CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 21, 2023

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 DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. PUBLIC PARTICIPATION

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

5. COUNCIL LIAISON REPORTS

6. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Rochan Goswami, Mobil Country Club, 3960 N. Country Club Drive, Series 9S (liquor store), Sampling Privileges.

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.

B. **Consideration and Action on Liquor License Application:** Adam Louis Harrington, "Harrington's Tap House," 2711 E. Lakin Dr., Suite 2, 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.

7. 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 Grant Award:** Invasive Plant Grant Agreement between the City of Flagstaff and the Department of Forestry and Fire Management to support the maintenance of the Observatory Mesa Natural Area open space.

STAFF RECOMMENDED ACTION:

Approve the agreement to the Department of Forestry and Fire Management, Invasive Plant Grant for grant funds in the amount of $100,000, with a city match of $11,500 to support the maintenance of the Observatory Mesa Natural Area open space

B. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Empire Southwest for a 2023 Cozad Slide Axle Trailer in the amount of $130,342.68

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest for a 2023 Cozad Slide Axle Trailer in the amount of $130,342.68; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with RDO Equipment Co. in the amount of $246,933.89 for the purchase of a 2023 John Deere 444P Front Loader.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with RDO Equipment Co. in the amount of $246,933.89 for the purchase of a 2023 John Deere 444P Front Loader; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of PZ-15-00115-23 - Adora - Phase 2 at Timber Sky Final Plat:** Capstone Homes requests Final Plat approval for Adora - Phase 2 at Timber Sky located at 2760 S Vega Street, a 39 lot single-family subdivision on 7.15 acres in the Medium-Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

E. **Consideration and Approval of Contract:** Lone Tree Overpass Project - Award of the Third Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $1,583,826.20.

STAFF RECOMMENDED ACTION:

1. Award of the Third Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $1,583,826.20; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Ratification of Letter:** Submittal of Letter to the Editor Opposing SB1108

STAFF RECOMMENDED ACTION:

Ratify the submittal of a letter to the editor opposing SB1108.

8. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2023-02 :** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10 Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.050 Industrial Zones, to modify Table 10-40.30.050.B to allow Manufacturing/Processing - Heavy in the Light Industrial Zone with a Conditional Use Permit, providing for the repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-02 by title only for the final time
2) City Clerk reads Ordinance No. 2023-02 by title only (if approved above)
3) Adopt Ordinance No. 2023-02

B. **Consideration and Adoption of Ordinance No. 2023-01:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-80.20: Definitions of Specialized terms, phrases, and building functions, Section 10-80.20.040: Definitions “D” to modify the term “duplex”; Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-01 by title only for the final time
2) City Clerk reads Ordinance No. 2023-01 by title only (if approved above)
3) Adopt Ordinance No. 2023-01

C. **Consideration and Adoption of Ordinance No. 2023-03:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, by amending Section 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees; providing for repeal of conflicting ordinances, severability, penalties, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-03 by title only for the final time
2) City Clerk reads Ordinance No. 2023-03 by title only (if approved above)
3) Adopt Ordinance No. 2023-03

9. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2023-04:** An Ordinance of the City Council of the City of Flagstaff, authorizing the exchange of property of substantially equal value with the Arizona Board of Regents; providing for delegation of authority, repeal of conflicting ordinances, and establishing an effective date

Consideration and Adoption of Resolution No. 2023-05: A Resolution of the City Council

of the City of Flagstaff, approving the First Amendment to an Intergovernmental Agreement with the Arizona Board of Regents related to Consolidation of University Campus and Road Projects.

STAFF RECOMMENDED ACTION:

At the February 21, 2023 Council Meeting:
1) Read Ordinance No. 2023-04 by title only for the first time
2) City Clerk reads Ordinance No. 2023-04 by title only (if approved above)

At the March 7, 2023 Council Meeting:
1) Read Ordinance No. 2023-04 by title only for the final time
2) City Clerk reads Ordinance No. 2023-04 by title only (if approved above)
3) Adopt Ordinance No. 2023-04
4) Read Resolution No. 2023-05 by title only
5) City Clerk reads Resolution No. 2022-05 by title only (if approved above)
6) Adopt Resolution No. 2023-05

10. DISCUSSION ITEMS

A. Presentation on Civil Rights and Municipal Equality Index

Obtain feedback and input from Council on the Flagstaff Nondiscrimination Ordinance and the 2022 Municipal Equality Index issued by the Human Rights Campaign.

B. State Legislative Update

STAFF RECOMMENDED ACTION:

Discussion and direction from Council.

C. Discussion regarding a rate and fee study for water, reclaimed water, and wastewater funds.

STAFF RECOMMENDED ACTION:

Information only.

D. Discussion regarding potential resolution on City Council's position regarding United States Supreme Court Decision of Dobbs v. Jackson and regarding the Arizona legislature's enactment of laws on abortion

STAFF RECOMMENDED ACTION

Discussion and possible direction

11. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A request by Mayor Daggett to place on a future agenda a discussion about parking requirements.

STAFF RECOMMENDED ACTION:

Council direction.

12. PUBLIC PARTICIPATION

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

14. 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 _____, 2023.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Action on Liquor License Application: Rochan Goswami, Mobil Country Club, 3960 N. Country Club Drive, Series 9S (liquor store), Sampling Privileges.

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. Series 9S licenses are an addition to an existing license. Rochan Goswami, the agent for Mobil Country Club, has submitted a liquor license application for the addition of a Series 9 (liquor store) sampling privileges to the existing liquor license at this location. To view surrounding liquor licenses, please refer to the online interactive Liquor License 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 is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

A Series 9S (liquor store w/sampling) license allows a retail store to sell spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is February 24, 2023.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on February 1, 2020. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 09 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

2/7/2023

Rochan Goswami
1690 N. Falcon Road
Flagstaff, AZ 86001

Dear Mr. Goswami,

Your application for a Series 9S Liquor License for Mobil Country Club located at 3960 N. Country Club Drive, Flagstaff, AZ was posted on February 1, 2023. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 21, 2023, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting in person or 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 February 20, 2023, and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077 (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 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a spirituous liquor store retailer to sell all 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 #23-011

TO: **Chief Musselman**

FROM: **Sgt. Kevin Sapp**

DATE: **February 2, 2023**

RE: **Sampling Privileges Application– Mobil Country Club**

On February 2, 2023, I initiated an investigation into the new Sampling Privileges Application filed by Agent Rochan S. Goswami. The job number is 09030043 and it is for Mobil Country Club located at 3690 N Country Club Dr., Flagstaff, AZ.

