations where there is significant connectivity between the FUTS system and surrounding recreational singletrack system. At these locations there is an opportunity to highlight the connectivity between the two trail systems and create a seamless experience.

In general, providing parking for FUTS trails is a lower priority than enhancing pedestrian and bicycle access to FUTS from all parts of the community. However, there are a few circumstances for which vehicular parking is beneficial, such as to better serve visitors to the community and people with mobility limitations.

Map 8.15 on page 93 shows existing and planned trailheads and trail hubs. There are 17 existing trailhead locations that give access to FUTS and other trails. Only a few of these are dedicated solely for trail access; the remainder are parking lots that primarily serve other park or recreation facilities, but can provide access to trails as a secondary function. Opportunities for enhancements or expansion have been identified at 13 of the 17 existing trailheads. New trailheads are planned at eight locations. Eleven new or existing trailheads are planned as trail hubs.

### Outlying connections

This category addresses non-motorized commuter routes to county neighborhoods outside Flagstaff, including Bellemont, Fort Valley, Timberline-Fernwood, Doney Park, Cosnino, Mountainaire, and Kachina Village. For most of these neighborhoods, pedestrian and bicycle access is limited to major highways and interstates which often lack adequate pedestrian and bicycle accommodation and are generally not comfortable for walking and biking. Past community surveys, however, have indicated a consistent desire for pedestrian and bicycle connectivity to these neighborhoods.

While FUTS trails would be ideal as a facility, they are expensive and complicated to build, operate, and maintain. Singletrack trails are a less expensive option, but they are generally not conducive to commuting. As an alternative, it may be possible to designate a series of forest roads to form a continuous route. Establishing routes using forest roads would require signage and wayfinding, but potentially few other physical improvements.

Map 8.16 on page 94 shows a variety of potential alignments for non-motorized connections to outlying communities using existing forest roads. These routes are conceptual only and would require further review and agency coordination before they are finalized. However, available

information suggests that these routes are already used to some degree for non-motorized travel.

The plan also illustrates alignments for two multiuse pathways along busy roads: a paved path along Highway 89 to Timberline-Fernwood, and another along Highway 180 to Fort Valley. Both pathways are previously addressed in Coconino County planning documents.

Because outlying connections serve neighborhoods outside of City limits, funding and implementation is beyond the City's scope and would require regional coordination among several agencies.

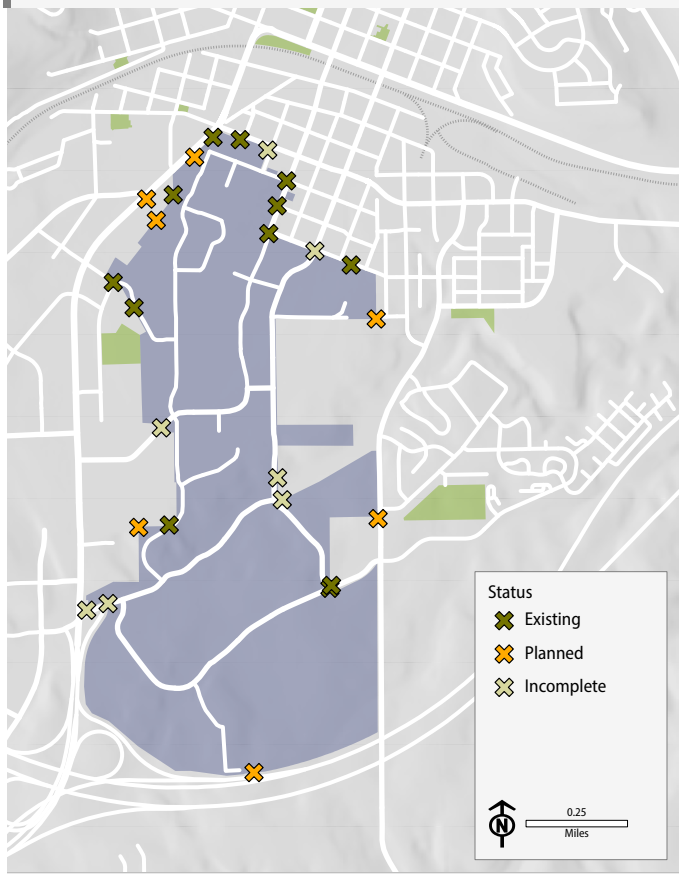
### NAU access points

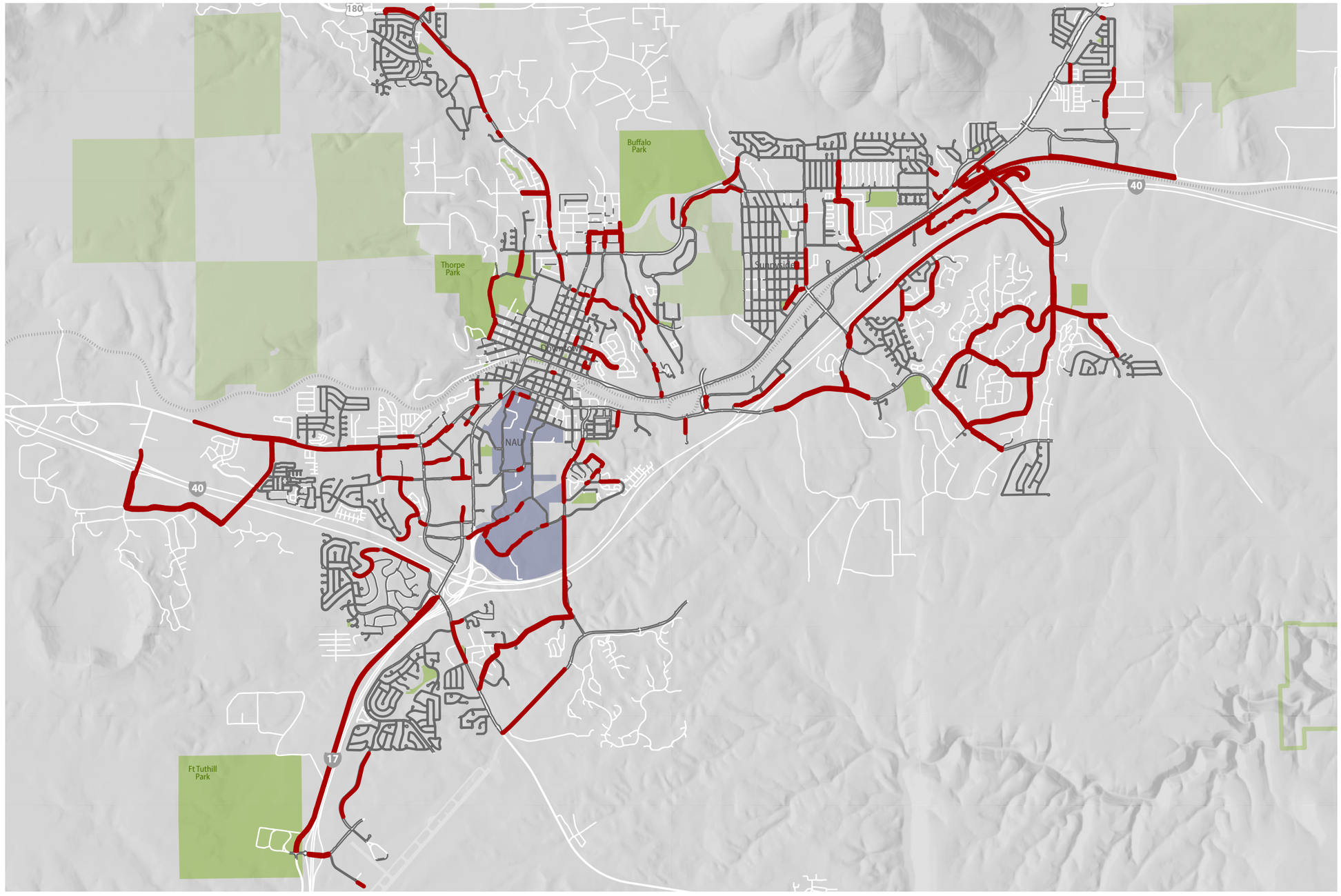
This section considers locations and quality of non-motorized points of access for walking and biking around the perimeter of the NAU campus. Pedestrian and bicycle access onto the campus takes several forms, including sidewalks, FUTS trails, and streets that accommodate walking and biking.

The map on this page shows the locations of existing and planned points of access to NAU. A total of 26 are shown on the map, including 19 existing and seven planned new locations. Of the 19 existing points of access, seven are planned for additional improvements to better accommodate walking and biking. Of the seven planned locations, six are planned FUTS trails, and one is a planned street (the fourth leg of the intersection of Milton Rd and Route 66).

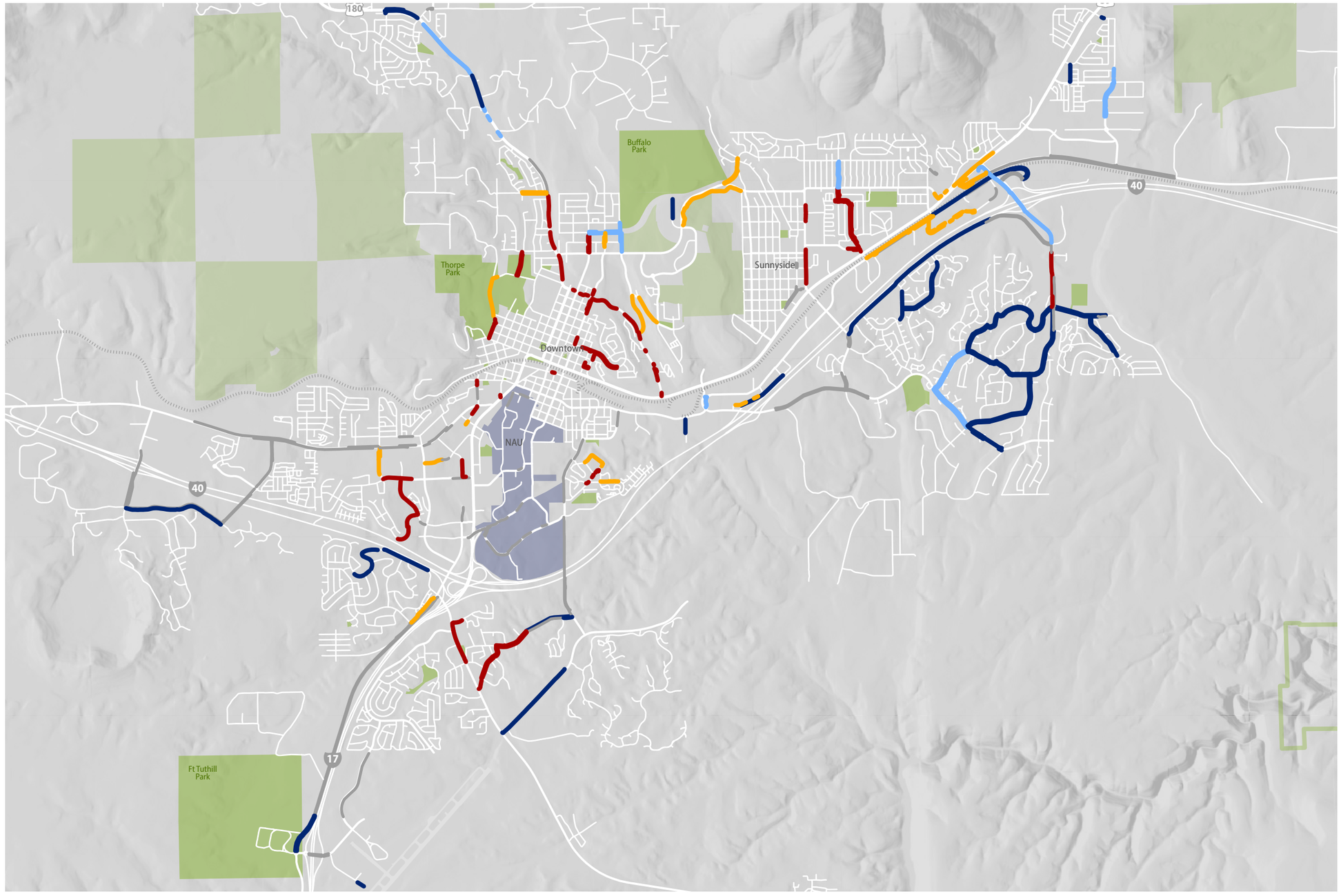
All of the planned new and improved NAU access points are covered in this section in the recommendations for sidewalks, FUTS trails, and bikeways.

**NAU access points**






Map 8.01
**Sidewalks**
**Existing and missing**

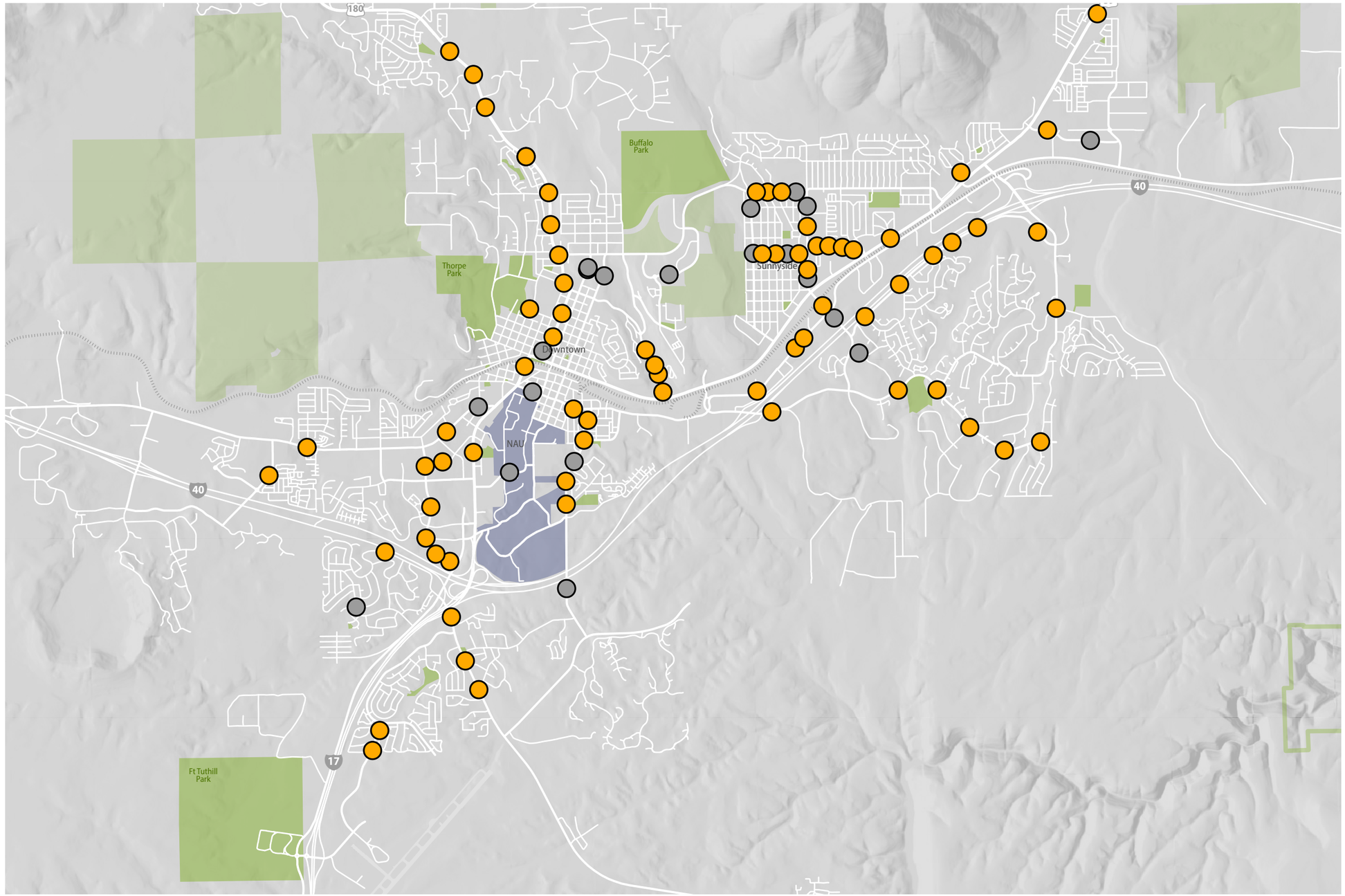



Map 8.02
**Sidewalks**
**Missing by priority**

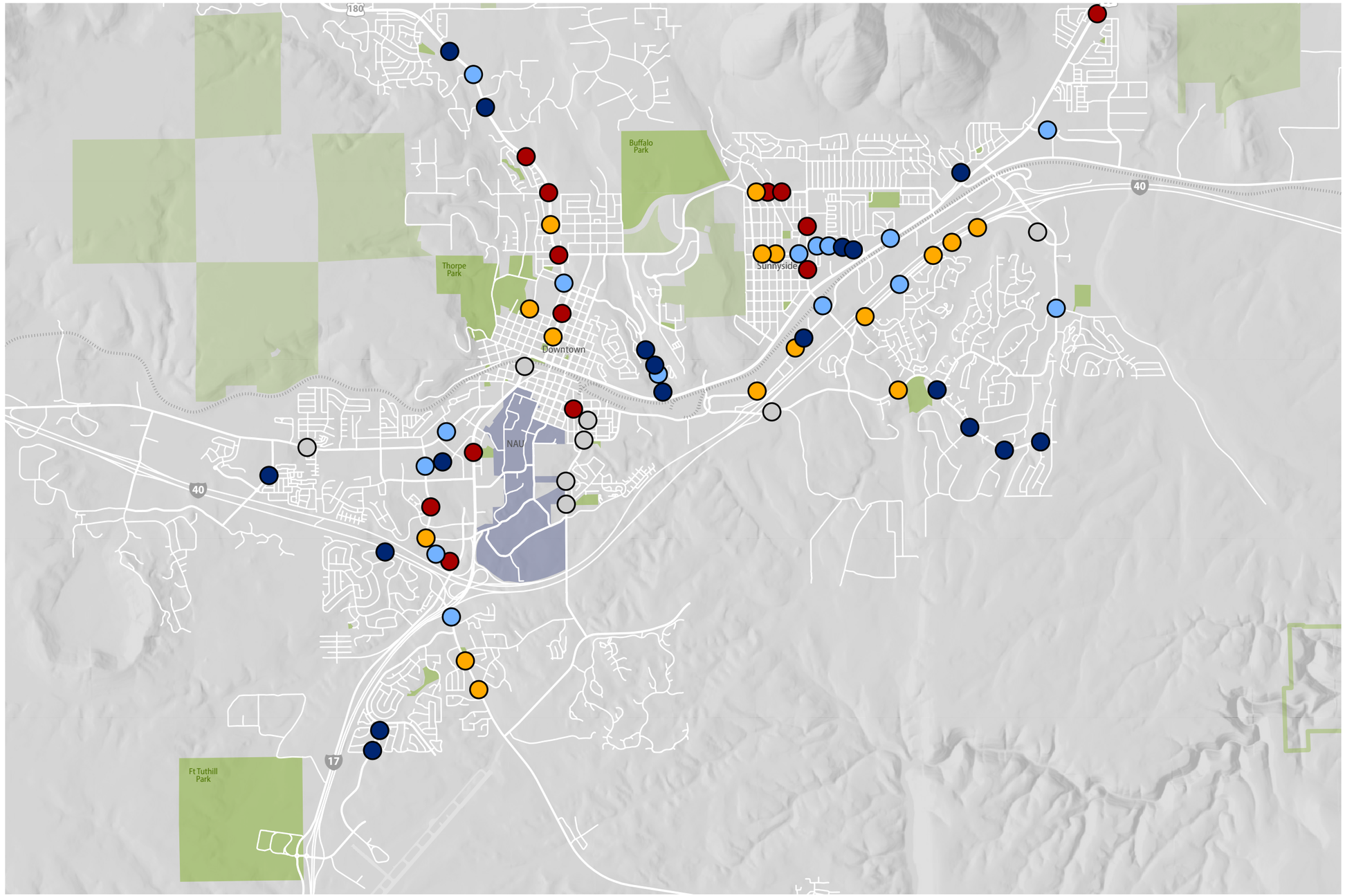
Sidewalks | by priority
- 1 First
- 2 Second
- 3 Third
- 4 Fourth
- Other project