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

As the establishment already has a Series 9 liquor license, no additional mandatory liquor license training is required. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on February 21, 2023.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

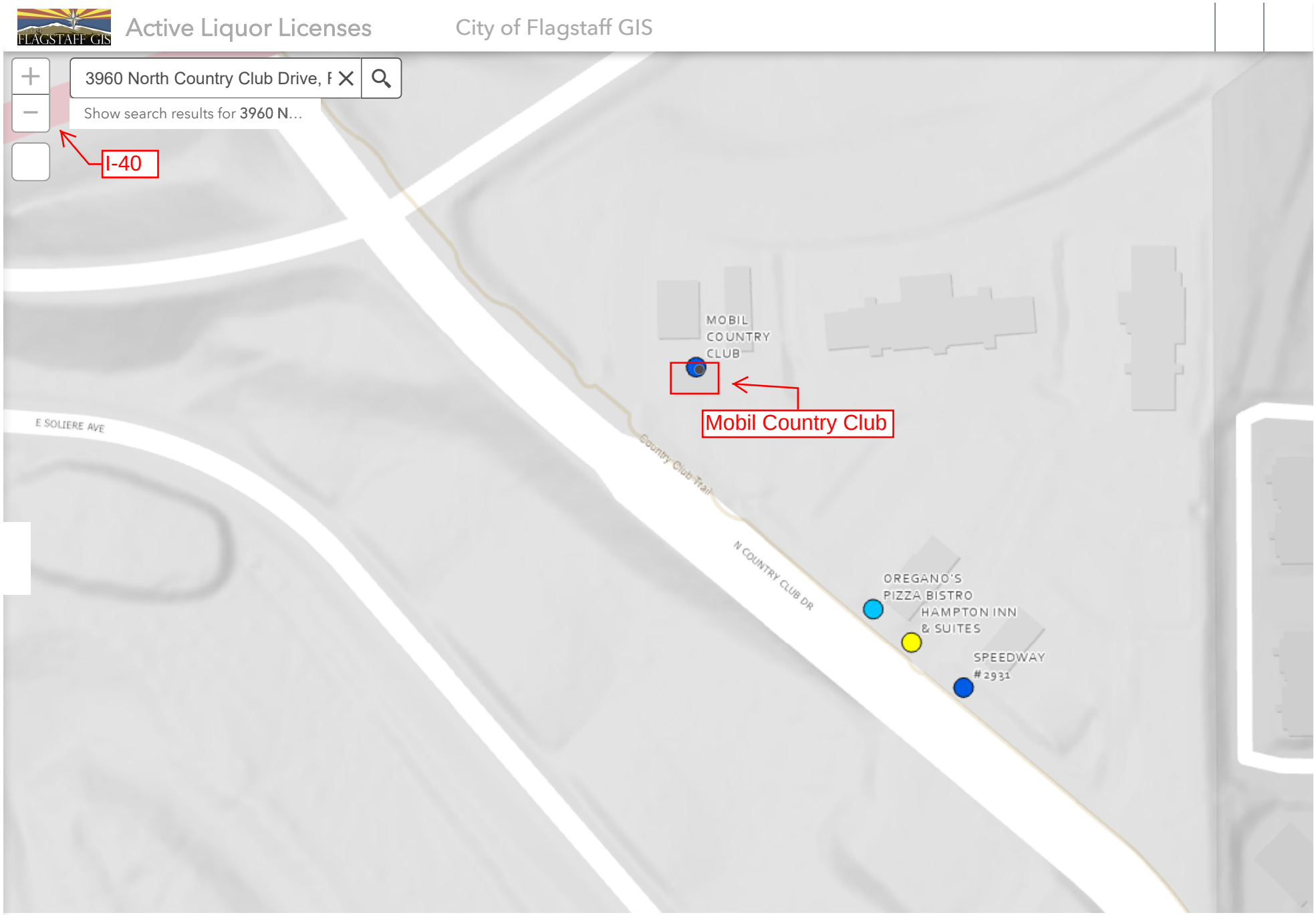
CC: Michelle McNulty, Planning Director

Date: February 3, 2023

Re: Application for Liquor License #09030043
3960 N. Country Club Drive, Flagstaff, Arizona 86004
Assessor's Parcel Number 113-29-003L
Rochan S. Goswami on behalf of Mobil Country Club

This application is a request for a new Series 9S Sampling liquor license by Rachon S. Goswami on behalf of Mobil Country Club. This business is located within the Highway Commercial district. This district does allow for this use.

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


Active Liquor Licenses
City of Flagstaff GIS
3960 North Country Club Drive, F
Show search results for 3960 N...
I-40
MOBIL
COUNTRY
CLUB
Mobil Country Club
E SOLIERE AVE
Country Club Trail
N COUNTRY CLUB DR
OREGANO'S
PIZZA BISTRO
HAMPTON INN
& SUITES
SPEEDWAY
#2931

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Action on Liquor License Application: Adam Louis Harrington, "Harrington's Tap House," 2711 E. Lakin Dr., Suite 2, 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.

Harrington's Tap House is an existing business in Flagstaff and holds a Series 7 license. If approved, it will be the 32nd 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 Februayr 24, 2023.

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 February 1, 2023. No written protests have been received to date.

Attachments:

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

City of Flagstaff

OFFICE OF THE CITY CLERK

2/7/2023

Adam Harrington
2711 E. Lakin Drive, Ste 2
Flagstaff, AZ 86004

Dear Mr. Harrington,

Your application for a Series 10 Liquor License for Harrington's Tap House located at 2711 E. Lakin Drive, Flagstaff, AZ was posted on February 1, 2023. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, February 21, 2023, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting in person or 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 February 20, 2023, 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.

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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:

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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.

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Chief of Police
Dan Musselman

MEMORANDUM

Memo #23-010

TO: **Chief Musselman**

FROM: **Sgt. Kevin Sapp**

DATE: **February 2, 2023**

RE: **New Application –Series 10 Liquor License Application– Harrington's Tap House**

On February 2, 2023, I initiated an investigation into the new application for a series 10 (Beer and Wine Store) liquor license filed by Adam Harrington (Agent and Controlling Person). This is a new application, and the application number is 228800. It is for Harrington's Tap House located at 2711 E Lakin Drive Suite 2, Flagstaff, AZ.

I conducted a query through local systems and public access on Adam. 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 for the council meeting on February 21, 2023.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