N

1 Miles




Map 8.03
**Enhanced crossings**
**Existing and planned**

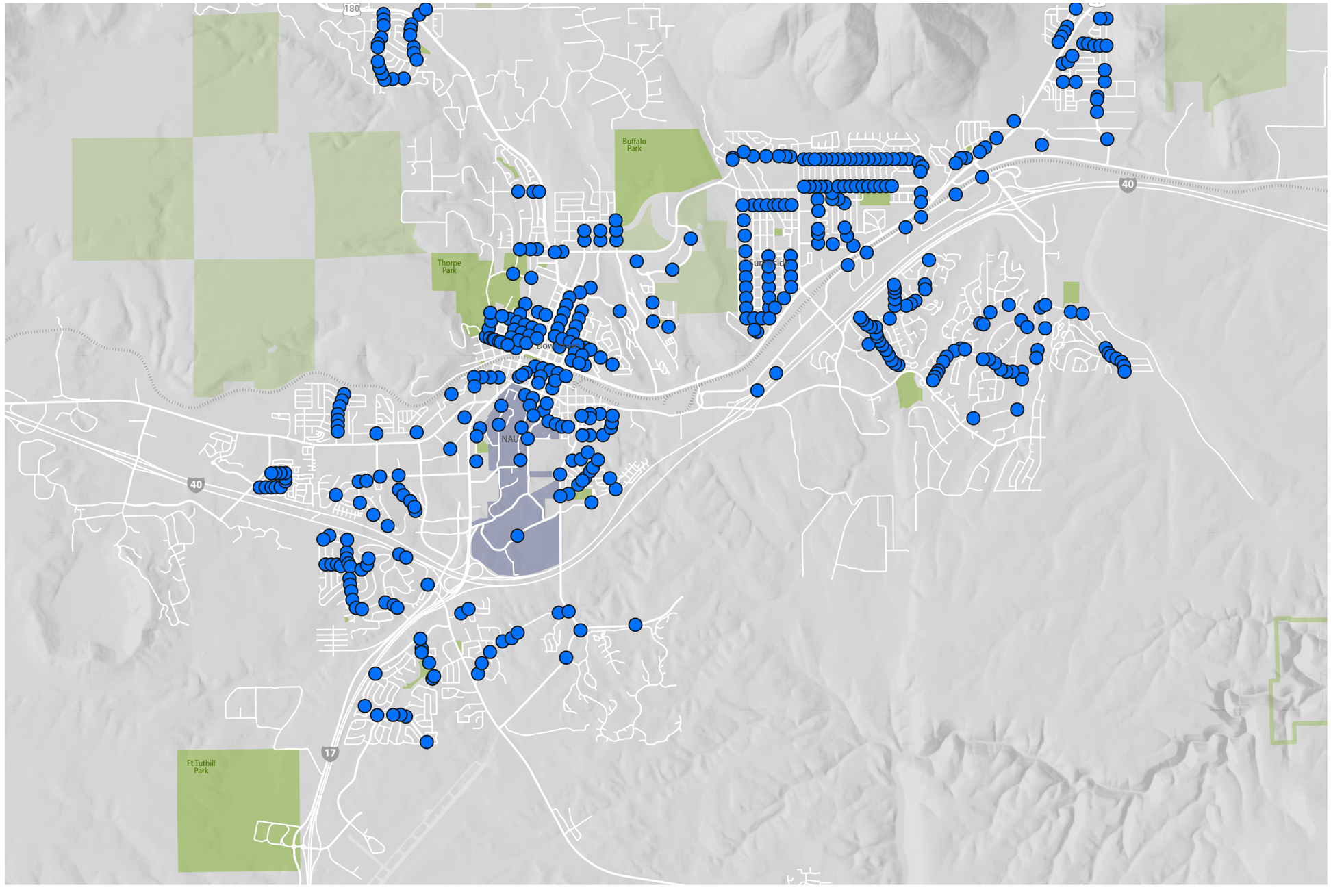



Map 8.04
**Enhanced crossings**
**Planned by priority**

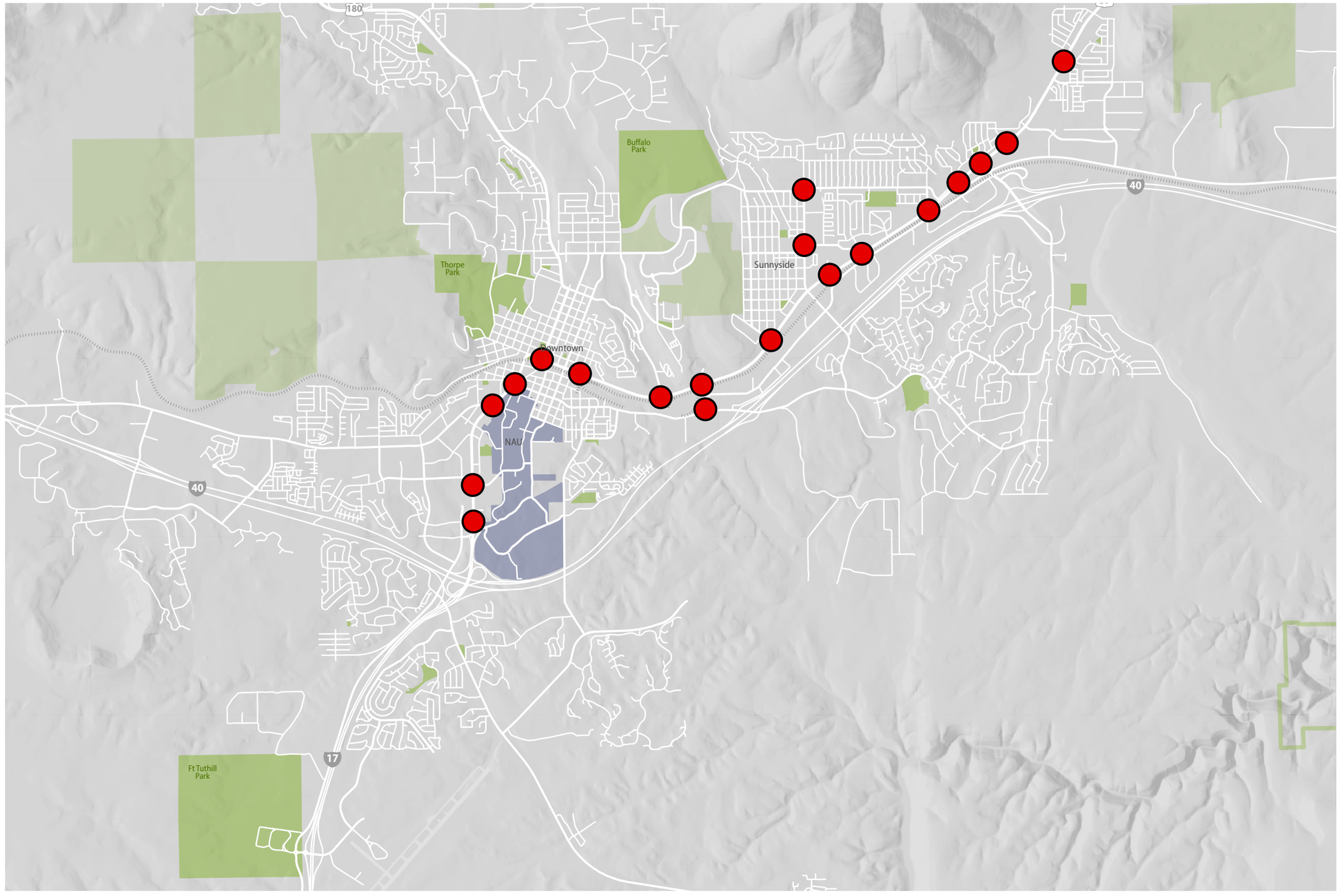
Enhanced crossings | by priority
- 1 First
- 2 Second
- 3 Third
- 4 Fourth
- Other project

N

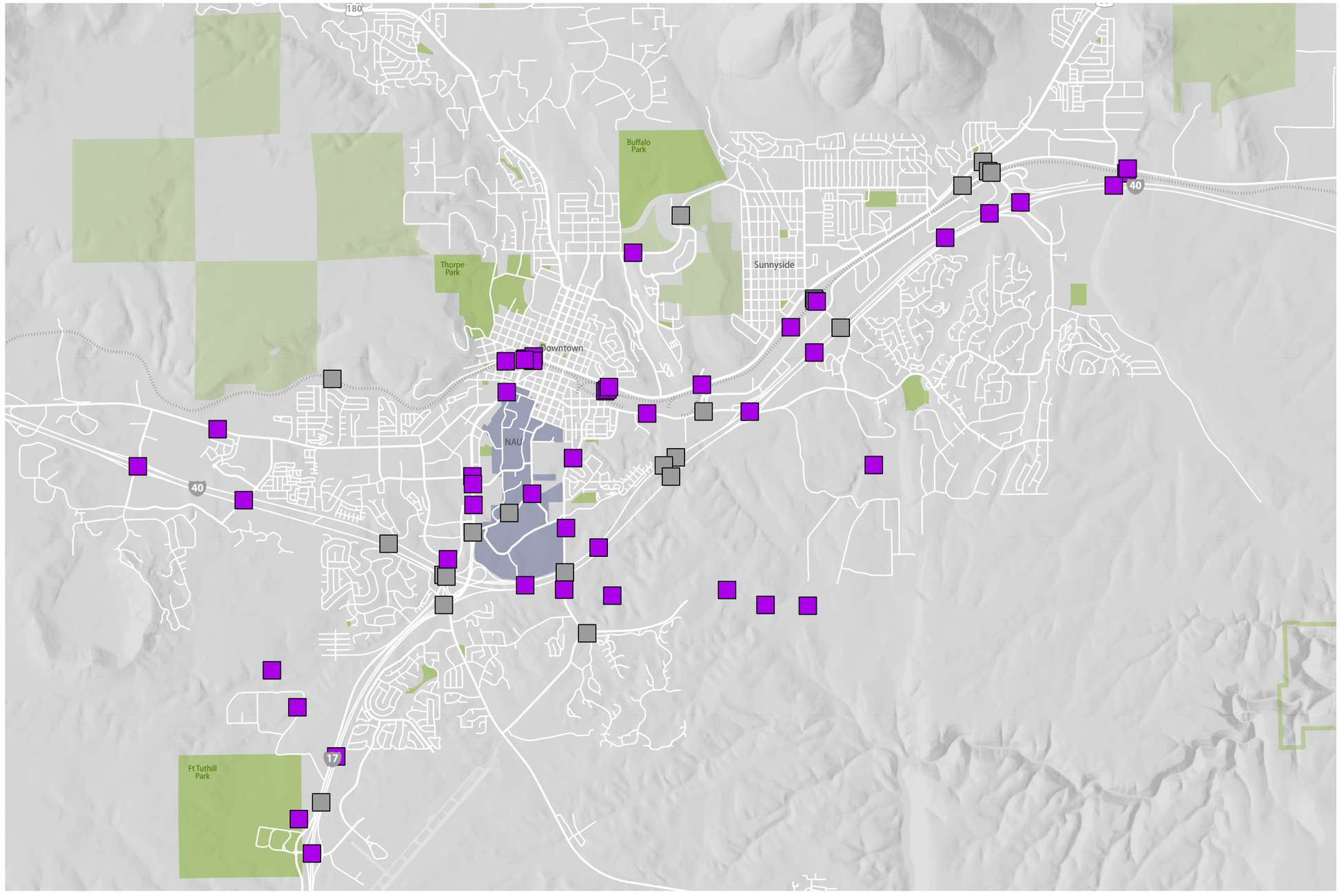
1
Miles



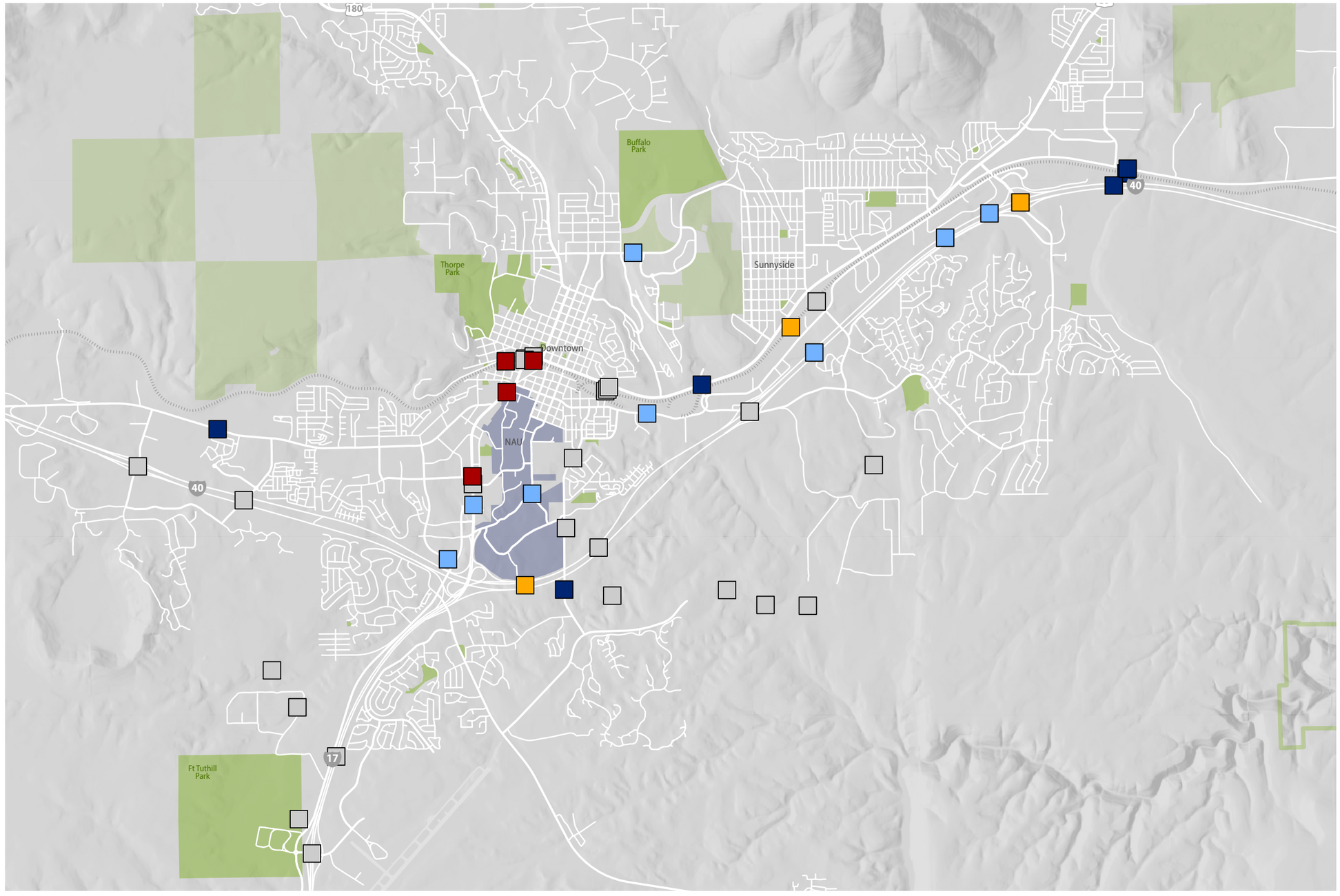

Map 8.05
**Crossings Basic**



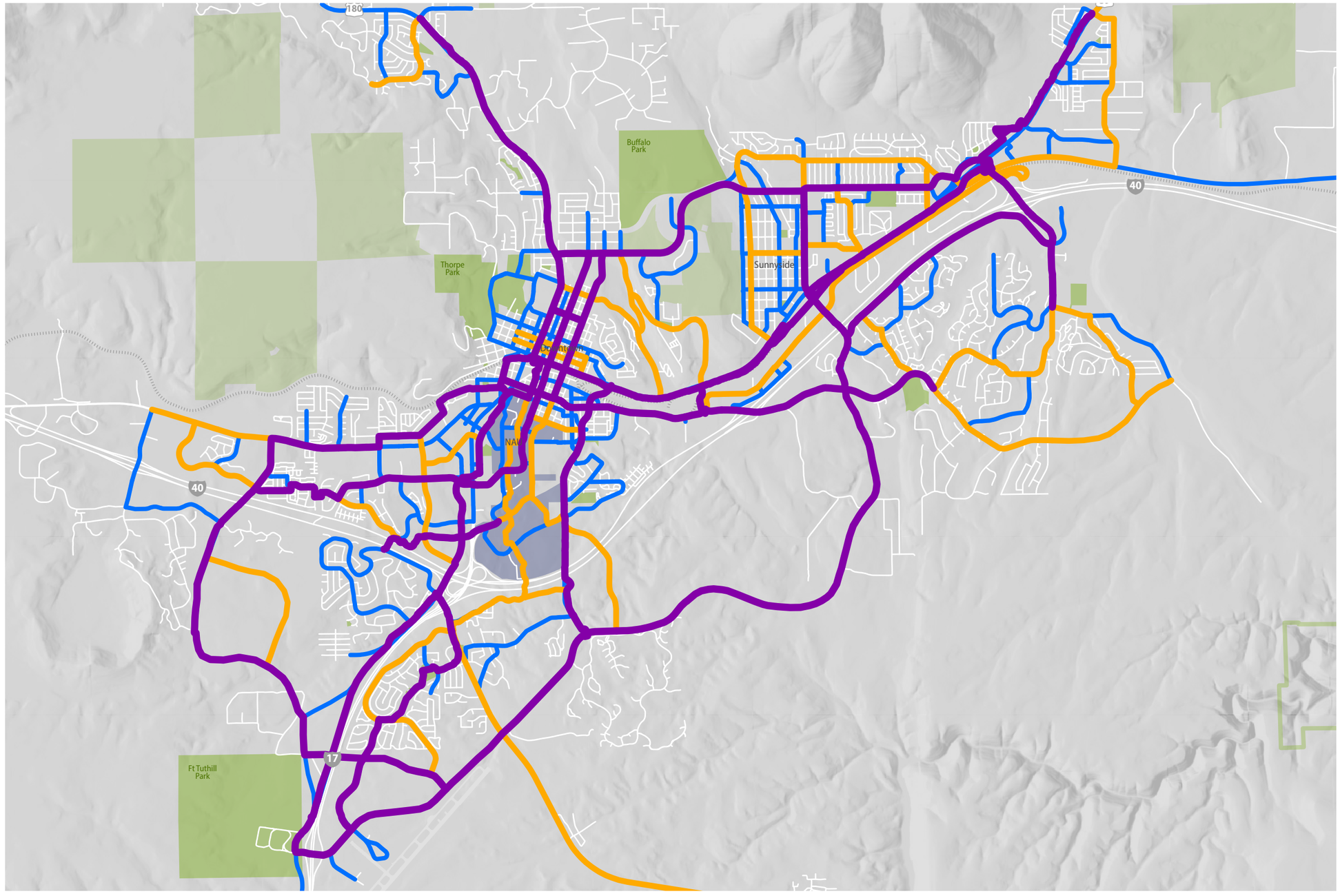

Map 8.06
**Crossings Restricted**



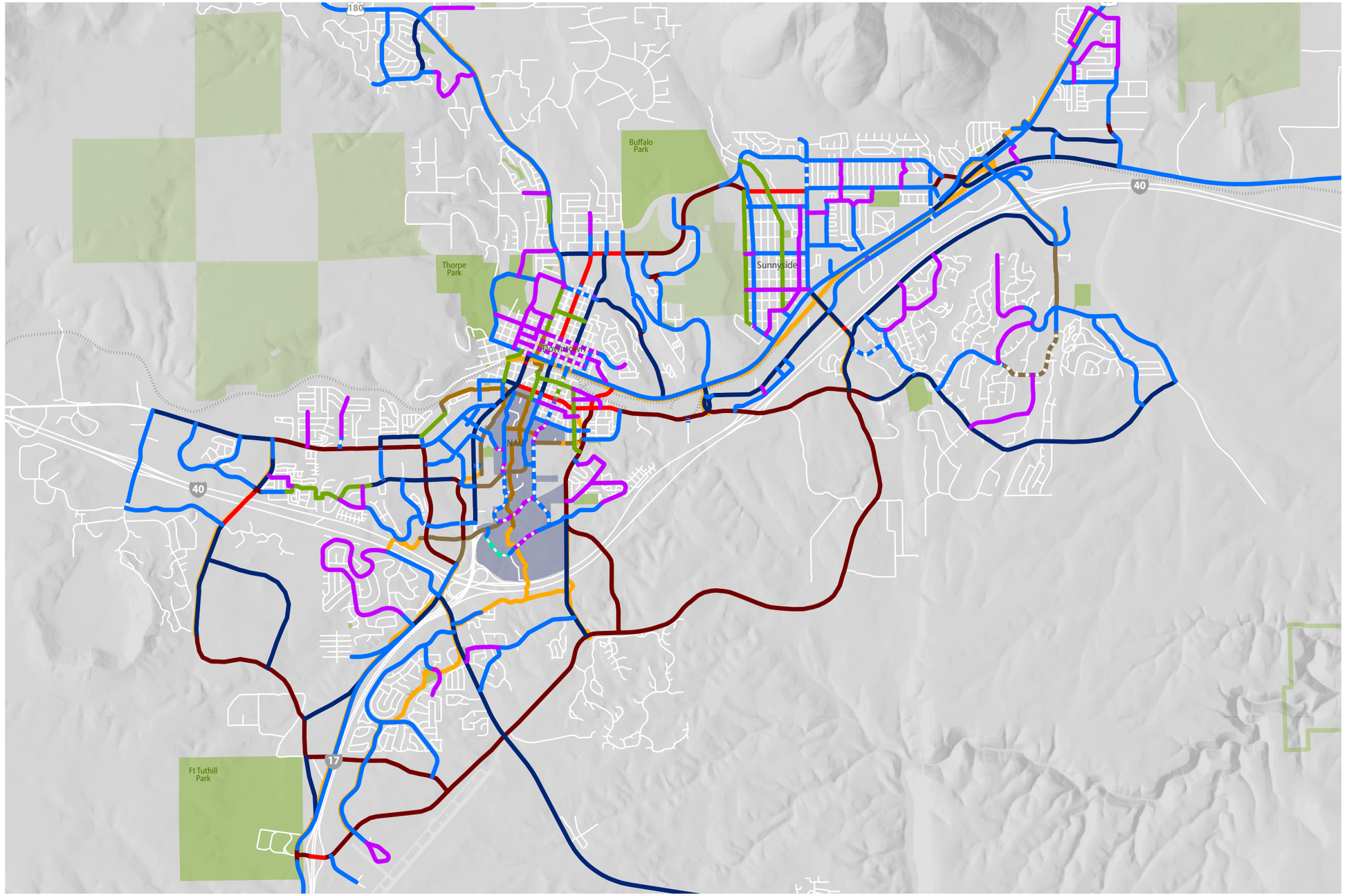

Map 8.07
**Separated crossings**
**Existing and planned**




Map 8.08
**Separated crossings Planned by priority**



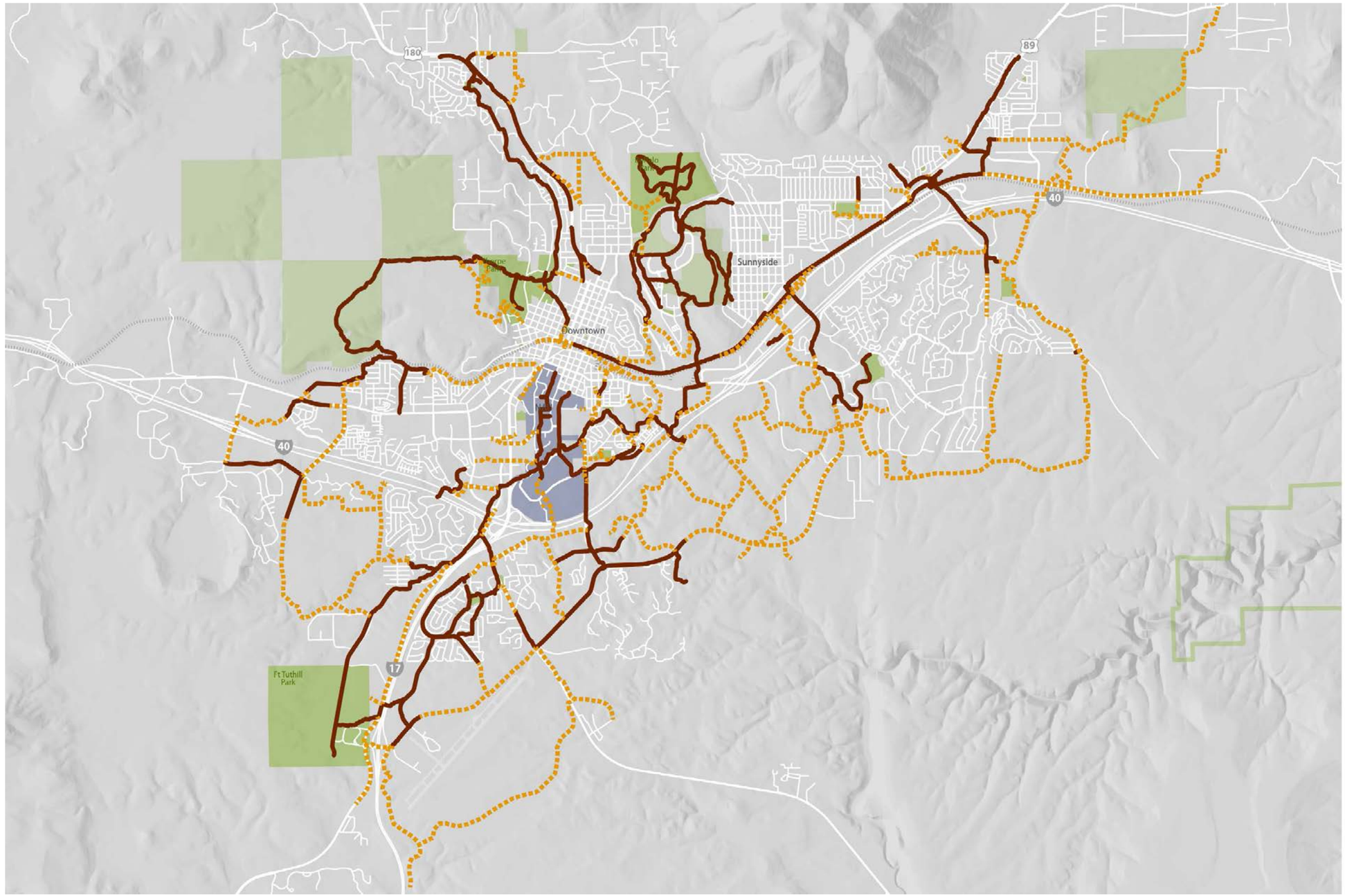

Map 8.09
**Bikeways**
**By hierarchy**



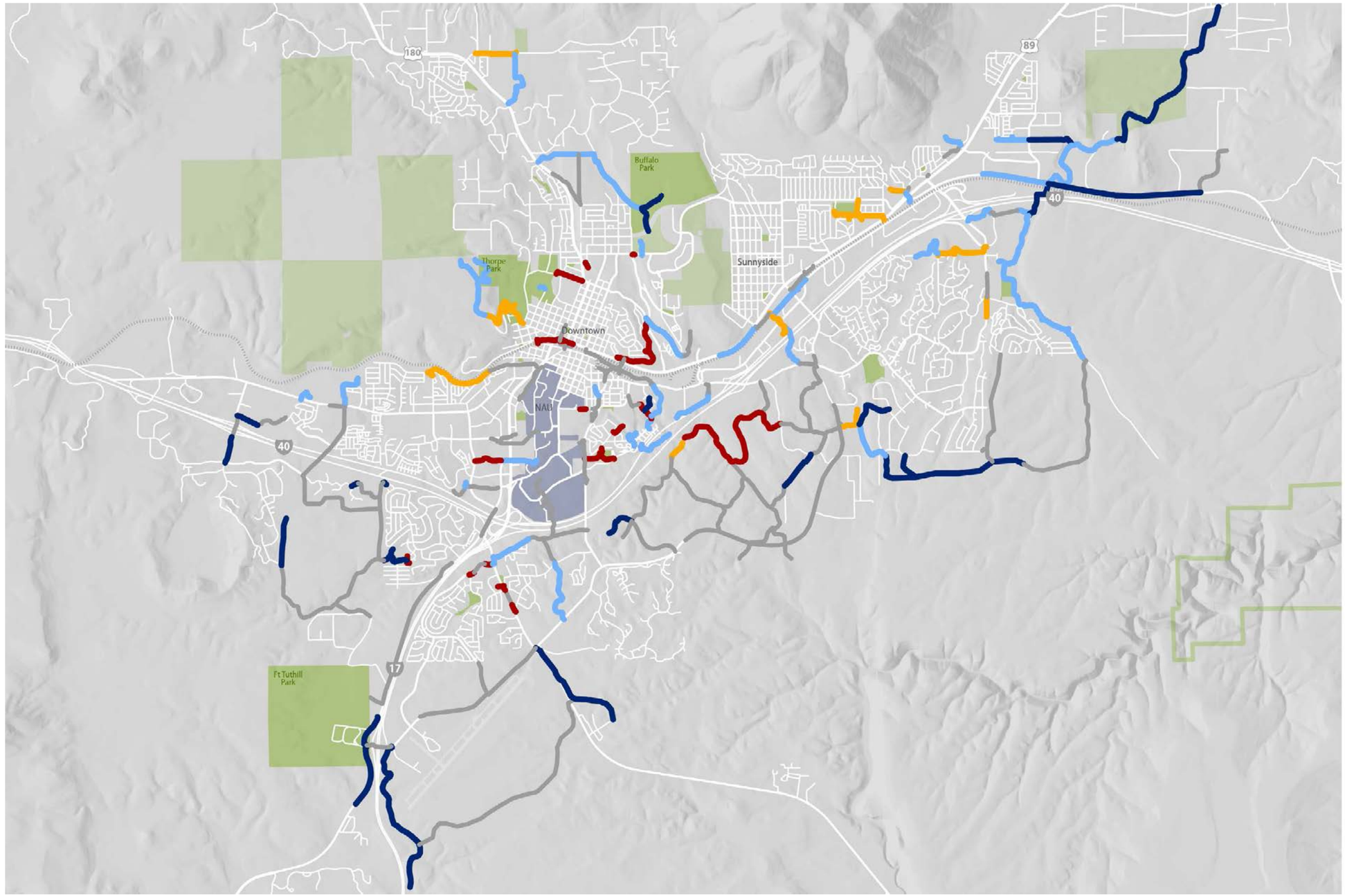

Map 8.10
**Bikeways**
**By facility**

Bikeways | facility
- Route
- Boulevard
- Shared lane markings
- SLM/bike lane
- Green SLM
- Advisory bike lanes
- Bus/bike lane
- Shoulders
- Bike lanes
- Buffered bike lanes
- Separated - vertical
- Separated - horizontal
- Cycletrack
- FUTS
- Divided FUTS
- Sidewalk

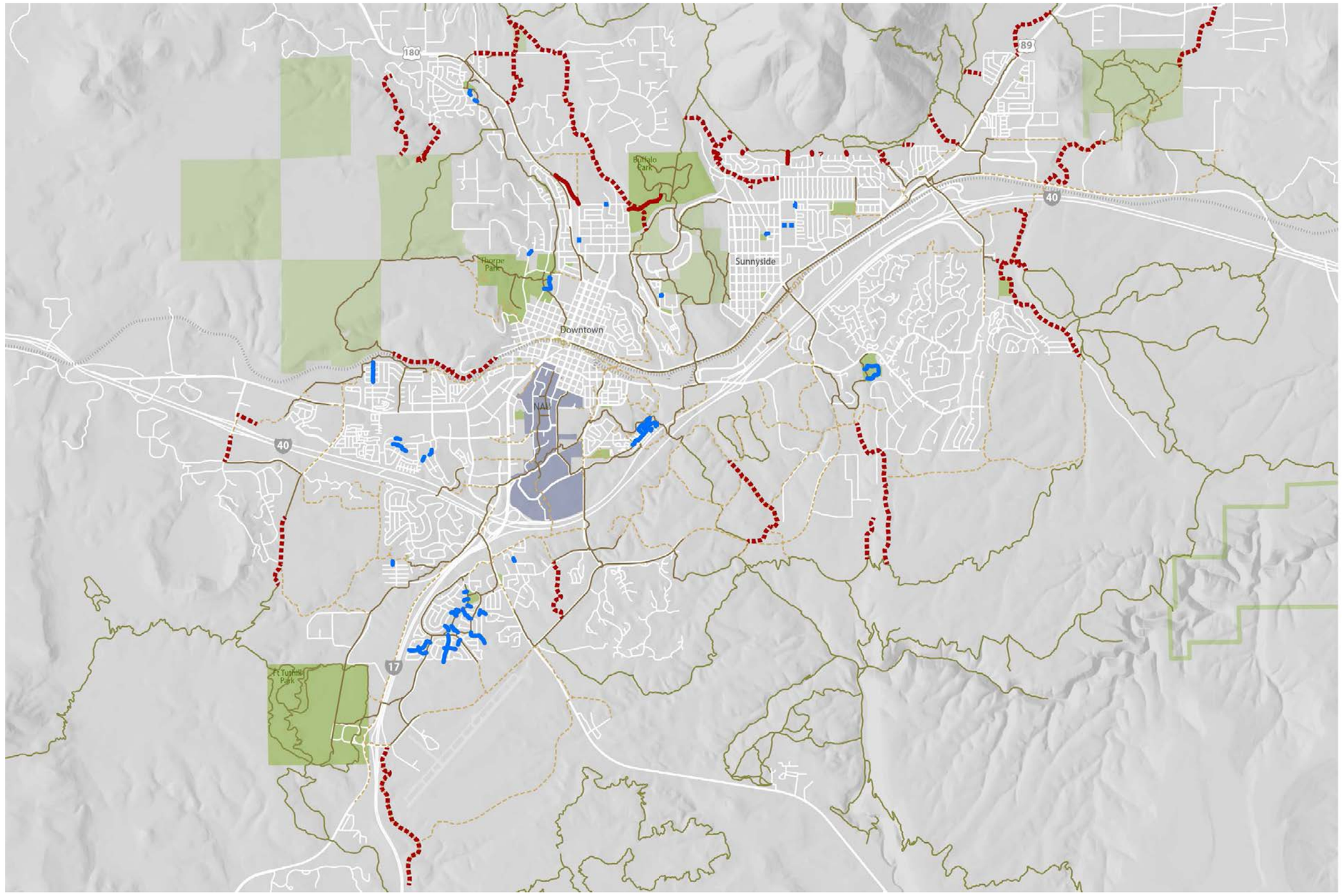
N
1
Miles



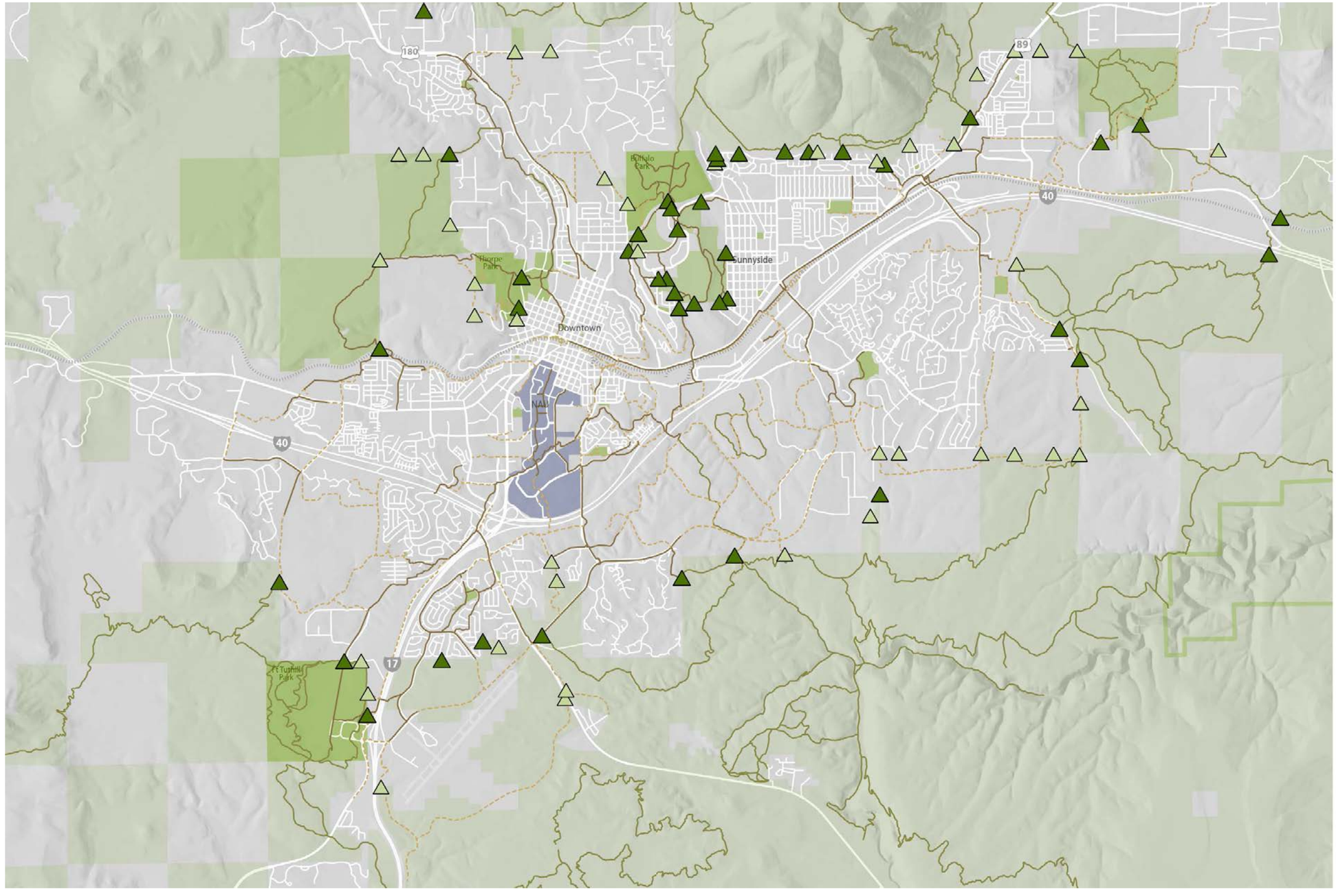

Map 8.11
**FUTS trails**
**Existing and planned**



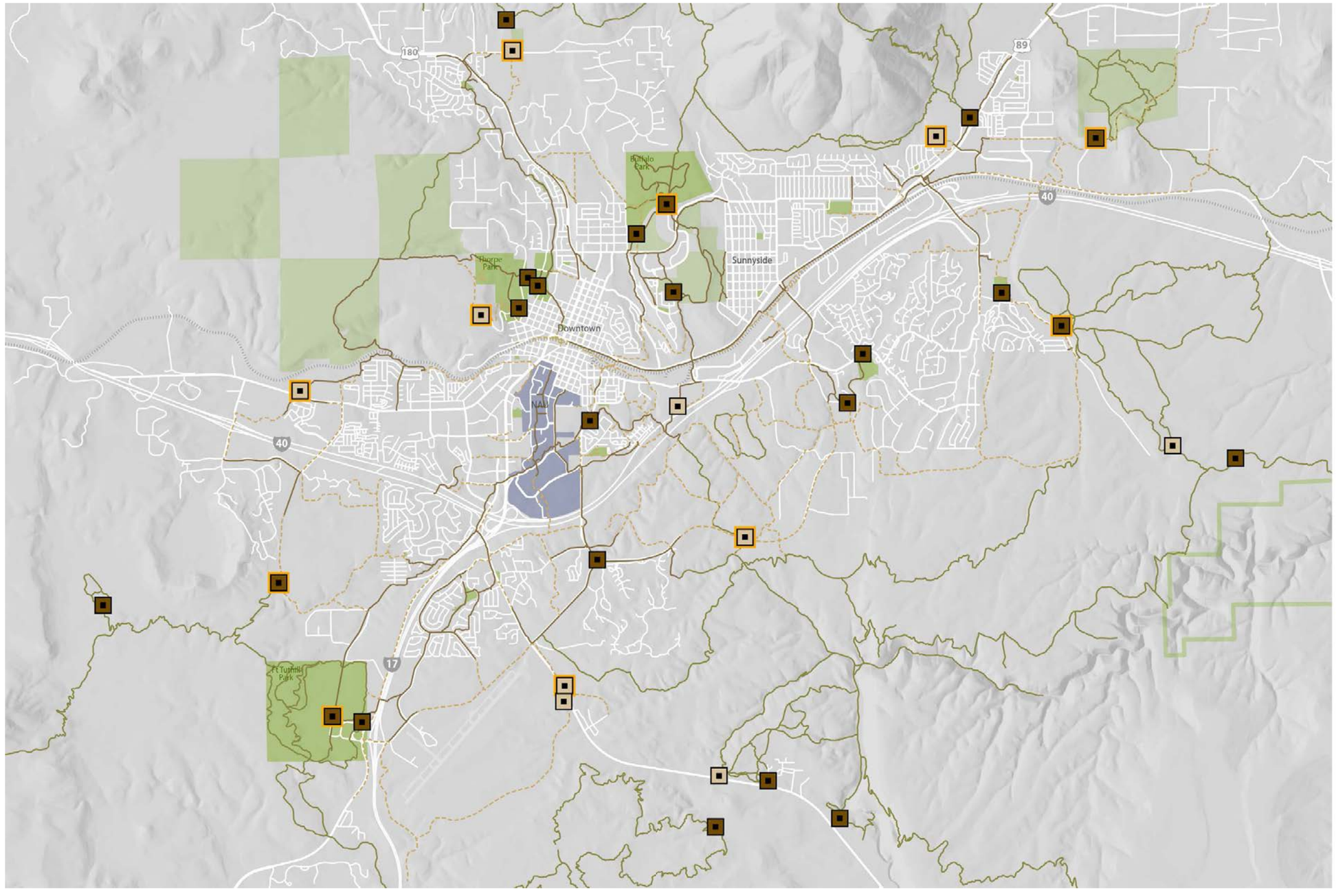

Map 8.12
**FUTS trails**
**Planned by priority**



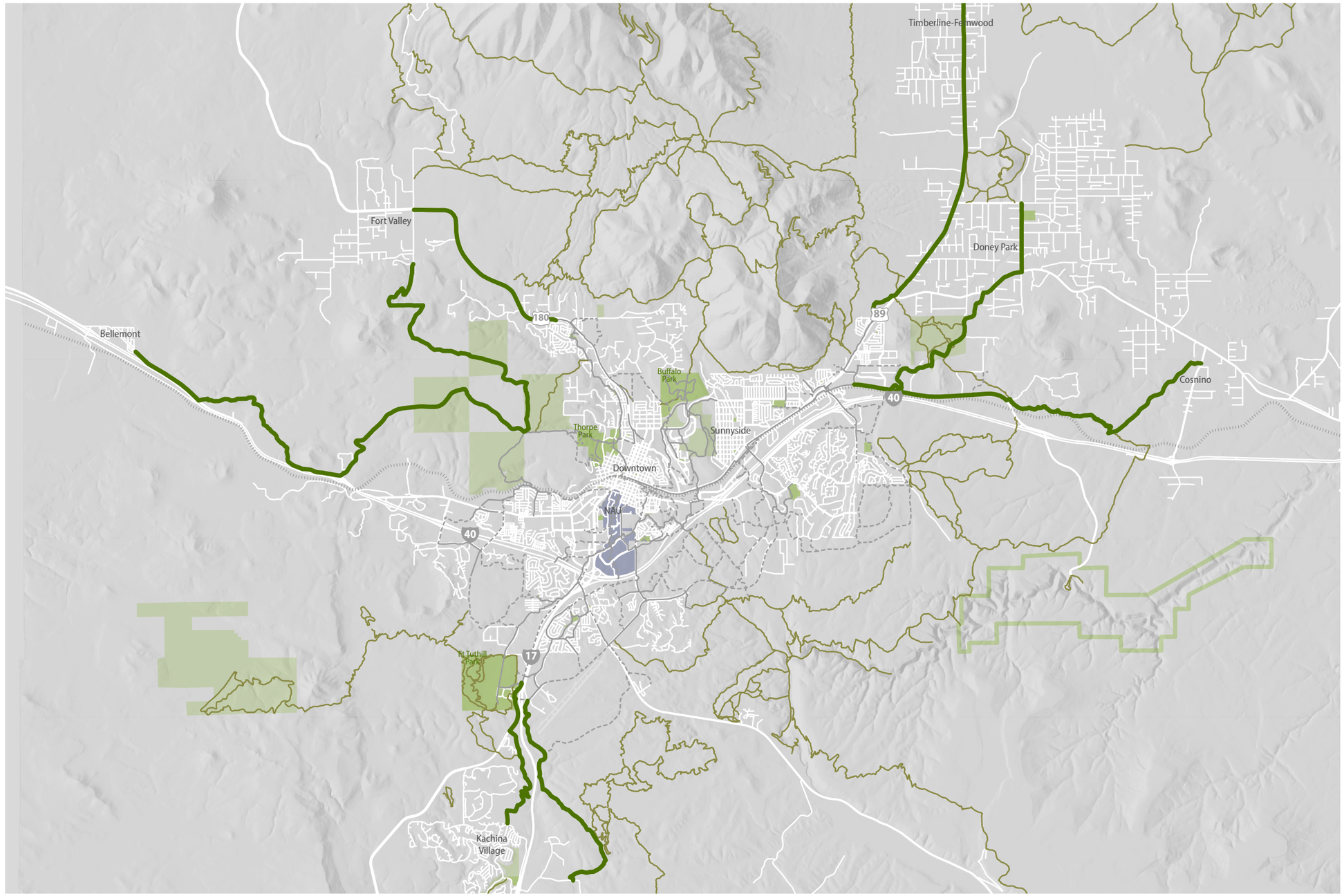

Map 8.13
**Neighborhood and singletrack access trails**




Map 8.14
**Forest access points**




Map 8.15
**Trailheads and trail hubs**




Map 8.16
**Outlying connections**

# A Policies and strategies

## 1 Infrastructure

### 1.1 Implement networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient.

- Complete missing sidewalks along major streets and develop a complete pedestrian network of sidewalks, FUTS trails, walkways, and crossings.
- Implement a citywide network of low-stress bikeways.
- Expand and enhance the network of FUTS trails.