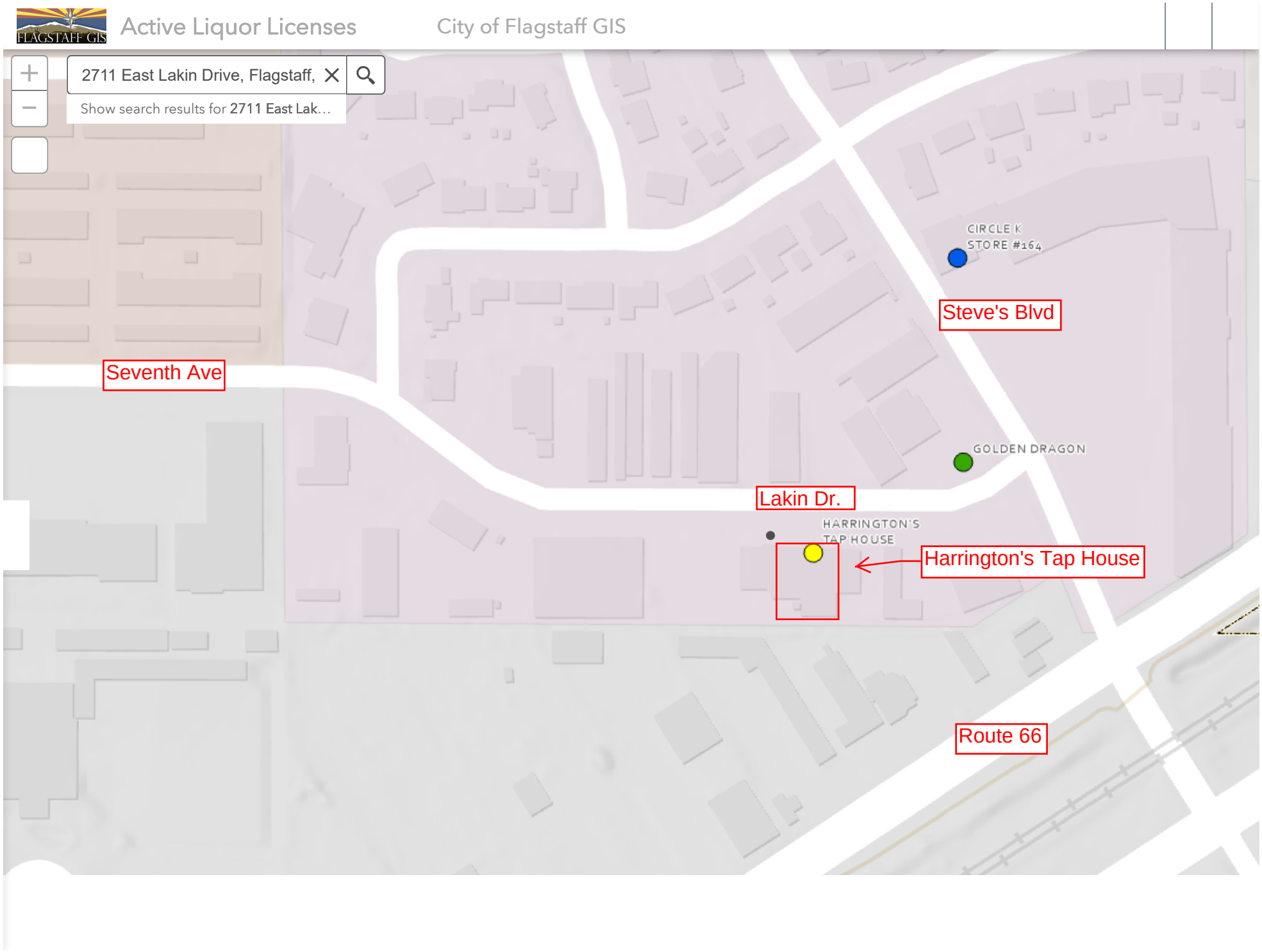
CC: Michelle McNulty, Planning Director

Date: Feb. 3, 2023

Re: Application for Liquor License #228800
2711 E. Lakin Dr. Ste.2, Flagstaff, Arizona 86004
Assessor's Parcel Number 108-10-061C
Adam Louis Harrington on behalf of Harrington's Tap House

This application is a request for a new Series 10 Beer & Wine Store liquor license by Adam Louis Harrington on behalf of Harrington's Tap House. This business is located within the Highway Commercial district. This district does allow for this use.

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


Active Liquor Licenses
City of Flagstaff GIS
2711 East Lakin Drive, Flagstaff,
Show search results for 2711 East Lak...
CIRCLE K
STORE #164
Steve's Blvd
Seventh Ave
GOLDEN DRAGON
Lakin Dr.
HARRINGTON'S
TAP HOUSE
Harrington's Tap House
Route 66

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Robert Wallace, Open Space Supervisor
Co-Submitter:	Rebecca Sayers
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Approval of Grant Award: Invasive Plant Grant Agreement between the City of Flagstaff and the Department of Forestry and Fire Management to support the maintenance of the Observatory Mesa Natural Area open space.

STAFF RECOMMENDED ACTION:

Approve the agreement to the Department of Forestry and Fire Management, Invasive Plant Grant for grant funds in the amount of $100,000, with a city match of $11,500 to support the maintenance of the Observatory Mesa Natural Area open space

Executive Summary:

This project will support forest and woodland health through the prioritization of invasive plant prevention and control within the Observatory Mesa, Flagstaff, AZ focus area. This diverse location consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. The area is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed, and the area is an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim.

This project will target invasive plant prevention and control, and revegetation to maintain the forest health of the area. The project will focus on two adjoining locations: Observatory Mesa (2,200 acres) and Thorpe Park (172.9 acres). The project will treat 372 infested acres for two years. Following the two-year treatments, State funding will be utilized to seed with native species. This part of the project will include soil preparation, seed mix formulation, seeding, and erosion control.

Financial Impact:

Grant funds will provide $100,000, with a participant match of $11,500, for a total project cost of $111,500. The City of Flagstaff Open Space Section will provide a $11,500 in-kind cash match. The project will be completed by 12/31/2024. While this grant was not budgeted for in FY2022-23, Open Space has other grants in it's budget appropriation to cover the FY2022-23 expenses and will budget the remaining balance of the grant in the FY2023-24 budget.

Policy Impact:

No policy impacts.

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

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship:

- Promote, protect and enhance a healthy, sustainable environment and its natural resources.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems

Livable Community:

- Provide amenities and activities that support a healthy lifestyle

Carbon Neutrality Plan

The top aligned carbon neutrality plan number is Priority four: Commitments - Healthy Forests and Open Spaces; HF-1 Protect existing forests, resources, and meaningful open spaces.

Regional Plan

Vision: In 2030, the Flagstaff region maintains a healthy system of open lands supporting the natural environment and our quality of life through stewardship by regional stakeholders. Top supported regional plan goals and policies include:

- Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.
- Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.

Has There Been Previous Council Decision on This:

Consideration and Adoption of *Resolution* No. 2020-46: A *resolution* adopting the *Management Plan for Legally-Designated Open Space* Properties.

Options and Alternatives:

Option A - Approve the grant agreement that allows staff to implement invasive plant prevention and management and native plant restoration.
Option B – Do not approve the grant agreement.

Background/History:

The City of Flagstaff's Open Space Section was founded in 1998 as an outgrowth of the Flagstaff Area Open Space and Greenways Plan. The Section exists to protect and restore Flagstaff's natural, cultural, and scenic resources to enhance recreational and educational opportunities for residents and visitors. Open Space properties managed by the section serve as a land resource, recreational destination, wildlife habitat, and transportation corridors while protecting other natural resources.

The City of Flagstaff acquired Observatory Mesa Natural Area in December 2013 with funding from the 2004 voter-approved Open Space bond and a 2013 Arizona State Parks Growing Smarter grant. Observatory Mesa serves as an important wildlife corridor for large mammals traveling between the San Francisco Peaks and the Mogollon Rim. Forest thinning efforts may have introduced invasive species that are now affecting native vegetation and ecosystem health. To work towards returning the area to a healthier condition this project is needed, and funding is necessary to manage the property. Given that the City purchased this property using funding from the Arizona State Parks Growing Smarter grant, the City is required to manage it as a non-motorized property to protect the conservation values associated with the property.

Key Considerations:

The Management Plan for open space provides a framework for managing the natural, ecological, historical, and recreational resources to minimize conflict and degradation, and serves as a resource to guide decision-making processes for designated open space properties.

The Plan identifies five overarching management goals for designated open space properties, which are listed below. This resolution and grant agreement directly support all the goals.

1. To maintain, restore, and enhance the natural ecosystem processes of these properties, including watershed health (including intermittent streams), forest structure, native plant communities, and rare habitat types.
2. To protect cultural resources present within these properties.
3. To maintain and protect diverse and healthy wildlife populations.
4. To provide opportunities for public use of these properties through passive recreational use, resource interpretation, education, scientific research, and other compatible activities in a manner that is consistent with the preservation of the conservation values of the site and the management goals.
5. To maintain and develop partnerships that facilitate resource management, stewardship, and conservation.

Expanded Financial Considerations:

On-going funding for maintenance and conservation are needed to keep up the Natural Area. This work is funded by two primary sources. Some projects are included in the Open Space base budget of $47,000. Additionally, volunteer groups donate their time to complete projects at no cost to the city. Though these means support maintenance needs, they do not cover all demands. This funding will allow the Open Space Section to make progress toward addressing backlogged maintenance needs for invasive weed management.

Community Benefits and Considerations:

This funding will permit the continuation of our current level of service.
The Open Space Section works hard to provide recreational opportunities and maintain open space but does not have the capacity to meet all needs.

- We offer the community great places to walk, bike, run, and participate in other outdoor activities.
- We are receiving the highest ever visitation. Trail counters installed at various locations at our three main regional preserves indicate that for FY 2021-22, we received over 99,000 visitors.
- We provided science programs (e.g., forest ecology, plants, astronomy, and wildlife) for students and visitors at multiple open space properties and in classrooms. Programming reached approximately 775 students and 382 adults for FY 2021-22.
- The Open Space Stewards program has 30 core year-round volunteers. During FY 2021-22 we also coordinated an additional 147 volunteers who provided trash clean-up, graffiti mitigation, input on projects, and trail work for our open space, contributing 1,061 hours of volunteer time.

Community Involvement:

Staff collaborates with numerous educational partners. This application for the Invasive Plant Grant was supported by:

- The Arboretum at Flagstaff
- Arizona Native Plant Society
- Lowell Observatory
- USFS Coconino National Forest
- Picture Canyon Working Group

- Open Spaces Commission
- Willow Bend Environmental Center

Attachments: Grant Agreement
Location/Project Map
Presentation

Arizona Department of Forestry and Fire Management
Grant Agreement No. IPG BIL 22-701
Invasive Plant Grant Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **City of Flagstaff (UEI #XMMUMPKTLVQ3),** pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **23-DG-11030000-001,** dated **12/13/2022**
The Federal Assistance Listing Number is **10.697, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed $100,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than $5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is $750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from the auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting, see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of grant the term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to

meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. MAPPING (CHECK ONE) __X__ Required _____ Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.53157 Longitude (x-coordinates) -111.66895

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions prior to treatment. Grantee also agrees that it is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

Stacey Brechler-Knaggs
Grants, Contracts and Emergency Management Director
211 W. Aspen Ave.
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Sub-grantee Programmatic Contact:

Robert Wallace
Open Space Supervisor
3200 W. Route 66, Building 6

Flagstaff, AZ 86001
928-213-2154
robert.wallace@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Willie Sommers
Invasive Plant Program Coordinator
1110 W. Washington, Suite 500
Phoenix, AZ 85007
602-319-6818
wsommers@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
John Richardson Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	Greg Clifton City Manager 211 W. Aspen Ave. Flagstaff, AZ 86001 928-213-2053 greg.clifton@flagstaffaz.gov

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

- **A**. Project Application
- **B**. Detailed Project Plan
- **C**. General Provisions
- **D**. Documentation of Expenses

E. Quarterly Report and Reimbursement Format

Additional Certifications (require separate signatures):

AD1048 - USDA Form AD-1048 Debarment Certification
Lobbying - USDA Lobbying Certification

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007	City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001

_____
Signature

_____
Print or Type Name

Arizona State Forester

Date: _____

_____
Signature

_____
Print or Type Name

_____
Title

Date: _____

_____
Signature

_____
Print or Type Name

Assistant State Forester for Forestry Programs

Date: _____

ATTACHMENT A

Project Application
(Cover Sheet)

Observatory Mesa Invasive Plant Prevention and Control

Profile : sknaggs@flagstaffaz.gov

1. Application/Project Title (100 character max) : Observatory Mesa Invasive Plant Prevention and Control

2. Organization Name (100 character max) : City of Flagstaff (COF), Open Space program

3. Project Lead (100 characters max) : Robert Wallace

4. Program/Project Congressional District (check all that apply) :

1

5. Program/Project Legislative District (check all that apply) :

6

6. Target Species (100 character max) : Scotch thistle, bull thistle, musk thistle, diffuse knapweed, field bindweed.

7. Acres to be Treated (Number) : 458

8. Treatment polygon (Yes/No) : Yes

9. Match Contribution (Number) : 11

10. Grant Theme (0 -10 points, 1,000 character max) : This project will support the forests and woodlands grant theme through the prioritization of invasive plant prevention and control within a northern Arizona ponderosa pine forest. The Observatory Mesa focus area is a diverse location that consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed. It is located within an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff initiated an invasive weed survey during the summer of 2021, that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey will guide work for invasive plant prevention and control, and revegetation to maintain ponderosa pine forest health.

11. Project Overview and Area Description (0-15 points, 1,500 character max) : The Observatory Mesa project location is a 2,373-acre area. The property is bound on the northern, eastern, and southern boundaries by private development (primarily single-family homes), with Forest Service property immediately adjacent on the western property boundary, and a centrally owned section. The project consists of 2 sites in the City of Flagstaff (COF). ~92% (2,200 acres) COF natural open space & 8% (172.9 acres) Thorpe Park. NEED. Seedbanks of bull and musk thistle are extensive. Scotch thistle and diffuse knapweed are increasing. The three main invasive plant species for focus are musk, bull, and Scotch thistle. These thistles are considered invasive and typically grow in disturbed areas, create dense monocultures, and are prolific seed producers. These species severely inhibit the growth of native species. Given their biannual growth pattern, it is necessary to treat the plants for at least two years in a row, and it’s beneficial to reseed. The City of Flagstaff has been utilizing volunteers to manually control localized weed populations. An invasive weed survey was completed in 2021 that mapped Class A and B species from the Arizona State Noxious Weed List. Invasive weed populations were determined to be more extensive than previously known. The spreading populations threaten the continued health and biodiversity of the forest. Additional efforts are required to keep invasives in check.

12. Project Goals and Objectives (0-10 points,1,000 character max) : Goals: • Manage vegetation by maintaining & encouraging desirable native species, restoration, & controlling invasive species • Maintain & develop partnerships for resource management, stewardship, and conservation Objectives: • Maintain treatment to gain

ground against seedbanks & expand work to previously untreated areas • Chemically treat ~453 acres/yr. Mechanically treat ~5 acres/yr. at Thorpe Park. Total 458 acres • Seed total 31.5 acres • Meet with partners (Coconino National Forest, Lowell Observatory, COF Parks) to discuss future management strategies • Expand awareness through events, Invasive Weed Workshops, website, print & social media • Expand recruitment of volunteers for monitoring & weeding • Expand and deepen partnerships with stakeholders Costs: • Chemical treatments - max of $150/acre; Seeding - $2,000 - $3,000/acre; Manual treatments $500/acre (or $29.95/hr. federal volunteer rate)