### 1.2 Provide frequent and comfortable crossings to eliminate barriers and avoid breaks in pedestrian and bicycle networks.

- Develop policies, guidelines, and design guidance for at-grade crossings to ensure that pedestrians and cyclists have safe and convenient crossing opportunities.
- Review intersections and other locations along minor collector and commercial local streets where basic crossing facilities such as curb ramps and crosswalk markings are missing or would be beneficial.
- Work with ADOT to identify locations for crossings on state-managed streets within Flagstaff and develop a plan for appropriate facilities.
- Review intersections where pedestrian crossings are prohibited on one or more legs for opportunities to remove the prohibitions.
- Consider additional crossings and improvements in Downtown and Southside, including midblock crossings and additional marked crosswalks.

### 1.3 Ensure the availability of functional bike parking.

- Maintain an inventory of existing bicycle parking, and conduct an analysis based on the inventory to identify where additional bike parking is needed.
- Review current provisions for bike parking in the Zoning Code for minimum applicability thresholds, number of spaces required, and incentives for enhanced bicycle parking.
- Develop standards and requirements for the Zoning Code for long-term bike parking for multi-family residential development and employment areas.
- Explore options for temporary or valet bike parking for events and festivals; work with other City divisions, event organizers, and civic organizations to develop incentives and requirements.
- Implement a City program to provide low-cost or no-cost bike racks to private locations and facilities where bike parking is needed.
- Evaluate current development review processes to help developers meet bicycle parking requirements and standards.
- Add bike parking clusters and corrals at suitable locations in Downtown, the Southside, and other major activity centers.

### 1.4 Incorporate wayfinding signage to enhance the functionality of walking and biking networks.

- Establish standards and guidelines for signage that is coordinated across pedestrian, bicycle, and FUTS networks.
- Develop and implement a comprehensive system of signage and pavement markings as an integral part of the bikeway network.

- Install additional wayfinding signs for the FUTS system, including additional map kiosks at key locations.

### 1.5 Work with the City's transportation partners to unify walking and biking networks.

- Integrate walking and biking connections with the transit network.
- Coordinate with Northern Arizona University to complete the pedestrian and bicycle network to and through the NAU campus, including new or enhanced points of non-motorized access between the community and campus.
- Participate in the planning processes of other road-managing agencies, and include them as stakeholders in City plans, to support coordination across jurisdictions.

### 1.6 Connect walking and biking facilities with regional trails and open space to ensure convenient access from all Flagstaff neighborhoods.

- Plan and implement a system of greenways, parks, and open space in conjunction with the FUTS network.
- Collaborate with the Flagstaff Trails Initiative and other trail managing agencies on regional trails planning and implementation.
- Work with regional partners to implement a plan for trail connectivity and other non-motorized points of access between Flagstaff neighborhoods and the national forest and regional open space.
- Plan for direct connectivity and integration between pedestrian, bicycle, and FUTS networks and regional recreational trails, including the Arizona National Scenic Trail and the Flagstaff Loop Trail.
- Develop a system of trailheads and trail hubs to improve access and enhance connectivity between regional trails and the FUTS system.
- Work with Coconino County and the Forest Service to plan for non-motorized commuter access from outlying communities to Flagstaff.

### 1.7 Identify and take advantage of opportunities to fund and implement the pedestrian and bicycle network.

- Develop 5-year and 20-year plans for construction of pedestrian and bicycle projects for inclusion in the City's capital improvements program.
- Develop guidelines and standards to ensure that pedestrian and bicycle accommodation is addressed in City capital projects and private development, in a fair and consistent manner.
- Find opportunities to include pedestrian and bicycle facilities in capital and street projects undertaken by other agencies, including NAU, Coconino County, and ADOT.
- Monitor grant opportunities that could be used for pedestrian and bicycle projects.
- Explore options to make project delivery more efficient and faster, including alternative project delivery methods, especially for small projects.

## 2 Maintenance and operations

### 2.1 Maintain walking and biking infrastructure in a state of good repair.

- Keep up-to-date inventories of facilities and conditions, coordinate information sharing across City divisions, and establish shared priorities for maintenance so the most important facilities and concerns are addressed first.
- Ensure that maintenance budgets are adequate to keep facilities in good condition and explore additional funding sources.
- Conduct a review of peer communities and other cities for ideas, programs, and best practices for maintenance.

- Develop standards and guidelines for sustainable facilities to reduce the need for and costs of maintenance.
- Establish a regular maintenance schedule and program for walking and biking facilities, based on minimum standards or targets for condition.
- Review current maintenance practices to find efficiencies and implement best practices.

### 2.2 Clear ice and snow from pedestrian and bicycle facilities to keep them usable through the winter months.

- Adopt snow clearing policies and practices for bike lanes, sidewalks, and FUTS trails.
- Establish a hierarchy of routes for sidewalks, bikeways, and FUTS trails to help prioritize snow clearing.
- Provide detailed information, schedules, and maps for snow clearing so the public knows what to expect during snow events.
- Conduct a review of our peers and other communities for ideas, programs, and best practices for snow clearing.
- Consider a range of options for compliance and enforcement of private snow removal on sidewalks.
- Include considerations for snow clearing and snow storage in the design and construction of facilities.

### 2.3 Keep walking and biking facilities free of blockages and debris.

- Provide and promote convenient ways for the public to map and report obstructions and other problems to the City, including the Citizen Tracker function on the City's website.
- Work with the Flagstaff Police Department on reporting and enforcement of parked vehicles on sidewalks, bike lanes, and FUTS trails.
- Review street sweeping schedules and practices for efficiencies and effectiveness, particularly in the winter and spring, to keep sidewalks and bike lanes clear of cinders.
- Support volunteer and neighborhood efforts that could be expanded to include sidewalk sweeping and vegetation removal.
- Expand the public outreach and education campaign to increase public awareness and encourage the public to keep sidewalks, bike lanes, and FUTS trails clear of blockages, including trash and recycling bins and bulky trash.

### 2.4 Limit the impact of closures on walking and biking facilities.

- Review the City's procedures for temporary traffic control plans to ensure that sidewalks, bike lanes, and FUTS trails are included and addressed.
- Develop guidelines and standards for closures to minimize the impacts of closures on pedestrians and bicyclists and to ensure they are accommodated when closures occur.
- Consider a fee structure for closures to reflect the cost to the community and to encourage better planning for closures.
- Establish procedures for consistent and systematic notification of closures to the community.

### 2.5 Improve and enhance existing pedestrian and bicycle facilities to meet basic levels of functionality and accessibility.

- Create an inventory of potential improvements and enhancements for walking and biking, including those that support accessibility and universal design, and prioritize those that are most needed.
- Include funding for improvements and enhancements as part of the capital plan and budget for pedestrian and bicycle facilities.
- Identify opportunities to address improvements and enhancements as part of other projects, including capital projects and private development.

- Maintain a list of improvements and enhancements to the FUTS; prioritize the list and find ways to fund and implement.

## 3 Support and encouragement

### 3.1 Use information and maps to promote, encourage, and make it easier to walk and bike.

- Update the City's web page to include useful and current information on walking, biking, and trails.
- Use MoveMeFLG (movemeflg.com) as a central clearing house for information on walking, biking, transit, and other sustainable travel options.
- Create a dedicated social media presence for active transportation that regularly communicates with the public.
- Continue publication of the Flagstaff Urban Trails and Bikeways Map in both printed and digital form.
- Explore the use of online maps with interactive route planning functionality to help users find the best way to walk or bike to their destination.
- Provide private map services with current and accurate walking and biking information, including OpenStreetMap, Google maps, and Apple maps.
- Create walking maps for Downtown, Southside, and other neighborhoods, or for specific themes like public art, historic sites, or bird watching, to encourage residents and visitors to explore the community.
- Integrate travel information across a variety of modes – walking, biking, transit, bikeshare, micromobility, ride hailing services, car share, vanpools, paratransit – to support flexibility and options for mobility.

### 3.2 Promote events and activities that support walking and biking.

- Promote Bike to Work Week and Flagstaff Walks! as signature Flagstaff events for walking and biking.
- Work with community partners to organize additional walking and biking events, such as theme walks, community bike rides, or group hikes.
- Create a walking calendar as a centralized listing of all the organized walking events around Flagstaff.
- Organize cyclovias, open streets, slow streets, and other events that temporarily close street segments and corridors to vehicles and open them to walking, biking, and other activities.
- Seek and publicize national recognition for Flagstaff as a walkable and bikeable community.

### 3.3 Work towards equity and inclusion in pedestrian and bicycle programs.

- Conduct equity analyses of infrastructure plans to ensure equitable distribution of facilities and to verify that low income and underserved neighborhoods are covered.
- Develop working relationships with community and neighborhood groups to encourage more public involvement in transportation projects and planning processes.
- Establish formal equity guidelines and practices to foster better inclusion in our planning processes.
- Engage with relevant boards and commissions, including the City's Diversity Awareness Commission and Commission on Inclusion and Adaptive Living, and MetroPlan/Mountain Line's Coordinated Mobility Council.
- Recruit women, people of color, and other under-represented groups to serve on the Pedestrian Advisory Committee, Bicycle Advisory Committee, Transportation Commission, and other transportation-related groups.

### 3.4 Incorporate universal access as a key component of walking and biking.

- Review the City's practices and standards for walking and biking facilities to verify that they are compliant with best practices for accessibility.

- Conduct an inventory of missing and existing curb ramps, an assessment of condition and ADA compliance, estimated costs, potential funding sources, and opportunities to complete as part of other projects.
- Incorporate principles of Universal Design to create facilities that are usable by everyone regardless of age, ability, or status.
- Improve accessibility of FUTS trails for all users, and provide better information to the public about accessibility and trail conditions.

### 3.5 Pursue other programs and facilities that are supportive of walking and biking.

- Implement a citywide bike share program.
- Work with local groups to establish a Flagstaff community bicycle collective.
- Explore space and programming for bike stations and mobility hubs in future public projects, including the Downtown Connection Center, parking garages, and other public facilities.
- Support the use of bikes, e-bikes, and other micromobility devices for more of the community to enhance mobility options through creative programs and potential financial incentives.

### 3.6 Develop beneficial relationships with our community partners to promote walking and biking.

- Coordinate with the Convention and Visitor's Bureau to produce useful information on walking, biking, and trails to share with visitors.
- Work with the City's business retention and attraction specialists to promote walking, biking, and trails as community assets for business retention and attraction.
- Coordinate efforts to promote walking and biking with Northern Arizona University.
- Stay engaged with a broad range of stakeholder groups and individuals, including advocacy groups, public health professionals, neighborhood associations, healthcare providers, wellness coordinators, and bike and outdoor shops.
- Support local advocacy groups for walking and biking.

### 3.7 Explore ways to grow City staff resources for active transportation.

- Add new program staff for walking and biking.
- Bolster staff resources using interns, student projects, and AmeriCorps VISTA workers.
- Find ways to share the workload with other divisions, programs, and staff where work programs and missions overlap.

## 4 Safety

### 4.1 Establish comprehensive education and safety programs for pedestrians, bicyclists, and motorists.

- Organize an ongoing schedule of safety and education classes.
- Recruit community members to become League Certified Instructors (LCI) for bicycle safety, including individuals from the Flagstaff Police Department, NAU, and the Pedestrian Advisory Committee, the Bicycle Advisory Committee, and Transportation Commission.
- Expand the Bicycle Diversionary Class program to provide an education alternative for bicyclists who receive traffic citations.
- Use ongoing safety campaigns to disseminate pedestrian and bicycle safety information.

- Explore options to help educate motorists on safe and courteous driving practices around pedestrians and bicyclists.

### 4.2 Adopt a comprehensive transportation safety action plan and strategy with the explicit intent and goal to eliminate traffic fatalities and serious injuries.

- Establish a City or regional safety panel which meets regularly to share and review transportation safety information, with representation from a variety of stakeholders, including law enforcement, transportation planning, engineering, and public works, as well as regional partners such as Mountain Line, NAU, ADOT, and MetroPlan.
- Conduct roadway safety audits or assessments at locations identified as having high volumes or high rates of crashes.
- Collect before-and-after counts and crash data for major transportation projects to assess their impact and better understand the factors that affect pedestrian and bicycle crashes.

### 4.3 Re-establish a community-wide Safe Routes to School (SRTS) program.

- Work with FUSD and charter schools to develop detailed inventories of walking, biking, and transit opportunities in the vicinity of school campuses with the goal of creating safe to school routes and maps.
- Partner with FUSD on improvement projects using Adjacent Ways and other available funding sources.
- Team with the Coconino County Injury Prevention program to identify ongoing sources of funding for an SRTS coordinator and program.
- Develop a toolkit of options for schools to address drop-off and pick-up traffic that focuses on walking, biking, transit, school buses, carpooling, and other programmatic solutions.
- Engage school bicycle and mountain bike clubs to promote education and encouragement.

### 4.4 Work with the Flagstaff Police Department to advance enforcement efforts that improve safety for pedestrians and bicyclists.

- Support additional resources needed to re-establish a bicycle patrol within the Flagstaff Police Department.
- Conduct regular targeted enforcement efforts; work with the Flagstaff Police Department to identify the most serious and impactful offenses to target, and include an educational component to maximize the effectiveness.
- Hold in-service pedestrian and bicycle training for officers to ensure they are well-versed in pedestrian and bicycle laws and safe behaviors.

### 4.5 Verify that walking and biking facilities allow and encourage safe behavior for all users.

- Discourage bicycling on sidewalks through better infrastructure and education.
- Promote user courtesy on FUTS trails via public outreach and education.
- Address perceived safety concerns along FUTS trails with better design and information.
- Encourage bicycle helmet use through education and enforcement.
- Work with law enforcement to reduce the incidence of bike theft through convenient bicycle registration and better bicycle parking and storage.

## 5 Transportation and land use planning

### 5.1 Use Travel Demand Management (TDM) as a guiding principle for transportation and land use planning.

- Develop a plan for TDM that includes a broad list of potential strategies and an assessment of how they might be implemented.
- Work with Mountain Line, NAU, the Downtown Business Alliance (DBA,) and other community partners to develop and implement TDM strategies.
- Consider a process that allows a developer to choose from a menu of TDM strategies to offset or mitigate traffic impacts, including adding or enhancing pedestrian and bicycle facilities, as an alternative to building road capacity projects.
- Explore ways to manage the demand for parking and mitigate its impacts.

### 5.2 Establish a "complete transportation" process for all City transportation plans and projects that incorporates broad community objectives.

- Expand considerations for walking, biking, and transit in transportation impact analysis (TIA) and traffic modeling.
- Follow principles of context-sensitive solutions and complete transportation in all transportation plans and projects.
- Adopt and implement a formal Complete Streets policy.

### 5.3 Review current transportation-related standards, guidelines, and processes to identify opportunities to implement this plan and better support walking and biking.

- Conduct a comprehensive review of the Zoning Code and Engineering Standards for provisions that affect walking and biking, and develop recommendations for revisions.
- Review street and intersection standards to ensure that street design emphasizes safety and comfort for all users.
- Review other transportation processes and permits for their impact on walking and biking.
- Consider corridors with excess vehicle capacity for possible implementation of road diets.

### 5.4 Adopt design guidelines that reflect best practices for streets, intersections, pedestrian and bicycle facilities, and trails.

- Develop detailed design guidelines for walking and biking facilities based on best practices, innovative facilities, and reference guides from national sources such as AASHTO, PROWAG, and NACTO.
- Revise the Zoning Code and Engineering Standards to incorporate new standards where appropriate.
- Provide training and education on best practices for pedestrian and bicycle facilities for staff, design professionals, policy makers, and the community.

### 5.5 Incorporate principles of placemaking in street design and pedestrian and bicycle infrastructure.

- Incorporate public art and decorative design elements in transportation facilities.
- Integrate Great Streets principles in pedestrian, bicycle, street, intersection, and corridor projects and plans.
- Protect and celebrate cultural, historic, and natural resources where they exist along walking and bicycling networks.
- Find locations for and install benches, seating areas, civic spaces, and gathering areas along walking and biking networks.

## 6 Evaluation

### 6.1 Collect and analyze data related to walking and biking.

- Establish a regular program of pedestrian and bicycle counts, including counts on FUTS trails.
- Explore other sources for information on walking and biking patterns, including acquisition of third-party data.
- Produce an annual report for pedestrian and bicycle crash data.
- Collect and analyze mode share data to assess the health of walking and biking.
- Support MetroPlan's periodic Trip Diary Survey and other data collection efforts regarding travel patterns and mode share.

### 6.2 Provide opportunities for community engagement and feedback.

- Keep the City Council, boards and commissions, and committees informed and actively engaged in walking, biking, and trail issues.
- Conduct regular, periodic surveys on walking and biking through the Flagstaff Community Forum, including annual user surveys for walking, biking, and FUTS.
- Facilitate convenient methods for public reporting of walking and bicycling concerns.

### 6.3 Conduct regular assessments of walking and biking conditions.

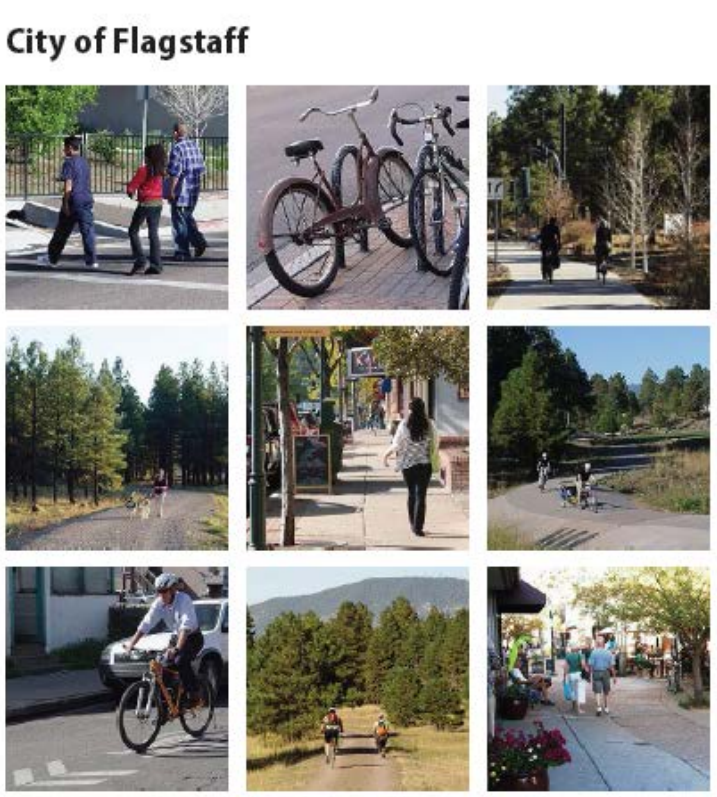
- Use pedestrian, bicycle, intersection, and crossing comfort indices to help assess the pedestrian and bicycle environment.
- Use feedback from national programs like the Walk Friendly Community and Bicycle Friendly Community programs to better understand where improvement is needed.
- Conduct regular neighborhood walking, biking, and accessibility audits as a community-based tool for evaluation and education.
- Conduct periodic reviews to assess the progress made on implementation of this ATMP, and report the results to the public, stakeholders, boards and commissions, committees, and the City Council.