13. Scope of Work (0-15 points, 2,000 character max) : Work Performed & Who will Implement Grant This collaborative proposal fosters a unified weed control effort with the City of Flagstaff (COF), Coconino National Forest (CNF), & Lowell Observatory (LO) • Robert Wallace, COF Open Space (OS), will manage the grant • COF Parks staff will continue weed mitigation in Thorpe Park • OS will carry out volunteer events • OS will work with partners to develop a strategy for managing adjacent land • OS will partner with the Arboretum to host educational events • OS will expand public awareness through events, 2 invasive weed workshops, website, print & social media • OS will recruit volunteers for monitoring & weeding • Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist in recruiting volunteers Control Methods Herbicide Treatments • Grant funds will be used for herbicide treatments and seeding. Contract with a licensed herbicide applicator/vegetation specialist • Cash match will treat weeds in the project area, treatment of ~50 acres. $15,000 (cash match) Mechanical Treatments • Volunteers (in-kind match), coordinated by the Open Space program, will monitor and pull invasive plants in the project area (50 hrs./year at $29.95/hr. federal rate = $1,497.50 x 2 = $2,995). • Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at $1,500 x 2 years = $3,000 (in-kind staff time). Seeding • COF will use grant funds to seed native grasses in weedy areas that lack vegetation in Observatory Mesa and Thorpe Park Inventory, Mapping and Monitoring • A property survey for Observatory Mesa was completed in 2021. OS will collaborate with land managers to determine partner strategies for LO & CNF, a total of 1,255 acres Environmental Clearances • State Historic Preservation Office clearance required for groundbreaking activities (seeding) Education and Outreach • OS will partner to host an invasive weed workshop once a year for 2 years.

14. Project Timeline (0-10 points, 1,000 character max) : • 2-year project, Mar 2023 - Dec 2024 • Treatment timing weather dependent, typical dates for Flagstaff provided • Plan for seeding, herbicide & mechanical treatments in March of 2023 & 2024 • Meet with stakeholders to determine partner strategies for neighboring lands, Spring 2023 • Pre/post treatment photos spring/fall of each season • Invasive Weed Workshop July 2023 & 2024 • Herbicide treatments will occur May-Aug in 2023 & completed by June in 2024 to accommodate seeding • Hand pulling will occur May-Aug for 2023, & 2024 • Soil prep for seeding will occur Apr-Nov (all in 2024) • Seeding will occur June-Nov (all in 2024) • Reports completed quarterly • Milestones/accomplishments o 2023: treat 458 acres & collaborate with partners to determine management strategies for neighboring property o 2024: treat 458 acres, prepare and seed 31.5 acres, create management strategies for project sustainability, & complete final report

15. Collaborative Elements & Partners (0-10 points, 1,000 character max) : • COF Open Space & Parks will collaborate to implement the grant. Unsurveyed areas will be inventoried & a strategy developed for treating the additional land to prevent spread between boundaries. • Robert Wallace, COF Open Space Specialist, will manage the grant. • COF Parks staff will continue weed mitigation throughout Thorpe Park proper, including weed surveying/monitoring & manual weed control. • Volunteer weed pull events will be hosted to address unmanaged locations in Thorpe. • Open Space (OS) will collaborate with land managers from Lowell Observatory & Coconino National Forest to develop a partnership & strategy for weed mitigation on neighboring property, total 1,255 acres. • OS will partner with The Arboretum at Flagstaff to host two Invasive Weed Workshops. • The nonprofit Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist COF in recruiting volunteers for manual treatments.

16. Evaluation Plan (0-10 points, 1,000 character max) : Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, the number of acres treated, number of acres seeded, number of volunteer hours, & in-kind volunteer/cash match. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the density of the targeted invasive species. Yearly visual inspection and evaluation of treatments, including seeding, will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed and locations of weeds and approximate numbers will be recorded. Standards to achieve will include treatment of 90% of target species, 90% treatment success rate, and organic herbicide for Thorpe Park.

17. Sustainability Plan (0-10 points, 1,000 character max) : • Monitoring and weed treatment will be needed at Observatory Mesa (OM) and Thorpe Park sites for many years. Grant partners + growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas. • Open Space will manage OM in perpetuity, focusing on the highest priorities that can be achieved within annual funding. • Parks will continue to monitor and treat weeds within Thorpe Park and will complete all that can be achieved within annual funding. • Open Space will post community reminders for volunteer weed events on their social media. • Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion.

Upload Budget Form (0- 5 points) : 2022_IPG Budget_Observatory Mesa Invasive Control.pdf

Upload Project Overview Map (0- 5 points) : Overview Map_Observatory Mesa Invasive Plant Prevention and Control.pdf

Letters of Support (optional) : Letters of Support_ Observatory Mesa Invasive Plant Control Project.pdf

Upload Project Shape Files (optional) :

Average Score :

# of Reviews : 0

# of Denials : 0

Created by : zengine+34759@srm.ecivis.com

Record ID # : 40085031

Last change : 2022-07-28T23:04:33+0000

Project: Observatory Mesa Invasive Plant Control

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$2,566**	**$2,566**
Project Labor:	**$0**	**$0**	**$5,995**	**$5,995**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$300**	**$ 300**
Contractual:	**$199,705**	**$15,000**	**$0**	**$214,705**
Other:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$199,705**	**$15,000**	**$8,861**	**$223,566**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Grant Share:

• Contractual:

Chemical treatments for the project area. Cost max of $150/acre; chemical treatment will include 403.18 acres x $150 = $60,477 x 2 years = $120,954. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = 403.18 acres.

Seeding for project area will include soil preparation, seed mix, seeding, erosion blankets/mulch. Cost $2,000-3,000/acre; seeding will include ~31.5 acres x $2,500/acre = $78,750

Seeding areas include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 20 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Centaurea diffusa (diffuse knapweed) = 2 acres
- Convolvulus arvensis (field bindweed) .042 acre
- Miscellaneous species in project area = 5 acres

Total grant share contractual = $199,705

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Match (DOLLARS):

• Contractual:
Treatments for the project area. Cost max of $150/acre; treatment (chemical & manual) will include 50 acres x $150 = $7,500 x 2 years = $15,000
Invasive plant infestations to be treated include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 40 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Convolvulus arvensis (field bindweed) = .042 acre
- Miscellaneous = 5.532 acres

Total acres: 50

Total cash dollar match for contractual = $15,000 (cash match)

Match (IN-KIND):

• Administrative Labor:
Staff time for grant, partner, & volunteer coordination; full burden rate: $42.76/hr. x 30 hr. = $1,282.80 x 2 years = Total $2,565.60 (in-kind staff time).

• Project Labor:
Mechanical treatment – Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at $1,500 x 2 years = $3,000 (in-kind staff time). Total = $3,000

Mechanical treatment – Volunteers will remove Centaurea diffusa (diffuse knapweed) from 5 acres at Thorpe Park, and miscellaneous locations. $29.95/hr. federal volunteer rate x 50 hr/yr x 2 years = $2,995 (in-kind volunteer time). Total = $ 2,995

• Supplies:
Supplies provided by Open Space program. Weed bags = $200; Volunteer support (water, snacks) = $100. Total = $300

Total IN-KIND MATCH = $8,861
Total IN-KIND/CASH MATCH = $23,861
Total Project Cost = $223,565

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

PROGRAM:
Arizona Department of Forestry and Fire Management - 2022 Invasive Plant Grant Program.

PROJECT TITLE:
Observatory Mesa Invasive Plant Prevention and Control.

FUNDING:
The total grant amount of $100,000 (BIL)
(See also grant IPG 22S-702 for additional invasive plant prevention and control work at Observatory Mesa).