# B Common acronyms

- AASHTO American Assn of State Highway Transportation Officials
- ACS American Community Survey
- ADA Americans with Disabilities Act
- ADAAG Americans with Disabilities Act Accessibility Guidelines
- ADOT Arizona Department of Transportation
- ADT Average daily traffic
- APS Accessible pedestrian signals
- ARS Arizona Revised Statutes
- ATMP Active Transportation Master Plan
- BAC Bicycle Advisory Committee
- LBI Lead bicycle interval
- CIP Capital Improvement Program
- CSS Context sensitive solutions
- CVB Convention and Visitor's Bureau
- DBA Downtown Business Alliance
- FHWA Federal Highway Administration
- FMPO Flagstaff Metropolitan Planning Organization (now MetroPlan)
- FTA Federal Transit Administration
- FUTS Flagstaff Urban Trails System
- GHG Greenhouse gases
- IIJA Infrastructure Investment and Jobs Act
- LAB League of American Bicyclists
- LCI League Certified Instructor
- LOS Level of service
- LPI Lead pedestrian interval
- MOV Multiple occupant vehicle
- MUTCD Manual on Uniform Traffic Control Devices
- NACTO National Association of City Transportation Officials
- NAU Northern Arizona University
- NPS National Park Service
- PAC Pedestrian Advisory Committee
- PHB Pedestrian hybrid beacon
- PROWAG Proposed Rights-of-Way Accessibility Guidelines
- PTN Permanent transit network
- ROW Right-of-way
- RRFB Round or rectangular flashing beacon
- RRSS Road Repair and Street Safety
- SOV Single occupant vehicle
- TDM Travel Demand Management
- TIA Transportation impact analysis
- TND Traditional neighborhood design
- TOD Transit oriented development
- TWLTL Two-way left turn lane
- USFS US Forest Service
- VMT Vehicle miles traveled

# Active Transportation Master Plan

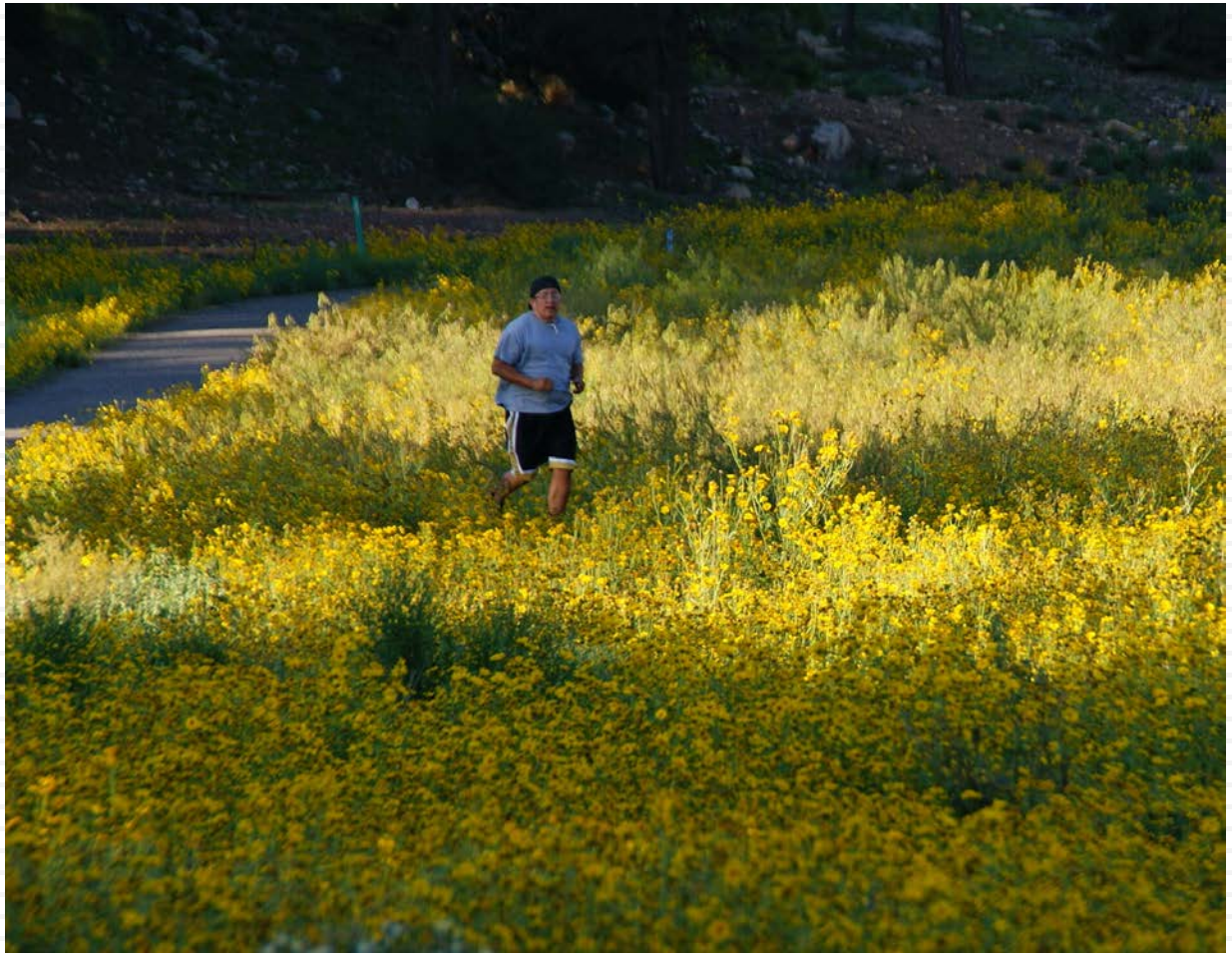
City Council| 1 November 2022




# Active Transportation Master Plan

- Guide to making walking and biking in Flagstaff more functional, attractive, convenient, safe and comfortable
- Numerous City plans indicate support for walking and biking, starting with the Regional Plan, at a high level
- The ATMP provides the details

# Chapters



1 Introduction

2 Current conditions

3 Goals, policies, and strategies

4 Outcomes, indicators, and targets

5 Implementation

6 Planning considerations

7 Design guidance

8 Infrastructure recommendations

# 1 Introduction

- Intent of the ATMP
- Policy context
- How this plan is used
- How this plan was developed
- Guiding principles
- Approach



# Intent of the ATMP

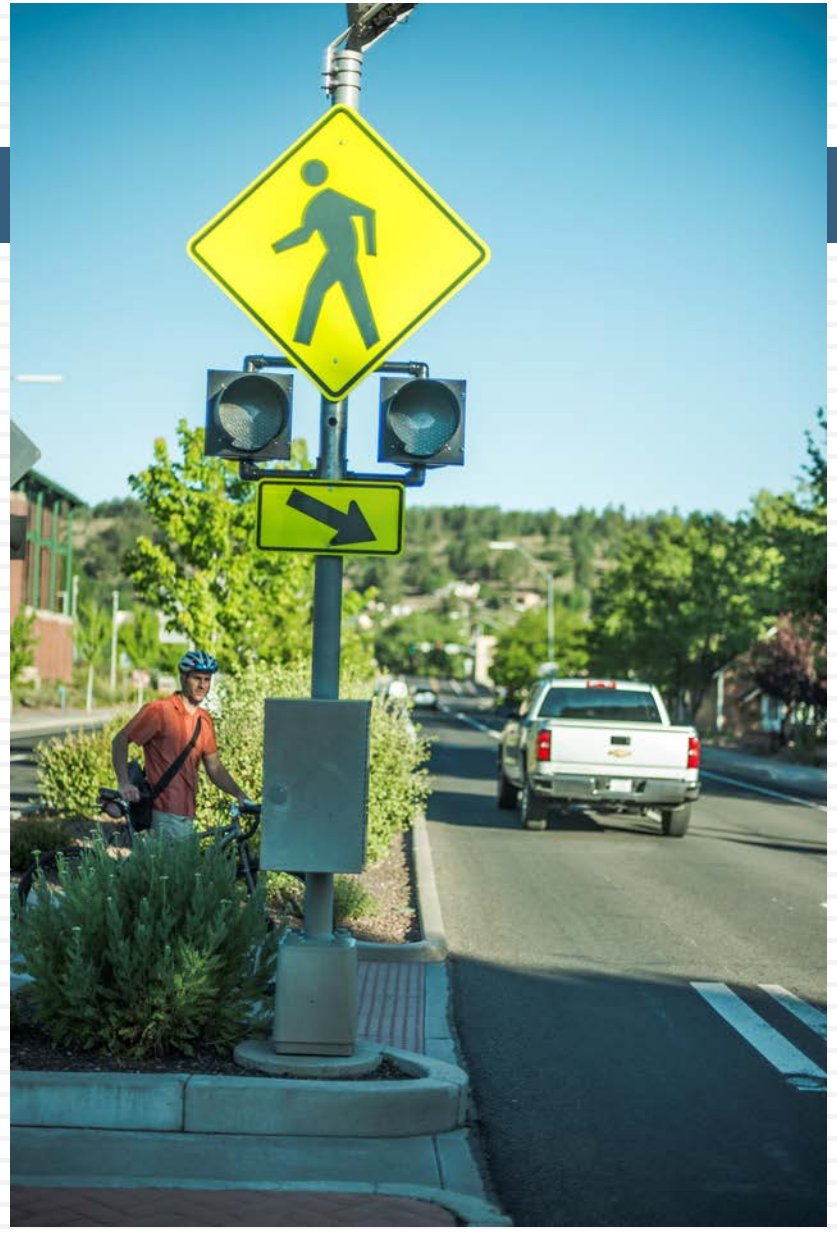
- Provide **policy guidance** to advance the transportation goals and vision of the Regional Plan
- Establish specific **goals and strategies** to support and promote walking and biking
- Identify and prioritize needed **pedestrian and bicycle infrastructure**
- Set forth **planning and design guidance** for walking and biking
- Facilitate a change (**the Big Shift**) in Flagstaff's approach to transportation planning

# **Guiding principles** (select)

- Walking and biking are important to Flagstaff – support mobility, equity, health, sustainability, economy
- Flagstaff has a significant opportunity, but it takes an effort
- People walk and bike when it is comfortable, convenient, and useful
- Walking and biking are critical elements of a robust transportation system
- Part of a larger context of land use, community character, and street design

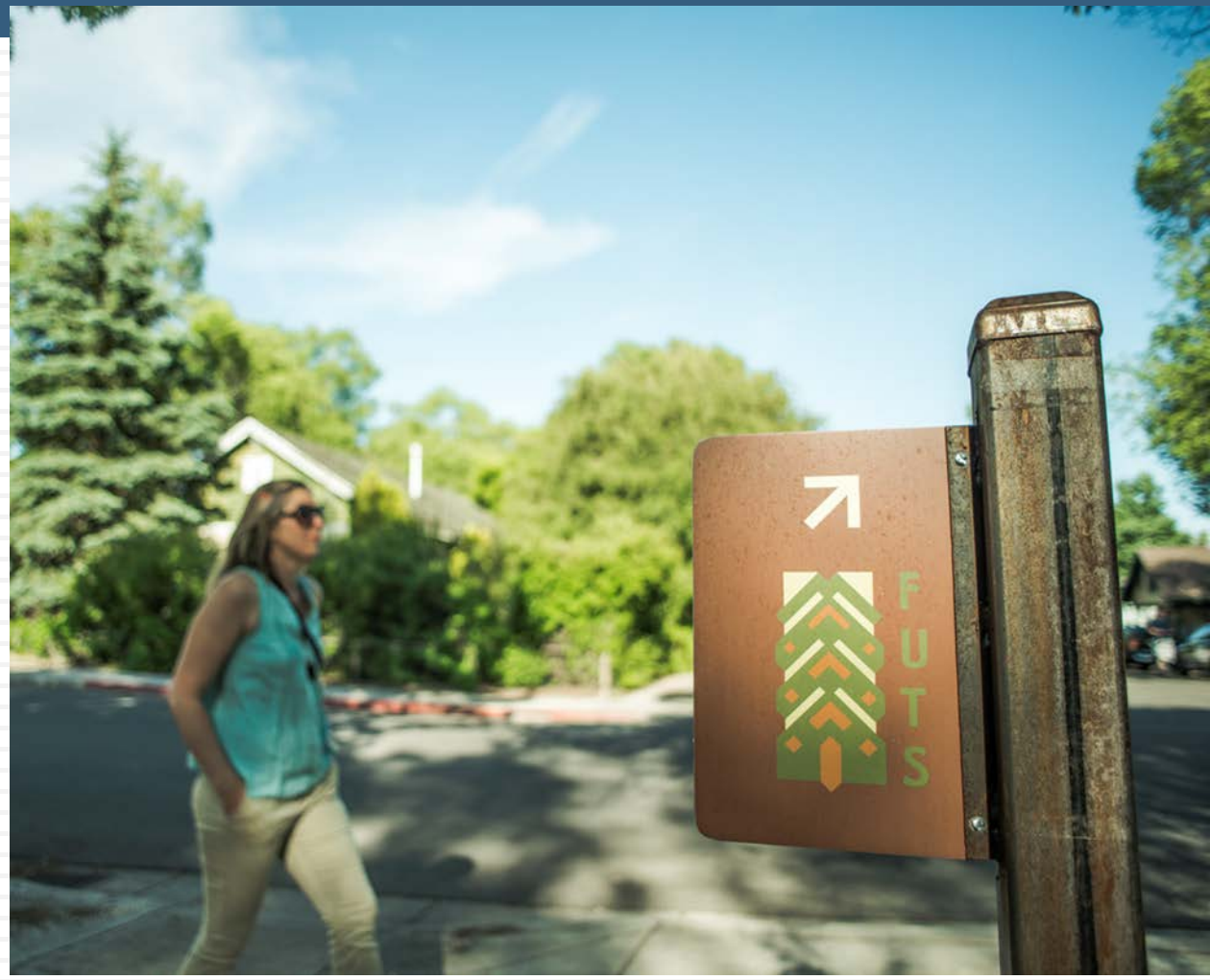
# Approach (The Big Shift)

- Be more transformational than incremental
- Emphasize peds and bikes, don't overbuild for cars
- Take a well-rounded approach to transportation; consider multiple community objectives and values
- Pursue a wide range of solutions; provide multiple options for mobility
- Use TDM as a guiding principle



# 2 Current conditions

- **Status** of walking and biking: infrastructure, mode share, safety, national measures
- **Challenges** for walking and biking
- The **opportunity** in Flagstaff



# 3 Goals, policies, and strategies

- 13 **GOALS**
- 32 **POLICIES** organized into 6 topics
  1. Infrastructure
  2. Maintenance and operations
  3. Support and encouragement
  4. Safety
  5. Transportation and land use planning
  6. Evaluation
- 143 **STRATEGIES** in Appendix A



# 4 Outcomes, indicators, and targets

- **Outcomes**: People walk and bike more
- **Indicators**: Walking and biking mode share is increasing
- **Targets**: Walking and biking mode share increase by 50% by 2027
  - Target areas: mode share – safety – recognition
  - Time frames: current (2022) – 5 years (2027) – 20 years (2042)

# 5 Implementation

- Recommends 13 **priority actions**: 4 in first year, 9 in first five years
- Outlines opportunities for **implementation** of the plan
- Some thoughts about the **resources** needed/ available



# 6 Planning considerations

**Transportation Planning**

- Travel demand management
- Traffic and congestion
- Other approaches – complete streets, context sensitive solutions
- Universal design and accessibility
- Equity
- Transit
- Micromobility

**Land use and urban form**

- Land use
- Urban design
- Placemaking
- Connectivity
- Parking
- Area types and activity centers
- NAU campus

# 7 Design guidance

- Streets
- Pedestrian facilities
- Bicycle facilities
- Trails
- Crossings
- Maintenance and operations



# 8 Infrastructure recommendations

- Prioritization process to make sure the most needed/beneficial projects are built first
- Recommendations for missing/needed facilities:
  - Sidewalks
  - At-grade crossings
  - Grade-separated crossings
  - Bikeways
  - FUTS trails & other trail facilities



# Pedestrian and bicycle infrastructure

- Fills out 20-year program of ped/bike projects with funding from
  - Transportation sales tax/Prop 419 ($29m)
  - First Mile Last Mile grant ($5.5m)
- Incorporated into City's 5-year Capital Improvements Program (CIP)

# Who is this for

- Someone who wants to reduce their carbon footprint by driving less
- People who are motivated to improve their health by exercising more
- Moms and dads who enjoy the time spent walking or biking to school with their children
- Individuals with mobility challenges who are able to walk and bike to nearby destinations, or to Mountain Line stops, to improve their mobility and reduce reliance on paratransit

# Who is this for

- Service workers who walk or bicycle to their jobs because vehicle ownership is unaffordable, and transit does not run early or late enough to meet their needs
- Kids who find new independence through walking and biking, and not relying on their parents to take them places
- Seniors who no longer drive, but are still able to walk or bike
- Families who find that housing is more attainable when they can reduce the cost of transportation by driving less or getting rid of a car

# www.flagstaff.az.gov/atmp







# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Ramon Alatorre, Climate and Energy Coordinator

**Co-Submitter:** Nicole Antonopoulos

**Date:** 10/25/2022

**Meeting Date:** 11/01/2022

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**TITLE:**

**Consideration and Adoption of Resolution No. 2022-52:** A Resolution of the Flagstaff City Council, requiring that new construction and major renovation of all city-owned, non-housing section, occupied facilities achieve emissions-neutral operations, and that these same facilities shall be designed to support one or more functions of a "community resilience hub" to support vulnerable community members during disruptive events, and that in the event that a city-owned building or property is being vacated by the city, that the housing section first have the opportunity to evaluate the property and determine the feasibility of re-purposing or developing in a manner that supports increasing the number of available and affordable housing units, and repealing Resolution no. 2014-09.

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-52 by title only
2) City Clerk reads Resolution No. 2022-52 by title only (if approved above)
3) Adopt Resolution No. 2022-52

**Executive Summary:**

The Sustainable Building Resolution (SBR) was first adopted in 2008 and updated in 2014. Since 2008, the SBR has outlined the organizational standards that the City of Flagstaff will follow when commissioning the construction of a new occupied building or undertaking major renovations of an existing occupied building.

The 2022 revision of the SBR proposes three key updates (enumerated below). These updates will bring the Sustainable Buildings Resolution into greater alignment with the City Council and community priorities of mitigating greenhouse gas emissions, increasing community resilience, and increasing the number of available and affordable housing units. These priorities are reflected in the recent adoption of the Climate Emergency Declaration (Res 2020-09) the Housing Crisis Declaration (Res. No 2020-66) the Flagstaff Carbon Neutrality Plan (Res 2021-34) the 10 Year Housing Plan (Res. No 2022-03) and the Sustainable Building Incentive (PZ-21-00282).

The development of the 2022 SBR revisions was undertaken by an inter-division team of City staff, including the Housing Section, the Real Estate Manager, the Community Development Division Director, the Facilities Section, and the Sustainability Office.

The proposed revisions to the Sustainable Building Resolution incorporate the following key concepts:

1. **Reduced greenhouse gas emissions from buildings:** By updating the building performance

standards that the City will adhere to for these projects, the City will ensure that it achieves its goals related to reduced building energy use, clean electricity, and appropriate building electrification.

2. **Supporting community resilience:** By incorporating an expectation that these building projects will include amenities to support vulnerable residents during disruptive weather events or other extreme incidents, the revisions will increase community resilience.
3. **Supporting the increase in the number of available and affordable housing units:** The revisions outline a process for the event that a City-owned building or property is being vacated that directs the Housing Section to evaluate the property and determine the feasibility of re-purposing or developing in a manner that supports increasing the number of available and affordable housing units.

Based on comments from Council during the 10/18/2022 Council Meeting, the following additions/deletions were made:

**WHEREAS,**

- (#7) the Mayor and City Council of the City of Flagstaff wish to declare a commitment to energy conservation; ~~that all occupied City-owned new construction and major renovations, including building additions over 10,000 square feet, shall achieve certification in the Leadership in Energy and Environmental Design ("LEED") Program or Green Globes Program or Living Building Challenge Program or at a minimum achieve American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") Design for High Performance building standards;~~ and

- (#12) the Adaptive Reuse Program offers support to small businesses that re-purpose existing buildings, in recognition that re-purposing is one of the most sustainable approaches to building and development; and

**ENACTMENTS:**
No changes made since 10/18/2022 Council Meeting.

Staff will provide a short presentation of the recommended revisions to the Resolution and the updates that have been made based on Council feedback.

**Financial Impact:**

Designing and constructing sustainable buildings has been shown to have only a minor impact on total building costs, particularly when incorporated early in the building design process. Many sustainability features can bring potential cost savings, such as energy efficiency, and building electrification.

According to a major survey of the building community in Massachusetts, "net zero ready buildings are being built at the same cost as conventional buildings. 87% of net zero ready buildings reported have less than a 1% construction cost premium. This is consistent across all building types and sizes, including high-rise buildings that are hundreds of thousands of square feet." (Source: Built Environment Plus: Massachusetts is Ready for Net Zero (2021)). (Massachusetts is in Climate Zone 5 Moist; Flagstaff is in Climate Zone 5, Dry.)

**Policy Impact:**

This will update and replace the policy of Res 2014-09.

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

Regional Plan:

- Goal E&C.1. - Proactively improve and maintain the region's air quality.
- 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 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.
- Goal E&C.3 - Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
    - 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.
    - Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.

Relevant target areas and opportunities for action in the CNP include:

- Community Resilience - Strategy 1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- Community Resilience - Strategy 2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- Electric Mobility - Strategy 3: Support residents, businesses and institutions in the transition to electric vehicles.
- Clean Electricity - Strategy 2: Increase renewable energy installations and usage in new buildings.
- Fuel Switching - Strategy 1: Reduce or remove natural gas usage in municipal buildings.
- Reduced Building Energy Use - Strategy 1: Achieve net zero energy City of Flagstaff facilities.

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

Yes. The Sustainable Building Resolution was first adopted in 2008 and revised in 2014.

These revisions align the Sustainable Building Resolution with the goals and urgency of:

- The Climate Emergency Declaration (Res 2020-09)
- The Housing Crisis Declaration (Res. No 2020-66)
- The Flagstaff Carbon Neutrality Plan (Res. 2021-34)
- The 10 Year Housing Plan (Res. No 2022-02)
- The Sustainable Building Incentive (PZ-21-00282)

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**Attachments:** Redline of 2014 SBR
Res. 2022-52
2022 SBR PPT

HOW TO READ THIS DOCUMENT

Unless otherwise stated, provisions that are being deleted are shown in red strikethrough text, like this: ~~Provisions that are being deleted are shown with in red strikethroughs text.~~

Provisions that are being added are shown in bold blue text, like this: Provisions that are being added are shown in blue text.