PROJECT SCOPE:

What will be accomplished:
This project will support forest and woodland health through the prioritization of invasive plant prevention and control within the Observatory Mesa, Flagstaff, AZ focus area. This diverse location consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed, and the area is an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff recently completed an invasive weed survey that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey documented over 400 acres of invasive thistle and numerous acres of other invasive plant species. This project will target invasive plant prevention and control, and revegetation to maintain the forest health of the area. The project will focus on two adjoining locations Observatory Mesa (2,200 acres) and Thorpe Park (172.9 acres). This project will treat 372 infested acres for two years.

How it will be accomplished:
To utilize grant funds and in-kind cash match the City of Flagstaff will partner with a contractor to complete an invasive plant treatment (372 acres). The species to be treated include bull thistle, Scotch thistle, musk thistle, and field bindweed.

MAJOR PROJECT TASKS & COMPONENTS:

Planning:
Open Space Supervisor, Robert Wallace, will have the lead role in planning project components and will oversee the following:

- The production of a work plan for herbicide treatments in March of 2023 & 2024
- Work with the selected contractor to arrange pre/post treatment photos spring/fall of each season

- **Procurement/Contracting:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to obtain the necessary approval for the grant agreement from the Flagstaff City Council, prepare a scope of work, and initiate a formal contract.
    - Programmatic Contact:
      Robert Wallace
      Open Space Supervisor
      Robert.wallace@flagstaffaz.gov
      928.213.2154
    - Fiscal Contact & Grant Administration Compliance:
      Stacey Brechler-Knaggs
      Grants and Contracts Manager
      Flagstaff City Hall
      211 West Aspen

Flagstaff, AZ 86001
sknaggs@flagstaffaz.gov
928.213.2227

- **Hiring:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to follow city procurement guidelines and code to select the most qualified applicant for the project.

- **Fieldwork:**
  - The project will treat 372 infested acres for two years

- **Inspection:**
  - Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, and the number of acres treated,. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the presence of the targeted invasive species.
  - A yearly visual inspection and evaluation of treatments will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed, and locations of weeds and approximate numbers will be recorded.
  - Treatment standards will work to achieve treatment of 90% of target species, 90% treatment success rate.
  - Milestones/accomplishments
    - 2023: treat 372 acres
    - 2024: treat 372 acres, and complete final report

- **Sustainability Plan:**
  - Monitoring and weed treatment will be needed at Observatory Mesa (OM) sites for many years. Grant partners and growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas
  - The Open Space section will manage Observatory Mesa in perpetuity, focusing on the highest priorities that can be achieved with annual funding appropriated for weed control
  - Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion

- **Reporting:**
  - Robert Wallace, Open Space Supervisor, will complete quarterly reports
  - The City of Flagstaff, Contract and Grant Administrative office will submit reimbursement requests and supporting documentation for completed work

- **Measurable Outcomes:**
  - Acres to be treated in 2023: 372 acres (treatment 1 of 2)
  - Acres to be treated in 2024: 372 acres (treatment 2 of 2)
  - Contribute $11,500 in match towards project completion.

PROJECT SCHEDULE:

Quarter	Project Components 2023
Q1 Jan. - March	1. Review invasive plant survey with the contractor and create a work plan for treatment 2. Submit quarterly financial and performance report
Q2 April - June	1. Determine locations for pre-treatment photos at a minimum of 4 fixed locations within focus area and take pictures (spring 2023) 2. Work with the contracted company to execute workplan a. Certified contractors will conduct herbicide treatments on identified sites 3. Submit quarterly financial and performance report
Q3 July - Sep.	1. Work with the contracted company to execute workplan 2. Submit quarterly financial and performance report
Q4 Oct. – Dec.	1. Take post-treatment photos at the 4 fixed locations in the treatment area 2. Conduct an inspection and evaluation of treatments and prepare report 3. Submit quarterly financial and performance report

Quarter	Project Components 2024
Q1 Jan - March	1. Review invasive plant survey and work plan with the contractor 2. Submit quarterly financial and performance report
Q2 April - June	1. Take pre-treatment photos at the 4 fixed locations within focus area (spring 2024) 2. Work with the contracted company to execute workplan 3. Submit quarterly financial and performance report
Q3 July – Sep.	1. Work with the contracted company to execute workplan 2. Submit quarterly financial and performance report
Q4 Oct. - Dec.	1. Work with the contracted company to execute workplan 2. Take post-treatment photos at the 4 fixed locations 3. Conduct an inspection and evaluation of treatments and prepare report 4. Evaluate project (Progress, pre- and post-treatment photos, a summary of challenges and successes experienced) 5. Financial and Programmatic Closeout Report 6. Closeout the grant

PROJECT BUDGET:

See attached Project Budget Worksheet.

Project: City of Flagstaff --- BIL funding w/ 10% match

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$0**	**$ 0**
Project Labor:	**$0**	**$0**	**$0**	**$ 0**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$0**	**$ 0**
Contractual:	**$100,000**	**$11,500**	**$0**	**$111,500**
Other:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$100,000**	**$11,500**	**$ 0**	**$111,500**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Grant Share BIL (Reimbursement)
Contractual:
Chemical treatments for the project area. Cost approximately of $150/acre; chemical treatment will include 333.33 acres x $150 = $49,999.50 x 2 years = $99,999. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = 333.33 acres

Total grant share (contractual reimbursement) = $100,000

Project Match (DOLLARS)
Contractual:
Treatments for the project area. Cost approximately of $150/acre; treatment (chemical & manual) will include 38.33 acres x $150 = $5,749.50 x 2 years = $11,499.

Invasive plant infestations to be treated include:
- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 28.33 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Convolvulus arvensis (field bindweed) = .042 acre
- Miscellaneous = 5.532 acres

Total acres: 38.33

Total Project Match (dollars) = $11,500 (10% of total project cost)

ATTACHMENT C
General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the noncancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Subgrantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, “Responsibilities of Participants Regarding

Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov

(b) Collecting a certification from that person

(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS**.** Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS**.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 7205964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS**.** No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This

provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2 CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2 CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

(1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the "Grant Reimbursement Form" (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee's sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing $5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee's responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
  - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
  - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
  - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. **Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.**
  - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
  - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
  - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel -** may include mileage reimbursement
  - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
  - Documentation should include invoices and proof of payment, receipts, or equipment logs.
  - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
  - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
  - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
  - Indirect Costs – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
    - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
    - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
    - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
  - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.

- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.

- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
  - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.

Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		**Grant Award $:**	
Project Name:		**Award End Date:**	
Organization:			
County:		**DFFM District:**	

REPORT INFORMATION:

Calendar Year:		**Calendar Quarter Q1** (Jan-Mar), **Q2, Q3, Q4**:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED:

(During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	**Total Project Goal**	**Previously Reported**	+	**Current Quarter**	=	**Cumulative Total**

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items. (Please list any additional items in the narrative to assure they are recorded.)

Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: **What progress has been made THIS QUARTER in accomplishing the project objectives?** Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: **What is the success in meeting the OVERALL measurement criteria identified in the Project Plan?** Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*

Arizona Department of Forestry and Fire Management

Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name: **Match %:** - Select % -

Total Grant Amount: **Total Match Required:**

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
			$0.00

This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			$0.00
Personnel			$0.00
Contracted Services			$0.00
Supplies			$0.00
			$0.00
			$0.00
			$0.00
Volunteer time	N/A		$0.00
In-Kind Contributions	N/A		$0.00
Total:	$0.00	$0.00	$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
$0.00	$0.00	$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED *(MM-DD-YYYY)*

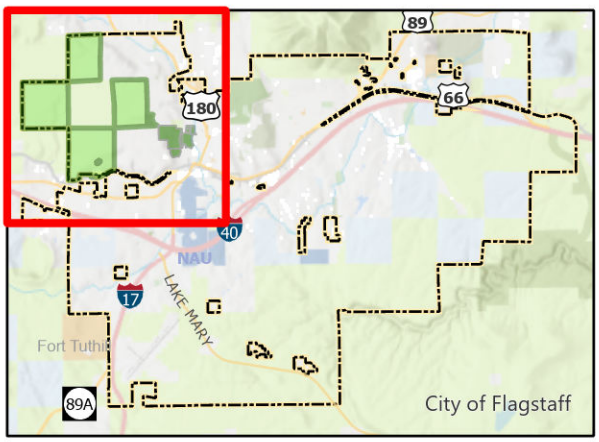
Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Observatory Mesa Natural Area - Overview



Legend

City Boundary

Parks

Observatory Mesa

Thorpe Park

Invasive Plant Areas

Carduus nutans

Cirsium vulgare

Convolvulus arvensis

Linaria dalmatica

Onopordum acanthium

7/28/2022



Open Space Invasive Plant Grant Consideration

Robert Wallace, Open Space Supervisor

Open Space Background – Who, What, How

Who are we?

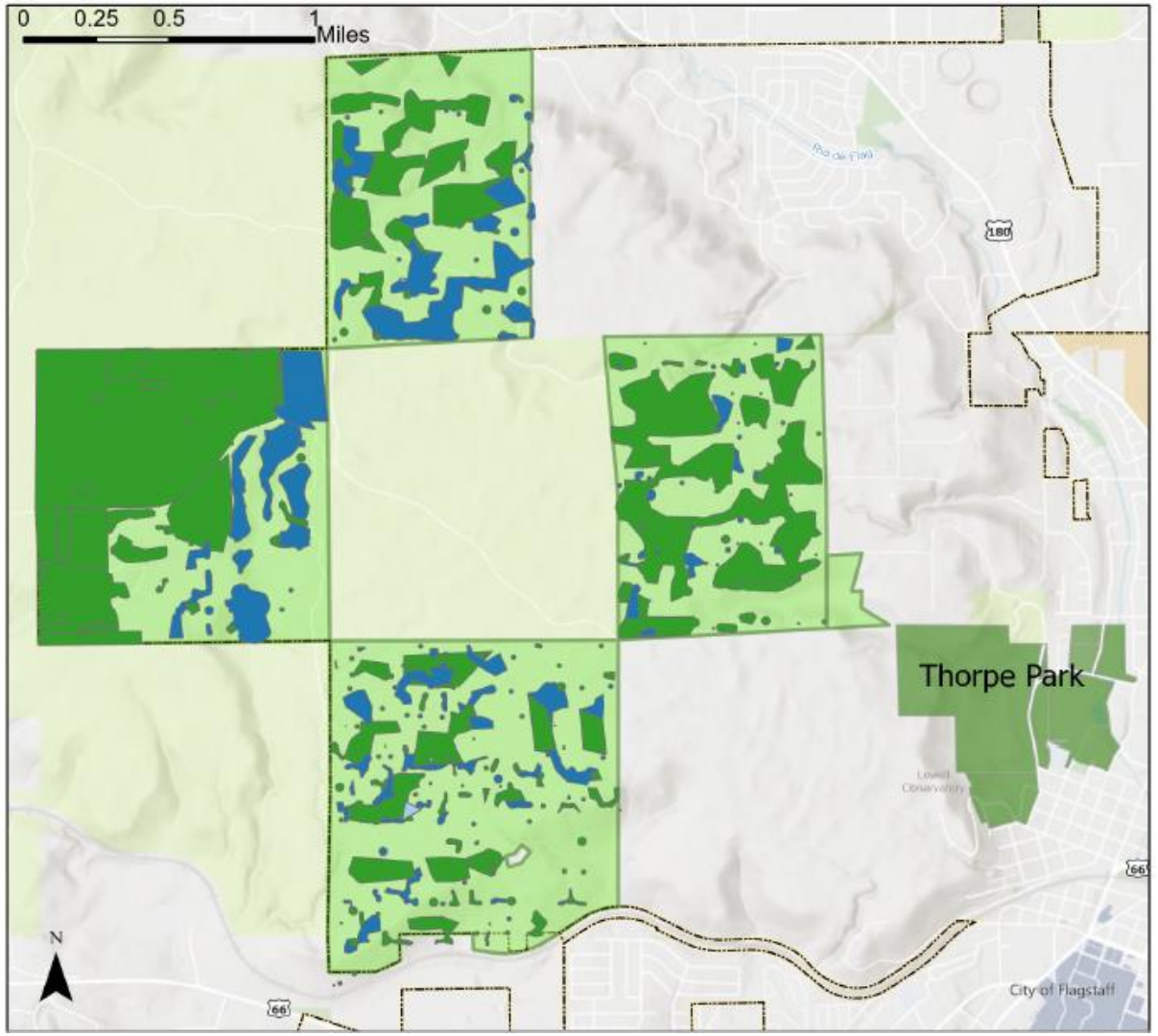
- Two full-time employees, & a one-year grant-funded position (2023)

What we are working to achieve

- Manage 3,000 acres of Open Space
- Complete an Open Space System
- Share benefits through education

How are we moving forward

- Observatory Mesa Trail Plan
- Picture Canyon Grant: restoration & trails
- Invasive Plant Grant: $111,500

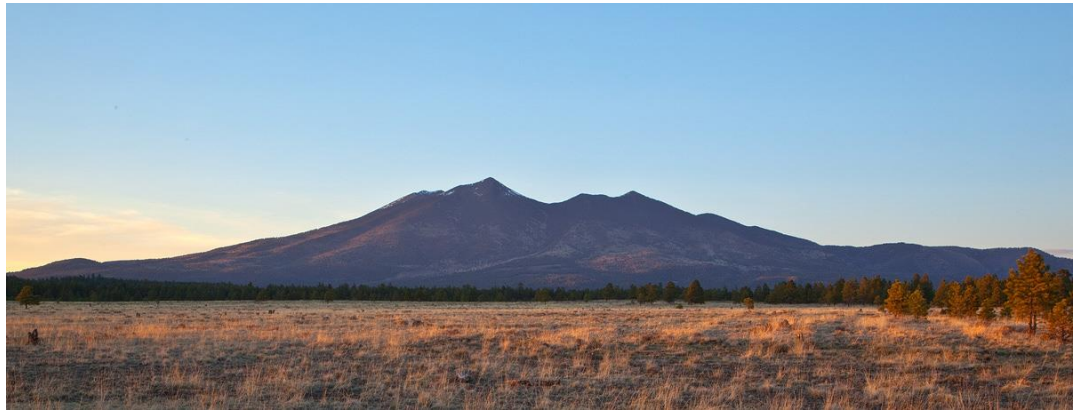


What Will This Grant Achieve

- Invasive Plant Grant – *Federal Funding*
  - Contribute $111,500 toward managing weeds and restoring for the Observatory Mesa area, for two years

  - Complete Objectives:
    - Focus on two adjoining locations Observatory Mesa (2,200 acres) and Thorpe Park (172.9 acres).
    - Invasive plant prevention and control, 372 acres for two years





What Is The City Agreeing To?