Provisions that were added/deleted following Council input on 10/18/2022 are shown in purple text, like this: Provisions added based on Council input or; ~~Provisions deleted based on Council input~~

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**RESOLUTION NO. 20~~14-09~~22-XX**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, REQUIRING THAT NEW CONSTRUCTION AND MAJOR RENOVATION OF ALL CITY-OWNED, NON-HOUSING SECTION, OCCUPIED FACILITIES ACHIEVE EMISSIONS-NEUTRAL OPERATIONS, AND THAT THESE SAME FACILITIES SHALL BE DESIGNED TO SUPPORT ONE OR MORE FUNCTIONS OF A "COMMUNITY RESILIENCE HUB" TO SUPPORT VULNERABLE COMMUNITY MEMBERS DURING DISRUPTIVE EVENTS, AND THAT IN THE EVENT THAT A CITY-OWNED BUILDING OR PROPERTY IS BEING VACATED BY THE CITY, THAT THE HOUSING SECTION FIRST HAVE THE OPPORTUNITY TO EVALUATE THE PROPERTY AND DETERMINE THE FEASIBILITY OF REPURPOSING OR DEVELOPING IN A MANNER THAT SUPPORTING INCREASING THE NUMBER OF AVAILABLE AND AFFORDABLE HOUSING UNITS, AND REPEALING RESOLUTION NO. 2014-09. ~~REQUIRINGED THAT THE CITY INCORPORATE SUSTAINABLE BUILDING PRACTICES INTO THE DESIGN, CONSTRUCTION, AND OPERATION OF ALL CITY-OWNED FACILITIES AND REPEALING RESOLUTION NO. 2008-32, WHICH REQUIRED ALL NEW CITY BUILDINGS TO BE CONSTRUCTED USING THE U.S. GREEN BUILDING COUNCIL-SPONSORED PRINCIPLES OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN~~**

**RECITALS:**

WHEREAS, the City of Flagstaff ("City") is committed to excellence and leadership in the community; and

WHEREAS, the City desires to lead by example through implementing building practices that protect natural resources; prevent waste, reduce consumption, and promote human health and well-being; and

WHEREAS, incorporating sustainable building practices can yield savings by efficiently managing energy, water, waste and stormwater, while improving the employee and visitor experience; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Climate Emergency Declaration (Res. No 2020-09) and the Carbon Neutrality Plan (Res. No 2021-34) which commits to its own City-wide transition and supporting our vulnerable community members during disruptive weather events or extreme incidents which due to climate change are anticipated to continue occurring with increasing frequency; and

WHEREAS, the most stringent energy efficiency standard that satisfies the Sustainable Building Incentive (PZ-21-00282) requires that the new building(s) be an all-electric, Zero Energy Building; and

WHEREAS, a building with emissions-neutral operations is a building that is highly efficient and either a) uses only renewable energy for its operation on an annualized average basis (this may include either onsite or offsite generated renewable energy) or b) produces and supplies onsite renewable energy in an amount equivalent to the magnitude of non-renewable energy consumed for its operations; and

WHEREAS, the Mayor and City Council of the City of Flagstaff wish to declare a commitment to energy conservation; ~~that all occupied City-owned new construction and major renovations, including building additions over 10,000 square feet, shall achieve certification in the Leadership in Energy and Environmental Design ("LEED") Program or Green Globes Program or Living Building Challenge Program or at a minimum achieve American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") Design for High-Performance building standards;~~ and

~~WHEREAS, the Mayor and City Council of the City of Flagstaff wish to declare that all occupied City-owned facilities shall be operated to achieve maximum efficiency; and~~

WHEREAS, as of June 2022, all electricity purchased by the City for municipal operations is considered renewable as a result of participation in the APS Green Power Partners Program; and

WHEREAS, a Community Resilience Hub functions as a location where vulnerable residents can go during disruptive weather evens or extreme incidents to receive ameliorating services and support, servicing a variety of purposes that could include, but are not limited to: a) a clean air center during extreme smoke events; b) a cooling center during extreme heat events; c) a warming center during extreme cold events; d) a refrigeration center and back up power center, especially for medications and medical devices, during any event that disrupts power for an extended period; and

WHEREAS, in order to provide these Resilience Hub services during disruptive weather events or extreme incidents, City facilities need to be designed so that they can operate independently of the electric grid for an extended period; and

WHEREAS, the Adaptive Reuse Program offers support to small businesses that repurpose existing buildings, in recognition that repurposing is one of the most sustainable approaches to building and development; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Housing Crisis Declaration (Res. No 2020-66) and the 10 Year Housing Plan (Res. No 2022-03) which commits to increasing the number of available and affordable housing options for Flagstaff residents at all income levels; and

WHEREAS, Cities often own properties located in desirable locations with access to employment, community amenities, walkable neighborhoods and transit options; and

WHEREAS, an adequate supply of affordable and dignified housing supports sustainability, equity, and health, allowing more Flagstaff residents the opportunity to fully participate in the community pursuit of a carbon-neutral future that benefits all; and

WHEREAS, the Mayor and City Council of the City of Flagstaff desire to repeal Resolution No. ~~2008-32~~ 2014-09.

**ENACTMENTS:**

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

SECTION 1. That the Mayor and City Council hereby require that all non-Housing Section, occupied, City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, achieve all-electric, emissions-neutral operations while also achiev~~e~~ing certification in the most recent version of LEED (Silver) or Green Globes (3 Globes) or Living Building Challenge (full certification). It is acknowledged that there may be some highly energy intensive processes that are currently incompatible with all-electric operation. Any proposed new construction or major renovation that cannot achieve all-electric status may get approval from the Sustainability Director by demonstrating that doing so is infeasible. These projects would still be expected to achieve emissions-neutral operations.

SECTION 2. That if City staff charged with the design, construction, or renovation of a City-owned facility determine that compliance with certification standards is uniquely cost prohibitive, staff will recommend achieving all-electric, emissions-neutral operations while adhering to ~~that~~ the most recent ASHRAE High-Performance building standards be achieved on the project. Cost prohibitive is defined as a payback period of more than eight (8) years for the additional costs associated with LEED, Green Globes, or Living Building Challenge measures.

SECTION 3. That the Mayor and City Council require that when entering into leases for occupancy, including the renegotiation or extension of existing leases, the City shall include a preference for occupied space that is certified under LEED or Green Globes or Living Building Challenge or ASHRAE or an equivalent standard.

SECTION 4. That the Mayor and City Council require that all non-Housing Section, occupied City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, shall be designed to support one or more functions of a Community Resilience Hub. Facilities that have security considerations or other extenuating circumstances may be exempt from this requirement if it is determined that opening the facility to the public during disruptive weather events or extreme incidents to receive ameliorating services is injudicious.

SECTION 5. That the Mayor and City Council require that in the event that a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units, including but not limited to: converting to municipally operated Affordable Housing; seeking a public-private partnership; and exploring shared equity models of development. Following this evaluation process, should the Housing Section determine that the building or property being vacated is not well suited to repurposing or developing in this manner, and should the City decide that a sale for non-housing purposes is to be pursued, the City will consider whether a

portion of the funds from the sale can be directed to support increasing the number of available and affordable units at another site. Exceptions to this requirement may be made for extenuating circumstances, such as, but not limited to, the case where the building being vacated by the City is also occupied by other tenants.

SECTION ~~4~~ 6. That the Mayor and City Council require staff whose responsibilities include the design, construction, remodeling, repair, maintenance, operation or deconstruction of City-owned facilities to be responsible for ensuring compliance with the Sustainable Building policies required by this Resolution.

SECTION ~~5~~ 7. That Resolution No. ~~2008-32~~ 2014-09 is hereby repealed.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____day of _____, ~~2014~~ 2022.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

**RESOLUTION NO. 2022-52**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, REQUIRING THAT NEW CONSTRUCTION AND MAJOR RENOVATION OF ALL CITY-OWNED, NON-HOUSING SECTION, OCCUPIED FACILITIES ACHIEVE EMISSIONS-NEUTRAL OPERATIONS, AND THAT THESE SAME FACILITIES SHALL BE DESIGNED TO SUPPORT ONE OR MORE FUNCTIONS OF A "COMMUNITY RESILIENCE HUB" TO SUPPORT VULNERABLE COMMUNITY MEMBERS DURING DISRUPTIVE EVENTS, AND THAT IN THE EVENT THAT A CITY-OWNED BUILDING OR PROPERTY IS BEING VACATED BY THE CITY, THAT THE HOUSING SECTION FIRST HAVE THE OPPORTUNITY TO EVALUATE THE PROPERTY AND DETERMINE THE FEASIBILITY OF REPURPOSING OR DEVELOPING IN A MANNER THAT SUPPORTS INCREASING THE NUMBER OF AVAILABLE AND AFFORDABLE HOUSING UNITS, AND REPEALING RESOLUTION NO. 2014-09**

**RECITALS:**

WHEREAS, the City of Flagstaff ("City") is committed to excellence and leadership in the community; and

WHEREAS, the City desires to lead by example through implementing building practices that protect natural resources; prevent waste, reduce consumption, and promote human health and well-being; and

WHEREAS, incorporating sustainable building practices can yield savings by efficiently managing energy, water, waste and stormwater, while improving the employee and visitor experience; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Climate Emergency Declaration (Res. No 2020-09) and the Carbon Neutrality Plan (Res. No 2021-34) which commits the City to its own energy transition and supporting vulnerable community members during disruptive weather events or extreme incidents which due to climate change are anticipated to continue occurring with increasing frequency; and

WHEREAS, the most stringent energy efficiency standard that satisfies the Sustainable Building Incentive (PZ-21-00282) requires that the new building(s) be an all-electric, Zero Energy Building; and

WHEREAS, a building with emissions-neutral operations is a building that is highly efficient and either a) uses only renewable energy for its operation on an annualized average basis (this may include either onsite or offsite generated renewable energy) or b) produces and supplies onsite renewable energy in an amount equivalent to the magnitude of non-renewable energy consumed for its operations; and

WHEREAS, the Mayor and City Council of the City of Flagstaff wish to declare a commitment to energy conservation; and

WHEREAS, as of June 2022, all electricity purchased by the City for municipal operations is considered renewable as a result of participation in the APS Green Power Partners Program; and

WHEREAS, a Community Resilience Hub functions as a location where vulnerable residents can go during disruptive weather events or extreme incidents to receive ameliorating services and support, servicing a variety of purposes that could include, but are not limited to: a) a clean air center during extreme smoke events; b) a cooling center during extreme heat events; c) a warming center during extreme cold events; d) a refrigeration center and back up power center, especially for medications and medical devices, during any event that disrupts power for an extended period; and

WHEREAS, in order to provide these Community Resilience Hub services during disruptive weather events or extreme incidents, City facilities need to be designed so that they can operate independently of the electric grid for an extended period; and

WHEREAS, the Adaptive Reuse Program offers support to small businesses that repurpose existing buildings, in recognition that repurposing is one of the most sustainable approaches to building and development; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Housing Crisis Declaration (Res. No 2020-66) and the 10 Year Housing Plan (Res. No 2022-03) which commits the City to increasing the number of available and affordable housing options for Flagstaff residents at all income levels; and

WHEREAS, cities often own properties located in desirable locations with access to employment, community amenities, walkable neighborhoods and transit options; and

WHEREAS, an adequate supply of affordable and dignified housing supports sustainability, equity, and health, allowing more Flagstaff residents the opportunity to fully participate in the community pursuit of a carbon-neutral future that benefits all; and

WHEREAS, the Flagstaff City Council desires to repeal Resolution No. 2014-09.

**ENACTMENTS:**

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

SECTION 1. That the Mayor and City Council hereby require that all non-Housing Section, occupied, City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, achieve all-electric, emissions-neutral operations while also achieving certification in the most recent version of LEED (Silver) or Green Globes (3 Globes) or Living Building Challenge (full certification). It is acknowledged that there may be some highly energy intensive processes that are currently incompatible with all-electric operation. Any proposed new construction or major renovation that cannot achieve all-electric status may get approval from the Sustainability Director by demonstrating that doing so is infeasible. These projects would still be expected to achieve emissions-neutral operations.

SECTION 2. That if City staff charged with the design, construction, or renovation of a City-owned facility determine that compliance with certification standards is uniquely cost prohibitive, staff will recommend that the project achieves all-electric, emissions-neutral operations while adhering to the most recent ASHRAE High-Performance building standards. Cost prohibitive is defined as a payback period of more than eight (8) years for the additional costs associated with LEED, Green

Globes, or Living Building Challenge measures.

SECTION 3. That the Mayor and City Council require that when entering into leases for occupancy, including the renegotiation or extension of existing leases, the City shall include a preference for occupied space that is certified under LEED, Green Globes, Living Building Challenge, ASHRAE, or an equivalent standard.

SECTION 4. That the Mayor and City Council require that all non-Housing Section, occupied City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, shall be designed to support one or more functions of a Community Resilience Hub. Facilities that have security considerations or other extenuating circumstances may be exempt from this requirement if it is determined that opening the facility to the public during disruptive weather events or extreme incidents to receive ameliorating services is injudicious.

SECTION 5. That the Mayor and City Council require that in the event that a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units, including but not limited to: converting to municipally operated Affordable Housing; seeking a public-private partnership; or exploring shared equity models of development. Following this evaluation process, should the Housing Section determine that the building or property being vacated is not well suited to repurposing or developing in this manner, and should the City decide that a sale for non-housing purposes is to be pursued, the City will consider whether a portion of the funds from the sale can be directed to support increasing the number of available and affordable units at another site. Exceptions to this requirement may be made for extenuating circumstances, such as, but not limited to, the case where the building being vacated by the City is also occupied by other tenants.

SECTION 6. That the Mayor and City Council require staff whose responsibilities include the design, construction, remodeling, repair, maintenance, operation or deconstruction of City-owned facilities to be responsible for ensuring compliance with the Sustainable Building policies required by this Resolution.

SECTION 7. That Resolution No. 2014-09 is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of November 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

# Sustainable Building Resolution Update

November 01, 2022

Ramón Alatorre
Climate Analyst
Flagstaff Sustainability Office

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# Agenda

1. Background
2. Summary of proposed revisions and additions
3. Additions made since the 10/18/2022 Council meeting
4. Discussion and consideration of adoption.

# Sustainable Building Resolution

The Sustainable Building Resolution (SBR) is a policy document outlining the performance standards that the City will adhere to as an organization when commissioning the construction of **new occupied** buildings or undertaking **major renovations** of existing occupied buildings.

- The SBR has always set an organizational standard that is beyond code
- Explicitly recognizes and values municipal leadership

## History:

- First adopted in 2008
- Revised in 2014
  - Introduced a performance pathway
- Revised in 2022
  - To improve alignment with recently adopted policies, plans and documents

# Sustainable Building Resolution

## Motivation for revisions and updates

- Updating policy documents such as The Sustainable Building Resolution is exactly the kind of action envisioned by the recent adoption of numerous Resolutions and documents:
  - The Climate Emergency Declaration (Res. 2020-09)
  - The Housing Crisis Declaration (Res. No 2020-66)
  - The Flagstaff Carbon Neutrality Plan (Res. 2021-34)
  - The 10-Year Housing Plan (Res. No 2022-02)
  - The Sustainable Building Incentive (PZ-21-00282)

# Sustainable Building Resolution

## 3 Main Goals of the Proposed Revisions

**Reduced greenhouse gas emissions from City buildings**

- The City seeks to ensure its new buildings support its goals for reduced building energy use, clean electricity, and appropriate building electrification.

**Building community resilience**

- The City can prepare for a volatile future by ensuring new buildings include amenities to support vulnerable residents during disruptive weather or other extreme events.

**Increasing the number of available and affordable housing units**

- The City can support housing supply needs by considering properties for repurposing the building or developing in a manner to support housing.

# Sustainable Building Resolution

## Goals of the Proposed Revisions

**Reduced greenhouse gas emissions from City buildings**

- The City seeks to ensure its new buildings support its goals for reduced building energy use, clean electricity, and appropriate building electrification.

**How:**

- Maintains the same minimum certification and/or performance pathways
- **(Add) Appropriate electrification**
- **(Add) Emissions Neutral Operations**

# Sustainable Building Resolution

## Goals of the Proposed Revisions

### Building community resilience

- The City can prepare for a volatile future by ensuring new buildings include amenities to support vulnerable residents during disruptive weather or other extreme events.

### How:

- **(Add) Resilience Hub functionality, including but not limited to:**
  - Clean Air Center (smoke events)
  - Cooling Center (heat events)
  - Warming Center (cold events)
  - Refrigeration and back-up power center (power events)
- Note: Many existing municipal buildings could be great Resilience Hub candidates, but not covered by SBR due to focus on “new” and “major renovation”

# Sustainable Building Resolution

## Goals of the Proposed Revisions

**Increasing the number of available and affordable housing units**

- The City can support housing supply needs by considering properties for repurposing the building or developing in a manner to support housing.

**How:**

- **(Add) Describes an end of occupancy process that directs the Housing Section to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units, including but not limited to:**
  - Converting to municipally operated affordable housing
  - Seeking public-private partnerships
  - Exploring shared equity models

# Sustainable Building Resolution

## Updates since meeting on 10/18/2022:

**WHEREAS,**

- (#7) the Mayor and City Council of the City of Flagstaff wish to declare a commitment to energy conservation; ~~that all occupied City-owned new construction and major renovations, including building additions over 10,000 square feet, shall achieve certification in the Leadership in Energy and Environmental Design ("LEED") Program or Green Globes Program or Living Building Challenge Program or at a minimum achieve American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") Design for High-Performance building standards~~; and

- (#12) the Adaptive Reuse Program offers support to small businesses that repurpose existing buildings, in recognition that repurposing is one of the most sustainable approaches to building and development; and

**ENACTMENTS:**

- No changes made since 10/18/2022 Council Meeting.

# Sustainable Building Resolution

Thank you

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Shannon Anderson, Senior Deputy City Manager |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-29:** An ordinance of the City Council of the City of Flagstaff, amending section 1-07-001-0005, Salaries, of the Flagstaff City Code, and establishing an effective date.

**STAFF RECOMMENDED ACTION:**

At the November 1, 2022 Council Meeting:
1) Read Ordinance No. 2022-29 by title only for the first time
2) City Clerk reads Ordinance No. 2022-29 by title only (if approved above)
At the November 15, 2022 Council Meeting:
3) Read Ordinance No. 2022-29 by title only for the final time
4) City Clerk reads Ordinance No. 2022-29 by title only (if approved above)
5) Adopt Ordinance No. 2022-29

**Executive Summary:**

The City Code 1-07-001-0005 Salaries outlines the salary and benefits for Mayor and Council members along with the process for a review of these salaries. There was a request from the majority of City Council following the adoption of 2019-39 in February 2020 to review the salaries of Mayor and Council.

The City Council appointed four members to the Citizen Commission on Council Salaries during their April 19. 2022 meeting and the five commission members from Planning and Zoning, Parks and Recreation, Tourism, Water, and Transportation Commissions were identified between June and August 2022. The newly created Citizen Commission on Council Salaries met in September and October of 2022 to consider information such as examples of work, municipal and county benchmark data, consumer price index, minimum wage, cost of living, and living wages as they crafted their recommendation.

The City's website includes a webpage dedicated to the Citizen's Commission that includes the agendas, minutes and a form for members of the public to provide feedback. A press release was sent out on October 3, 2022 to encourage the public to share their feedback either online using the form on the website or to attend the October 12, 2022 meeting.

The Commission members finalized their recommendation during the October 12, 2022 meeting to include an increase in the Mayor's salary from $38,500 to $54,340 and Council's salary from $25,500 to $44,650 following the 2022 election. Then effective December 1, 2024 an increase in the Mayor's salary from $54,340 to $70,180 and Council's salary from $44,650 to $63,800. The recommendation also

includes a change to the monthly routine travel and meals stipend for the Mayor from $150 to $200 with a City vehicle and $250 to $300 without a City vehicle and for Council member from $166 to $200 per month.

These recommendations recognize the irregular schedule of Council members and the difficulty to fit their responsibilities within a normal work schedule and compensates them appropriately for the time being spent fulfilling their duties and meeting community expectations. It also recognizes the role, responsibility, and impact of City Council member decisions. The recommended salary provides a sustainable wage that has the ability to attract quality and diverse candidates to fill Council vacancies. This aligns Council salaries closer to County Board of Supervisors and like community salaries while continuing the differential between Mayor and Council salaries.

**Financial Impact:**

The impact to salaries and the monthly routine travel and meals stipend will be accounted for in the annual budget process.

**Policy Impact:**

There are no other policy impacts.

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

**Priority Based Budget Key Community Priorities and Objectives**

These recommendations support Mayor and Council members and the City Councils works to meet all of the community priorities and objectives in effective governance, safe & healthy community, inclusive & engaged community, sustainable, innovative infrastructure, robust resilient economy, livable community and environmental stewardship.

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

No.

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**Attachments:** Ord. 2022-29
Presentation

**ORDINANCE NO. 2022-29**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 1-07-001-0005, *SALARIES*, OF THE FLAGSTAFF CITY CODE, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Section 1-07-001-0005 of the Flagstaff City Code outlines a process for periodic review and potential adjustment of the Mayor and City Council salaries; and

WHEREAS, the citizen commission is fully authorized under Section 1-07-001-0005 of the Flagstaff City Code to make a recommendation regarding salary adjustments for the Mayor and Council; and

WHEREAS, the Council desires to provide the citizen commission full authority to meet when requested by the City Council; and

WHEREAS, Council desires to update the City Code related to council salaries and the process for adjusting council salaries.

**ENACTMENTS:**

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

SECTION 1. Flagstaff City Code Title 1, Administrative, Chapter 1-07, Mayor and Council, Section 001-0005, Salaries, is hereby amended as follows:

**1-07-001-0005 SALARIES:**

A. Effective upon the commencement of terms of office for those persons elected to the office of Mayor or Councilmember of the City of Flagstaff in City elections of ~~2018~~ 2022 and thereafter, the salary of the Mayor shall be ~~thirty-eight thousand five hundred dollars~~ FIFTY-FOUR THOUSAND THREE HUNDRED FORTY DOLLARS (~~$38,500.00~~ $54,340.00) per year payable over twenty-six (26) pay periods at ~~one thousand four hundred eighty dollars and seventy-seven cents~~ TWO THOUSAND NINETY DOLLARS (~~$1,480.77~~ $2,090.00) per pay period; and the salary of Councilmembers shall be ~~twenty-five thousand five hundred dollars~~ FORTY-FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS (~~$25,500.00~~ $44,650.00) per year payable at ~~nine hundred eighty dollars and seventy-seven cents~~ ONE THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS AND THIRTY-ONE CENTS (~~$980.77~~ $1,717.31) per pay period. EFFECTIVE DECEMBER 1, 2024, THE SALARY OF THE MAYOR SHALL BE SEVENTY THOUSAND ONE HUNDRED EIGHTY DOLLARS ($70,180.00) PER YEAR PAYABLE OVER TWENTY-SIX (26) PAY PERIODS AT TWO THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND TWENTY-FOUR CENTS ($2,699.24) AND THE SALARY OF COUNCILMEMBERS SHALL BE SIXTY-THREE THOUSAND EIGHT HUNDRED DOLLARS ($63,800.00) PER YEAR PAYABLE AT TWO THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND EIGHTY-FIVE CENTS ($2,453.85).

B. ~~The annual salary of the sitting Mayor and Councilmembers shall not be increased or decreased during their term in office, pursuant to State law.~~ THE ANNUAL SALARY OF THE MAYOR AND COUNCILMEMBERS SHALL BE AS DETERMINED BY ORDINANCE, BUT SHALL NOT BE INCREASED OF DECREASED DURING THE CURRENT TERM OF THE MAYOR AND COUNCILMEMBERS ENACTING SUCH ORDINANCE. Upon request from a majority of the Council, the City Manager will establish a Citizen Commission to review salaries. The Citizen Commission will consist of nine (9) members as follows:

Member of the Planning and Zoning Commission;

Member of the Parks and Recreation Commission;

Member of the Tourism Commission;

Member of the Water Commission;

Member of the Transportation Commission;

Two (2) community members who are human resource professionals; and

Two (2) community members at large.

A Citizen Commission member must be a resident of the City of Flagstaff, may not be a City employee, and may not be serving on a City Commission as a liaison or for purposes of representing another agency. The City Human Resources Director or designee will attend Citizen Commission meetings and provide staff support. Citizen Commission meetings are subject to open meeting laws and the Commission will hold a public meeting to obtain public comments prior to finalization of a Commission recommendation. The Citizen Commission shall forward its final recommendation to the City Council. The City Council shall immediately consider the recommendation of the Citizen Commission, and may adopt an ordinance raising the salaries of the Mayor and Council which shall take effect for those persons elected to the office of Mayor and Councilmember in the next succeeding election or, at the option of Council, the raise in salaries shall take effect when all current terms of office have expired.

C. A like salary shall be paid to any person appointed to fill a vacancy in the office of Mayor or Councilmember for the balance of any term.

D. Any person elected or appointed to the office of Mayor or Councilmember may, prior to commencement of their duties, elect to receive a lesser salary than herein provided if the salary provided herein imposes a hardship on that person by either disqualifying that person from receiving social security, pension, or retirement benefits or payments, or the like, or reducing the amount of such benefits or payments that person would otherwise receive. The City Manager, or his or her designee, shall determine if a hardship exemption applies in the particular circumstances.

E. In addition to the salaries above, the Mayor may choose upon commencement of each new term of office to receive ~~two hundred fifty~~ THREE HUNDRED dollars (~~$250.00~~ $300.00) per month to cover the expense of routine travel and meals or may elect to be provided with a car insured and maintained by City and a lesser stipend of ~~one hundred fifty~~ TWO HUNDRED dollars (~~$150.00~~ $200.00) per month to cover the expense of routine travel and meals. Councilmembers

shall receive one hundred sixty-six dollars ($166.00) per month to cover the expense of routine travel and meals.

F. The Mayor and Councilmembers are eligible for employee and dependent insurance provided by the City on the same terms and conditions as any other City employee.

G. The following amounts are not salaries and may be adjusted at any time. The Mayor and Councilmembers may receive funds for non-routine travel or other expenses incurred on behalf of the City approved through the City budget process.

SECTION 2. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


Commission on Council Salaries
November 1, 2022
CITY OF FLAGSTAFF
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# Background

- City Code on Council Salaries 1-07-001-0005
- City Council adopted ordinance 2019-39 to reconvene the Citizen's Commission on Council Salaries upon a request from the majority of City Council rather than every four years
- Request from majority of City Council to reconvene the Citizen's Commission on Council Salaries following adoption in February 2020
- Struggled to fill additional community vacancies
  - Two community members at large
  - Two community members who are Human Resource professionals

# Commission on Council Salaries

- Appointed commission vacancies on April 19, 2022
- Five City commissioners selected between June and August 2022
- Citizen's Commissioners met in September and October 2022 to consider Mayor and Council Salaries as specified in City Code 1-07-001-0005

# Information Considered

- Mayor and Council examples of work
- Municipal benchmark data including population, budget and salary
- County benchmark data including population and salary
- Consumer Price Index 8.3%
- Minimum Wage
- Cost of Living
- Living Wage

# Community Outreach

- Commission on Council Salaries page created on City website
- Addition of form to collect community input
- Press release to solicit input and encourage meeting participation

# Salary Recommendations

## Mayor

- Increase salary from $38,500 to $54,340 following the 2022 election
- Increase salary from $54,340 to $70,180 effective December 1, 2024

## Councilmembers

- Increase salary from $25,500 to $44,650 following the 2022 election
- Increase salary from $44,650 to $63,800 effective December 1, 2024

# Stipend Recommendations

## Mayor

- Increase routine travel and meals monthly stipend from $150 to $200 per month with vehicle
- Increase routine travel and meals monthly stipend from $250 to $300 per month without vehicle

## Councilmembers

- Increase routine travel and meals monthly stipend from $166 to $200 per month

# Supporting Statements

- Recognizes irregular schedule of Council members and difficulty to fit within a normal work schedule
- Compensates for the time being spent fulfilling duties and meeting community expectations
- Recognizes the role, responsibility, and impact of City Council member decisions
- Provides a sustainable wage
- Ability to attract quality and diverse candidates to fill Council vacancies
- Aligns council salaries closer to County Board of Supervisor and like community salaries
- Continues differential between Councilmembers and Mayor


Council
Questions &
Discussion
CITY OF FLAGSTAFF
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# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Sam Beckett, Public Works Streets Section Director

**Co-Submitter:** Amy Hagin

**Date:** 10/25/2022

**Meeting Date:** 11/01/2022

---

**TITLE**

**Snow Readiness and Operations Update- PROSE / Public Works**

**STAFF RECOMMENDED ACTION:**

Discussion of the upcoming winter season preparations and parking restrictions. This discussion item is informational only.

- Public Works Streets Section snow operations
- Parks Section snow operations
- Parking and community impacts

**EXECUTIVE SUMMARY:**

The City of Flagstaff historically receives approximately 100" of snow during 15-25 weather events in a typical winter season. In the late fall, preparations of equipment and training of personnel begins for winter snow operations. The community has high expectations of transportation network and facilities clearing. The snow operations discussion will provide insights into the operations of Public Works and Parks, Recreation, Open Space, and Events (PROSE) Divisions, and is educational for all residents and visitors of Flagstaff.

**INFORMATION:**

Attached Power Point Presentation

---

**Attachments:** PROSE/STREETS Snow Readiness PowerPoint

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PROSE
PARKS, RECREATION, OPEN SPACE & EVENTS

PUBLIC WORKS
CITY OF FLAGSTAFF



# Snow Operations Readiness Report

2022-2023 Season

# Presentation Objectives

**Winter Storm Readiness Report.**

- ❖Forecasting and Storm Preparations
- ❖Streets - Winter Operations
- ❖PROSE – Winter Operations
- ❖Post Storm Operations
- ❖Community Expectations and Parking Ordinance

# Storm Preparations

## Winter Storm Event

- NWS and all-weather briefings
- On-call supervisors and weather watch
- Weather and Road Conditions
- Resource deployment
- Safety, Timing and Temperature
- Agency communication and reporting
- Snow operations are 24/7 with 12-hour shifts

# Streets Snowplow Fleet

- 20- 10-Wheel Snowplows
- 4- 6-Wheel Plow Trucks
- 10- Motor Graders
- 5- Front-end Loaders
- 2- Bobcat Tool- Cats w/snow blower.
- 1- Truck Mounted Snow Thrower



# Streets Personnel Preparations

**Snow operations are 24/7 with 12-hour shifts**

- ❖4 - Full Time Operations Supervisors
- ❖19 - Full Time Streets Equipment Operators
- ❖4-6 - CDL operators from other sections
- ❖6-12 - On-Call community CDL operators
- ❖1 - Administrative Specialist

**Minimum shift staffing and existing vacancies*

# Streets- Snow Operations

**Priority Routes – Open and Passable at all times**

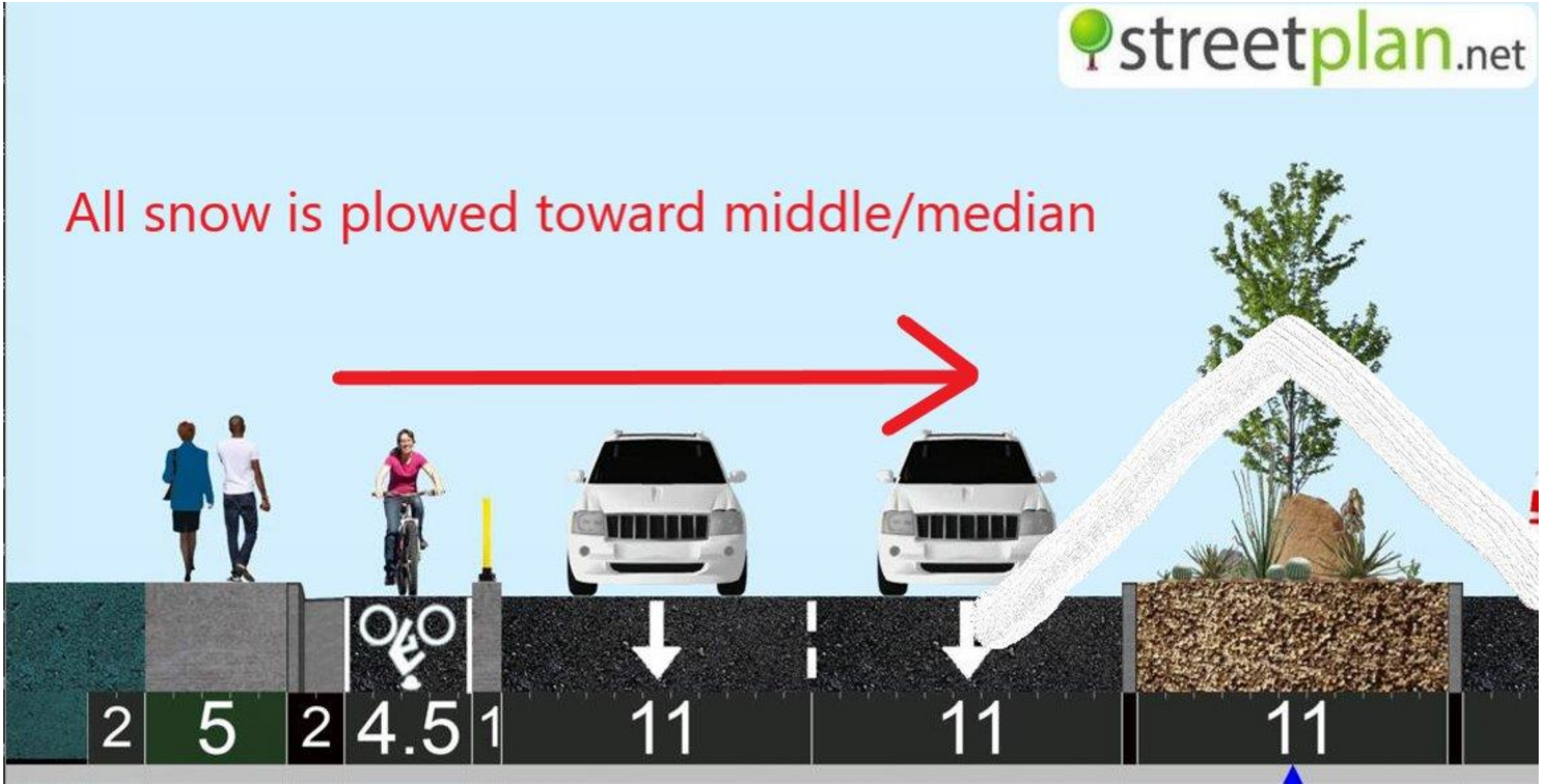
- ❖Main Routes and Arterials
- ❖Major Hills
- ❖Downtown Core
- ❖NAIPTA Bus Routes

**Secondary Priority Routes –**

- ❖Residential Streets and Cul-de-sacs

**Plowing and ice control for the duration of each storm event.*

# Butler Ave Expected Snow Impacts



# Parks Section - Readiness

- Same forecasting and snow season readiness as our partners in Streets with season predictions and resource analytics
- All staffing and fleet same as previous fiscal years
  - 15 equipment operators, 10 hand shovelers
  - Recruiting vacancies are a struggle with 5 FTE and 6 temporary
- Added FUTS segments to routes, adjustments
- Courtesy berm relocation program review and implementation



# Parks Fleet and Equipment

- 10 – Plows on Trucks
- 1 – Toolcat
- 1 – Cinder spreader
- 6 – Tractors and Backhoes
- 4 – Snow throwers
- **Many shovels!**

# Snow Operations - Parks

- Operation is 24/7 with 12-hour shifts when applicable
  - Shifts typically 4 AM, 6 AM and 9 AM start times
  - 2 AM hauling time for downtown/Heritage Square
- Priorities of routes, in order – over 300 assignments
  - Parking lots of City-owned buildings – 63 parking lots
  - City-owned sidewalks and FUTS system (concrete/asphalt sections)
  - Heritage Square
  - Dedicated City Alleys
  - Courtesy Berm Service, when applicable
  - Entrances to FUTS – non aggregate only
  - Parking lots at park locations
  - Stairways, walkways, skate tracks and BMX track in City parks

# Snow Operations for our Parks Section

## Expectations:

- When snow accumulates, Parks begins operation on parking lots, sidewalks, FUTS sections, alleys
- Operate on shifts with safety and efficiency in-mind, utilize an internally created snow app
- Once Streets has plowed residential roads, the courtesy berm program begins for approved citizens

# Snow Operations - Parks

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## Parks Snow Operations Dashboard - 2021 - 2022 Season

**Percent Completed**
4.6%
*Last update: a few seconds ago*

**Completed**
27
*Last update: a few seconds ago*

**Outstanding Assignments**
274
*Last update: a few seconds ago*

**In Progress**
1
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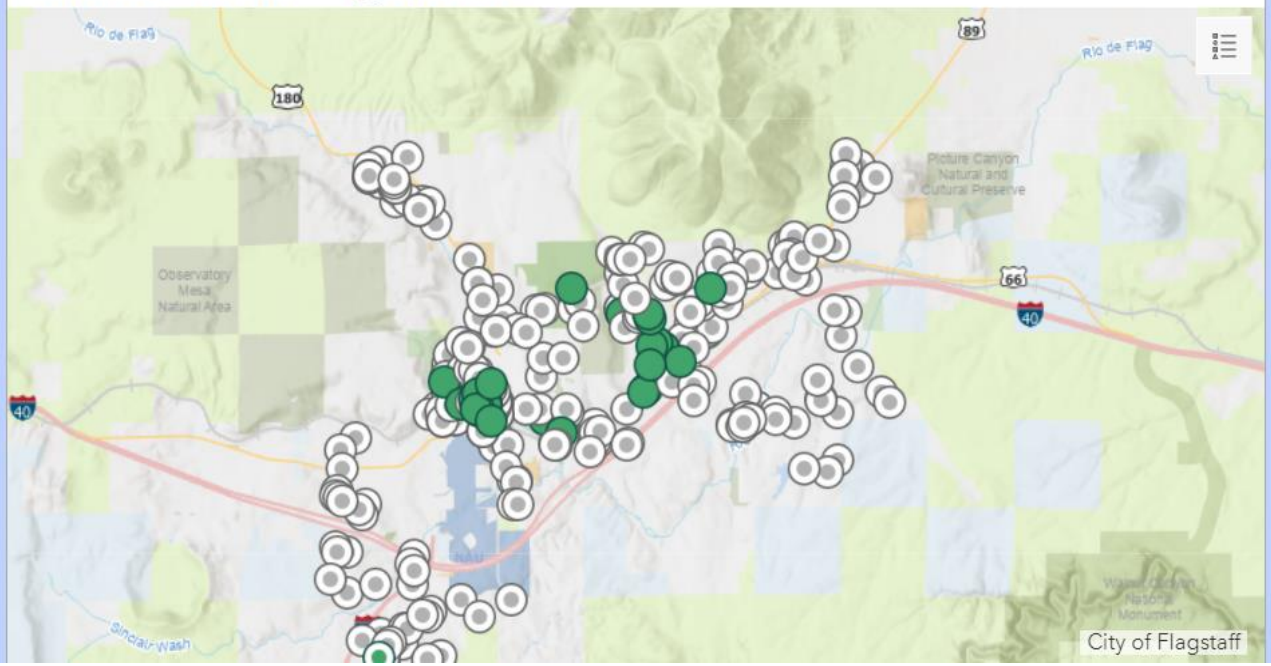
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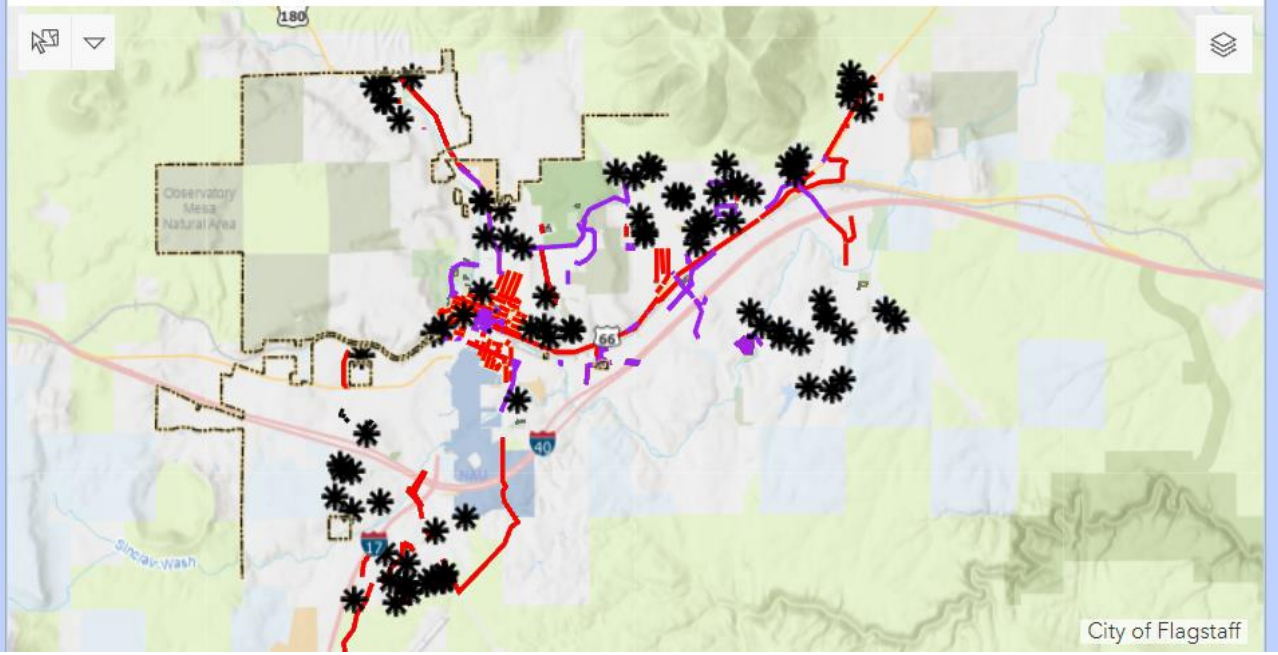
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### Current Storm Assignments




### Route Map by Crew or Vehicle



# Post Storm Operations

## Community-wide

- Periodic hauling operations – Downtown Parking
- Snow removal – Separated Bike Lane Pilot
- Cul-de-sac stacking and removal
- Intersection clean up and push back
- Signage and damage repairs
- Prolonged Ice control and trouble spots
- Ice Cinder sweeping



# Public Operations Assistance

- Limit travel as much as possible
- Provide safe distances and stay alert
- Winter Parking Ordinance
  - NO Parking on City Streets November 1st to April 1st
  - Citywide – Midnight to 7:00 AM
  - N. Downtown Area* – 3:00 AM to 7:00 AM
  - Museum Flood mitigation areas
- City Web site for more information











# Questions?

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Edward Schenk, Water Services Manager - Stormwater |
| **Date:** | 10/25/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE**

**Discussion on Stormwater Credit Manual Revisions**

**STAFF RECOMMENDED ACTION:**

Staff recommends accepting the proposed revisions to the Stormwater Credit Manual and seeks direction from City Council to formalize those revisions.

**EXECUTIVE SUMMARY:**

The most recent Stormwater Credit Manual was instituted in 2015. No amendments been made since.

A detailed review of the Stormwater Credit Manual reveals potential inconsistencies with the original intent of the manual. Concerns exist about the current Stormwater Credit Manual's provision of incentives to Flagstaff residents. The intent of this discussion item is to provide Council with the ability to review Staff recommended revisions to the Credit Manual. If approved, Staff will move forward with an ordinance to create an updated Stormwater Credit Manual for 2023 and the future. Such an ordinance would require the standard two public readings at subsequent City Council Meetings.

**INFORMATION:**

The most recent Stormwater Credit Manual went into effect in 2015. It is a revised version of the original Stormwater Credit Manual of 2006 and was intended to provide incentives to businesses and property owners to "go above and beyond" in their private stormwater infrastructure. The current Stormwater Credit Manual contains language that could pose possible concerns with its application. The subject of revising the Stormwater Credit Manual was briefly mentioned to Council as part of the initial City Council discussions related to the Stormwater Rate Study. Additionally, this item was formally presented to the Water Commission in September. A summary of the proposed changes are below and are also in the attached draft updated Stormwater Credit Manual. If the draft document is accepted by Council it will be put forward in ordinance form with the required two public reads at future regular City Council Meetings.

Stormwater Detention:

In particular: the current Stormwater Credit Manual provides a 20% credit for detention of the 2, 10 and 100 year events. This must be clarified as these standards are required by current code.

The Stormwater Credit Manual provides a 9% credit for meeting detention code of the 1990s. This must

be clarified to be consistent with the current detention requirements of the updated/current drainage code.

Staff recommends removing both credits and replacing with a 10% credit for detention basins that provide detention beyond current code. Specifically a detention requirement for a 500 year event.

Residential Water Harvesting:

The Stormwater Credit Manual currently provides a 10% credit for a minimum of 2 rain barrels with a combined capacity of 100 gallons on a residential property. Staff recommends this be changed to a minimum of 300 gallons of on-site residential rainwater harvesting. This change is intended to show a real benefit in terms of rainwater runoff reduction while not being too difficult to obtain for a typical property owner.

Conservation Easement:

The Stormwater Credit Manual provides a 10% credit for a minimum of 10 contiguous acres of conservation easement. This requirement will be hard to meet within City limits as open parcels become more rare, and more expensive. It is recommended that this be changed to 2 contiguous acres of conservation easement for the 10% credit.

Structured Educational Program:

No change.

Additional change to the Credit Manual:

Addition of a section for floodproofing, provide a 10% credit for "wet" or "dry" floodproofing of the primary structure(s) on a parcel.

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**Attachments:** Draft Credit Manual
Existing Credit Manual
Presentation

# WATER SERVICES DIVISION

## Stormwater Management

## ***Determination of Stormwater Credit Amounts***

Prepared December 2014
Revised 2022

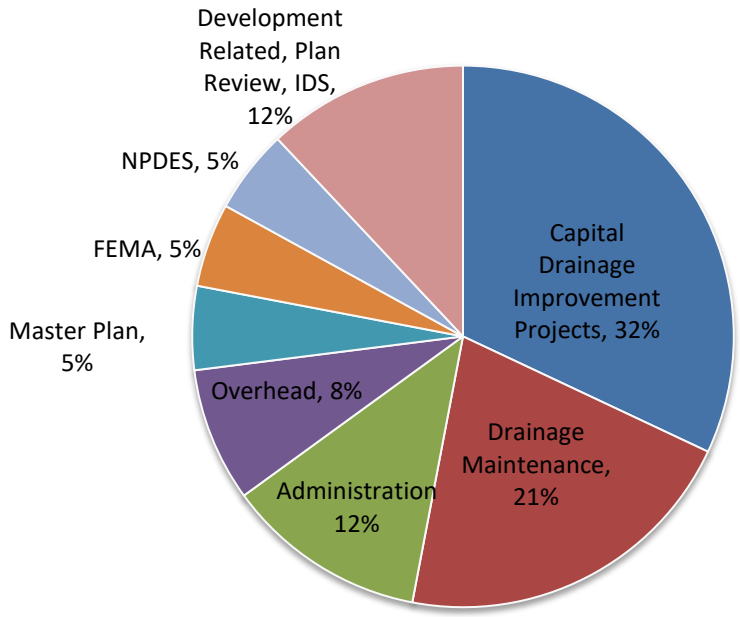
The following is a general description of how the Stormwater Section determines appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below. Credits listed are per bill and applicable until deemed not in compliance by City staff or until there is a change in account holder.

City Stormwater Program Elements

An assessment of the City's Stormwater Management Activities is necessary to determine appropriate credits. The Program has two overall functional areas, Stormwater Quantity and Stormwater Quality. These include many sub-categories:. Stormwater Quantity is the larger of the two and includes the following:

- Regulatory Compliance: FEMA Regulations, ADWR Regulations, City Floodplain Regulations, Floodplain Permits, CRS, NFIP
- Civil Plan Review and Drainage Report Review
- Capital Drainage Improvement Program
- Masterplan activities
- Drainage Maintenance

Stormwater Quality activities include AZPDES Compliance Activities and Low Impact Development projects.




**Stormwater Activities Budget breakdown activities**

DRAFT

The effectiveness of the stormwater quantity mitigation determines the credit amount you can receive:

1. **<u>CREDITS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY OR MEMBERS (ON-LOT) OF HOMEOWNERS' ASSOCIATIONS.</u>** These credits do not apply to single family or duplex units.

   **A. Detention Basins**

   Detention basins slow the rate of runoff to ensure that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

   - Detention basins that exceed the current standard for attenuation of the 100-year storm receive a credit of up to 20%. Full credit is given to basins that attenuate a 500-year design storm or 3 inch rain event in 45 minutes if within a post-wildfire watershed.

   **B. Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)**

   LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

   For LID or active rainwater harvesting mitigations constructed greater than the 1 inch level as required, the credit is 10%.

   **C. Conservation Easements**

   A Conservation Easement is defined as a no possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

   To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 2 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

   The credit for the granting of a Conservation Easement is 10%.

## 2. CREDIT FOR RESIDENTIAL DEVELOPMENT

### Water Harvesting for Residential Development

To receive credits, you must provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption. Collection of rainwater reduces stormwater runoff volume and can result in improved water quality.

A typical rain barrel collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off.. The use of the roof water on vegetation as irrigation results in improvements to water quality. Harvesting also decreases demands on potable water use. A minimum collection of 300 gallons is required for a credit. The credit is only applicable until there is a change in account holder, a new customer will have to re-apply and may require a site visit to confirm water harvesting is still on-site.

Credit is 10%

## 3. CREDIT FOR NON-RESIDENTIAL PROPERTIES

### Development and Implementation of a Structured Educational Program

A credit is provided for an institution or organization that develops and implements a Public Education Program for primary, secondary or college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and A.R.S. Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

Public education is a vital component of the City's Stormwater Quality Program. A properly structured program promotes pollution prevention and strengthens the City's NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

Credit is 20%. The credit will be provided so long as the Educational Program is active.

## 4. CREDIT FOR ALL PROPERTIES

### Active and passive floodproofing of primary structures

A credit is provided to a property that can demonstrate either "wet" or "dry" floodproofing of the primary structure(s) on the property to the extent of a 100 year design storm or a 2 inch rain in 45 minutes if within a post-wildfire watershed. The land owner needs to show adequate evidence of floodproofing which may include an Elevation Certificate, professionally sealed as-built design, or professionally sealed memorandum or technical report from a Professional Engineer, Professional Architect, or Licensed Surveyor.

Credit is 10% and is provided as long as evidence of floodproofing is maintained and operational.

**Procedure for Application of Credits:**

Complete the attached Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. If eligibility requirements are met, the Credit will become effective on the next utility bill. Credits may not be applied retroactively.

The Stormwater Division Staff may periodically inspect your activities to verify credits and that credited facilities are being properly maintained. If staff discovers a deficiency, we will send a letter to the applicant noting the deficiency and suspension of the credit. Credit(s) can be reinstated after we receive and verify that the deficiencies have been corrected.

## City of Flagstaff, Stormwater Division

# *Application for Stormwater Utility Fee Credit*

Dear Flagstaff Resident:

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented Stormwater controls on your property, you might be eligible for a reduction in your current fee. Please check the appropriate box(es) and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

After the Stormwater Section reviews, verifies and approves your application the credit will become effective on your next utility bill. We will send a copy of the processed application to you for your records.

**CREDITS:**

**1.A. Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners' associations):

___There is a detention basin on my property constructed that provides detention for a 500 year event or 3 inch rain in 45 minutes if within a post-wildfire watershed. The basin is presently functional and maintained as necessary (for a homeowners' association, please provide documentation that basins are inspected and maintained).

Credit is 20% or pro-rated if less than 500 year event but greater than current standards.

**1.B. Low Impact Development (LID) or Active Rainwater Harvesting** (commercial, industrial, multi-family or members of homeowners' associations)

___ My property has been constructed with city-approved LID or active rainwater harvesting that exceeds current minimum standards. The facilities are presently functional, and maintenance is performed as necessary (for homeowners' association, please provide documentation that facilities are inspected and maintained).

Credit is 10% Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

**1.C. Conservation Easement**

___I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the easement. I acknowledge that the easement protects at least 2 contiguous acres. Note: The applicant is encouraged to have all the required documentation reviewed by City staff.

Credit is 10%

**2. Residential Water Harvesting** (individual residential only):

____I have installed rain barrels, of a minimum 300-gallon total capacity, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.

Credit is 10%

**3. Structured Educational Program (**Public Education Program for primary, secondary and college-level students)

___My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.

Up to a 20% credit may be provided

**4.** Active or passive floodproofing

___ My property includes active or passive "wet" or "dry" floodproofing of the primary structure(s). I am including adequate evidence that the floodproofing meets a 100 year event, or 2 inch in 45 minutes rain event if within a post-wildfire watershed.

Credit is 10%

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Home Owner's Association Name and contact phone # (if applicable)

_____

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my stormwater credits are existing and functioning properly. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name Signature

You will be sent an executed copy of this form for your records.

For office use only

Received by:

_____

Application Verification:

_____

Date applied toward billing:

_____

Authorized signature:

_____

**RESOLUTION NO. 2015-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK ENTITLED THE *"REVISED STORMWATER UTILITY CREDIT MANUAL"* AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provision of the City Code by reference to a public record, providing that the adopting ordinance is published in full;

**ENACTMENTS:**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1.

That certain document known as *"REVISED STORMWATER UTILITY CREDIT MANUAL"*, attached hereto as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

SECTION 2.

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 2 day of June, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

# Exhibit A
# UTILITIES DIVISION
## Stormwater Management

## ***REVISED STORMWATER UTILITY CREDIT MANUAL***

Prepared by Malcolm Alter
December 2014

The following is a general accounting for the determination of appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below:

City Stormwater Program Elements

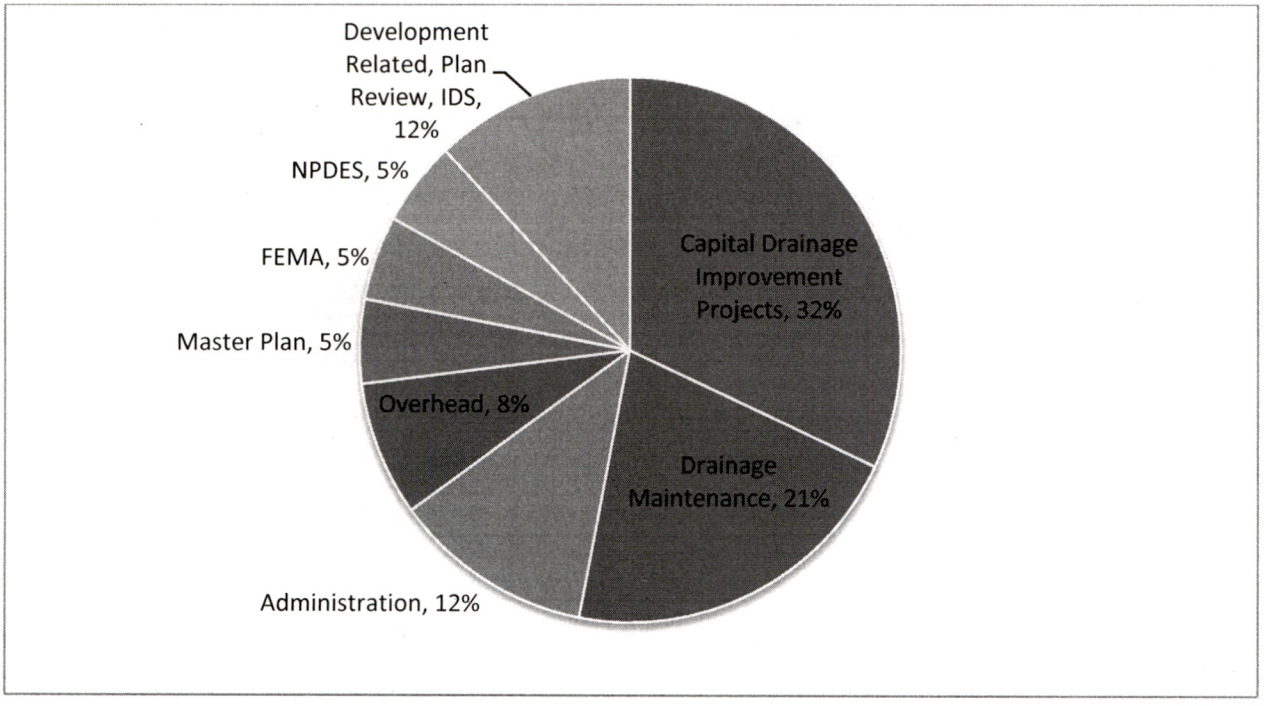
An assessment of the City's Stormwater Management Activities is necessary in order to determine appropriate credits. Essentially, the Program has two overall functional areas that include many sub-categories: Stormwater Quantity and Stormwater Quality. Stormwater Quantity is clearly the larger of the two and includes the following activities:

- Regulatory Compliance: Federal Emergency Management Agency (FEMA) Regulations, Ariozna Department of Water Resources (ADWR) Regulations, City Floodplain Regulations, Floodplain Permits, Community Rating System (CRS), National Flood Insurance Protection (NFIP);
- Civil Plan Review and Drainage Report Review;
- Capital Drainage Improvement Program;
- Masterplan activities;
- Drainage Maintenance.

Stormwater Quality activities include:

- National Pollutant Discharge Elimination System (NPDES) Compliance Activities;
- Low Impact Development projects.

The general budget breakdown for Stormwater Section activities are shown in the following pie chart:




## Relationship of mitigations to program elements

The goal of determining specific credit amounts is based on the effectiveness of the mitigation and its relationship to the program. Please note that the calculation of specific credit amounts are based off data that is subject to minor fluctuations respecting specific budget items in any given year. Therefore credit calculations should be considered general in nature.

### Detention Basins

Detention basins control the rate of runoff thereby ensuring that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

Therefore, a credit for detention basins that meet the current standard for attenuation of the 100-year storm is 20%.

For detention basins constructed from 1990 to 2000 that are only designed to attenuate the 25-year storm, a credit of 9%.

### Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)

LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and

4master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

Therefore a credit of 10% is provided for LID or active rainwater harvesting mitigations constructed to the 1 inch level. Credit may be provided for varying amounts of LID on a prorated basis not to exceed 68%.

**Conservation Easements**

A credit for the recordation of a Conservation Easement. A Conservation Easement is defined as a non-possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 10 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

The credit for the granting of a Conservation Easement is 10%.

**Development and Implementation of a Structured Educational Program**

A credit for an institution or organization that develops and implements a Public Education Program for primary, secondary and college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and also, A.R.S., Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

The effects of a public education program on stormwater quality can only be assessed qualitatively, but it is considered a vital component of the City's Stormwater Quality Program. If such a program is properly structured, the program would assist the City with NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

The proposed credit for the development of a Structured Educational Program is up to 20%. The Credit will be provided so long as the Educational Program is active.

Water Harvesting for Residential Development

Residents who provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption

should be afforded credits. Collection of rainwater relates to reduced volume as well as improvements in quality.

A typical rain barrel only collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off. Nevertheless, there is a significant impact to water quality issues that must be addressed qualitatively. Roofs generate metals as pollutants and frequent rainfall runoff events are captured. The use of roof water as irrigation on vegetation results in improvements to water quality. Harvesting also decreases demands on potable water use.

**The credit for the installation of rain barrels on all residential downspouts should be credited 10%.**

**Procedure For Application of Credits:**

An applicant must complete the Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. Assuming eligibility requirements are met, an adjustment to the utility bill will be entered within 10 business days after the completion of the staff review.

The Stormwater Division Staff may provide periodic inspection activities to verify credits and to verify that credited facilities are being properly maintained. Upon discovery of a deficiency, a letter will be sent to the applicant noting the deficiency and suspension of the credit. Upon receipt of a correction notification attesting that the deficiencies have been corrected and upon verification of the corrections by the City, the credit will be reinstated.

City of Flagstaff, Stormwater Division

# *Application for Stormwater Utility Fee Credit*

Dear Citizen;

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented certain Stormwater controls on your property, you may be eligible for a reduction in your current fee. Please check the appropriate boxes and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

Upon review, verification and approval of your application, the City will provide the credit to your account within 10 business days. A copy of the processed application will be provided to you for your records.
CREDITS:

___ **Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners associations):

___There is a detention basin on my property constructed after year 2000 that provides detention for the 2-year, 10-year, and 100-year events. The basin is presently functional and maintenance is performed as necessary (for a home owner's association, please provide documentation that basins are inspected and maintained).
A credit of 20% is provided.

___There is a detention basin that was constructed between years 1990 and 2000 that provides detention for the 25-year flood event. The basin is presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that basins are inspected and maintained).
A 9% credit is provided.

____ **Residential Water Harvesting** (individual residential only):

___I have installed at least two rain barrels, of a minimum 50 gallon capacity each, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.
A 10% credit is provided.

____ **Low Impact Development (LID) or Active Rainwater Harvesting (commercial, industrial, multi-family or members of homeowner's associations)**

___ **My property has been constructed with city-approved LID or active rainwater harvesting. The facilities are presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that facilities are inspected and maintained).**

A 10% credit is provided. Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

___ **Conservation Easement**

___I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the Conservation Easement. I acknowledge that the Conservation Easement protects at least 10 contiguous acres. Note: Prior to recordation of the Conservation Easement and Holder Acceptance, the applicant is encouraged to have all of the required documentation reviewed by City staff.

A 10% credit is provided.

___ **Structured Educational Program**

___My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.
Up to a 20% credit may be provided.

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Subdivision Name (if applicable): _____

Home Owner's Association Name and contact phone # (if applicable)

_____

_____

**By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my storm water facilities, as indicated above, exist and function properly to be eligible for stormwater credits. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.**

Print Name_____ Signature _____

You will be sent an executed copy of this form for your records.

For office use only

Received by:

_____

Application Verification:

_____

Date applied toward billing:

_____

Authorized signature:

_____

# Stormwater Credit Manual Revisions

**November 1, 2022**

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

# Overview

- Purpose – review and revise Stormwater Credit Manual to provide better equity and opportunities
- Review of existing 2015 Credit Manual
- Proposed revisions
- Feedback from Water Commission
- Discussion
- Next Steps

# Review of 2015 Credit Manual

- The existing 2015 Credit Manual is a revision of the original 2006 Credit Manual
- Intent is to provide incentives for the community to go above and beyond in stormwater
- Credits are applied by Customer Service with review by Stormwater staff
- Credits are continual (not one-time)

# Review of 2015 Credit Manual

**Detention Basins**

Detention basins control the rate of runoff thereby ensuring that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

Therefore, a credit for detention basins that meet the current standard for attenuation of the 100-year storm is 20%.

For detention basins constructed from 1990 to 2000 that are only designed to attenuate the 25-year storm, a credit of 9%.

**Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)**

LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and

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4master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

Therefore a credit of 10% is provided for LID or active rainwater harvesting mitigations constructed to the 1 inch level. Credit may be provided for varying amounts of LID on a prorated basis not to exceed 68%.

**Conservation Easements**

A credit for the recordation of a Conservation Easement. A Conservation Easement is defined as a non-possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 10 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

The credit for the granting of a Conservation Easement is 10%.

**Development and Implementation of a Structured Educational Program**

A credit for an institution or organization that develops and implements a Public Education Program for primary, secondary and college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and also, A.R.S., Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

The effects of a public education program on stormwater quality can only be assessed qualitatively, but it is considered a vital component of the City's Stormwater Quality Program. If such a program is properly structured, the program would assist the City with NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

The proposed credit for the development of a Structured Educational Program is up to 20%. The Credit will be provided so long as the Educational Program is active.

# Review of 2015 Credit Manual

Water Harvesting for Residential Development

Residents who provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption

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should be afforded credits. Collection of rainwater relates to reduced volume as well as improvements in quality.

A typical rain barrel only collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off. Nevertheless, there is a significant impact to water quality issues that must be addressed qualitatively. Roofs generate metals as pollutants and frequent rainfall runoff events are captured. The use of roof water as irrigation on vegetation results in improvements to water quality. Harvesting also decreases demands on potable water use.

**The credit for the installation of rain barrels on all residential downspouts should be credited 10%.**

# Proposed Revisions

- Stormwater Detention
  - Staff recommends removing both existing credits and replacing with a 10% credit for detention basins that provide detention, or retention, beyond current code. Specifically detention or retention for 500 year recurrence events.

# Proposed Revisions

- Residential Water Harvesting
  - Staff recommends changing the 10% credit from a minimum of 2 rain barrels (100 gallons) to 300 gallons of on-site residential water harvesting. This change is intended to show a real reduction in runoff while still being attainable for an average household.
  - Benefit can be “stacked” with Water Conservation’s incentive for rainwater harvesting

# Proposed Revisions

- Conservation Easement
  - Recommend changing from a minimum of 10 contiguous acres of conservation easement to 2 contiguous acres for a 10% credit. The number of 10 acre undeveloped parcels is very low within City Limits.

# Proposed Revisions

- Structured Educational Program
  - No changes recommended.

- NEW credit recommendation:
- Floodproofing of primary structures
  - Recommend a 10% credit for “wet” or “dry” floodproofing of a parcel’s primary structures.

# Additional comments

- Recommend grandfathering in any current credited accounts
- Recommend credit remaining with a parcel if/when account holders change (new owner)
- Credits are per month and not a one-time benefit
- Impacts to Stormwater Fund balance should be negligible.

# Feedback from Water Commission

- Stormwater staff met with the Water Commission in Sept. 2022 to provide recommended revisions.
- General consensus to move forward
- Comments/Questions about providing a more nuanced approach (e.g. different incentives for more pervious materials).

# Discussion and Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

# Next Steps

- Council decision on moving forward with a new Credit Manual.
- November 15th first read for new ordinance, at Council worksession.
- Second read at Council worksession in December.
- Implementation in early 2023.

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Sterling Solomon, City Attorney |
| **Date:** | 10/28/2022 |
| **Meeting Date:** | 11/01/2022 |

**TITLE**

**Discussion of potential Holiday Display Policy**

**STAFF RECOMMENDED ACTION:**

Discussion and direction to staff regarding potential establishment by resolution of a holiday display policy.

**EXECUTIVE SUMMARY:**

City Council has received legal advice in executive session regarding potential options for the establishment of a holiday display policy by adoption of a resolution. City Council now has the opportunity to discuss options and give direction for the potential establishment of a holiday display policy by adoption of a resolution.

**INFORMATION:**

After City Council discussed the potential establishment of a holiday display policy, staff will await direction from Council before drafting a resolution for consideration and potential adoption at the November 15, 2022 Regular City Council Meeting to become effective immediately upon adoption.

**Attachments:**