- A completed grant agreement
- $11,500 match, Open Space base budget allocation. Total project cost $111,500.
- Detailed status quarterly reporting
- Required to submit “deliverables”
  - Documentation of treatments
  - Project sustainability (continued weed management).



How Grant Acceptance Meets City Goals

Maintains Service Level

- **Section goals:**
  - Maintain, restore, and enhance the natural ecosystem
  - Protect diverse and healthy wildlife populations.
  - Secure funding through grants



- **Community goals:**
  - Supports all 7 PBB Priorities
  - Climate Neutrality Plan
    - Priority one: Neighborhoods - Inclusive Recreation
    - Priority four: Commitments - Healthy Forests and Open Spaces



Questions?









CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sam Beckett, Public Works Streets Section Director
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with Empire Southwest for a 2023 Cozad Slide Axle Trailer in the amount of $130,342.68

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Empire Southwest for a 2023 Cozad Slide Axle Trailer in the amount of $130,342.68; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Streets Section house the largest fleet of commercial and construction equipment in the City, much of this equipment cannot be driven on the roadways safely and must be transported. The Streets Section has been working diligently to find more efficient and carbon reducing method to move equipment around the City, and in response, has identified a new Cozad Slide Axle Trailer. This purchase will make transporting equipment more efficient by being able to move multiple pieces of equipment. The use of the Cozad Slide Axle Trailer will also provide the Streets Section the opportunity to trade out three older trailers that do not meet Arizona Department of Transportation regulations. Additionally, the purchase will reduce the number of transports needed for each job and reduce the burden of the Fleet team who is constantly repairing the old trailers that the Streets Section currently use.

Financial Impact:

The Streets Section was approved $140,000 through the FY2022-23 Budget cycle to purchase th Cozad Slide Axle Trailer utilizing Highway User Revenue Funds (HURF) in account 040-06-161-0614-6-4401.

Policy Impact:

The policy implication is that this purchase and equipment supports the mission to provide a high level of service possible while reducing the City's carbon footprint.

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

Carbon Neutrality Plan

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system. This purchase would also directly align with the City's carbon neutrality plan by reducing our carbon foot print through the reduction of diesel engine run times.

Has There Been Previous Council Decision on This:

The purchase directly aligns with the City's commitment to ensuring the highest level of service possible for residents and visitors while working to reduce the City's carbon footprint. These service commitments have been discussed at several public City Council meetings where public comment is always welcomed.

Background/History:

The City will be using a Local Government Purchasing Cooperative Contract #212816-01 with the City of Tucson Procurement Department, Public Sector to purchase the 2023 Cozad Slide Axle Trailer. This Cooperative Purchase Contract will ensure better pricing for the equipment.

Expanded Financial Considerations:

There are no expanded financial considerations with this purchase. It is proposed to be fully funded in the FY2022-2023 budget utilizing Highway User Revenue Funds (HURF).

Attachments:

Contract 2023-90
Exhibit A - Quote for 2023 Cozad 35 Ton Trailer
Cozad Trailer Pictures
Exhibit B.1
Exhibit B.2
Exhibit B.3

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-90

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, a California Limited Liability Company a/k/a Empire Truck and Trailer ("Contractor").

RECITALS:

A. Contractor is a fully authorized dealer of Caterpillar Inc. products;

B. Caterpillar Inc. holds a Local Government Purchasing Cooperative Contract #212816-01 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:

2023 COZARD 35 TON SLIDE AXLE TRAILER

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 the Scope of Work attached hereto as *Exhibit A.*

3. Payment: Payment to Contractor for the materials provided are **one hundred thirty thousand, three hundred and forty-two dollars and sixty-eight cents ($130,342.68) 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 MS100520 (attached)

EXHIBIT B
AGENCY CONTRACT

1. **Contract #212816-01 City of Tucson Department of Procurement** (attached)
2. **Executive Summary Caterpillar** (attached)
3. **Intent to Award** (attached)

EMPIRE TRUCK AND TRAILER
840 N. 43rd Avenue
Phoenix, AZ 85009
602-627-5721 / Phone
602-627-5719 / Fax
www.empirecat.com

Quote-Sales Order

Customer:
City of Flagstaff

Date: 10/05/22
Quote: MS100520

Quote Expires: 11/04/22
Est. Delivery Date:
This Sale Is FOB: Phoenix, AZ

Contact: Michael Stress
Phone:
Fax:
Cell:
Email: mstress@flagstaffaz.gov

Stock # Order

Qty	*Description*	*Unit Price*	*Extension*
1	**2023 Cozad 35 Ton Slide Axle Trailer**		118,720.00
	Vin# TBD		
	November 2022 Completion Estimated		
	Freight		3,800.00
	NJPA Contract #161534 Discount (2%)		(2,374.40)

Subtotal	$ 120,145.60
F.E.T	N/A
Trade-In Value	$ -
Sales Tax (8.3%)	$ 9,972.08
Doc Fee	$ 225.00
Prep Fee	$ -
License Fee	$ -
Down Payment	$ -
Total	$ 130,342.68

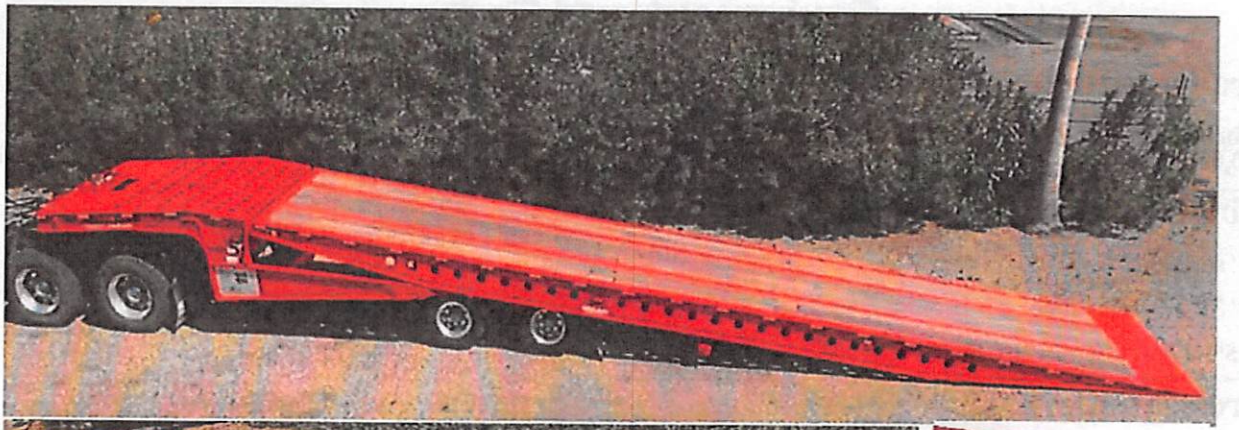
_____ _____
Date
City of Flagstaff
Michael Stress

_____ _____
Empire Truck and Trailer *Date*
Salesperson *Mike Shannon*

_____ _____
Empire Truck and Trailer *Date*
Approved
Order requires approval by manager of selling firm.

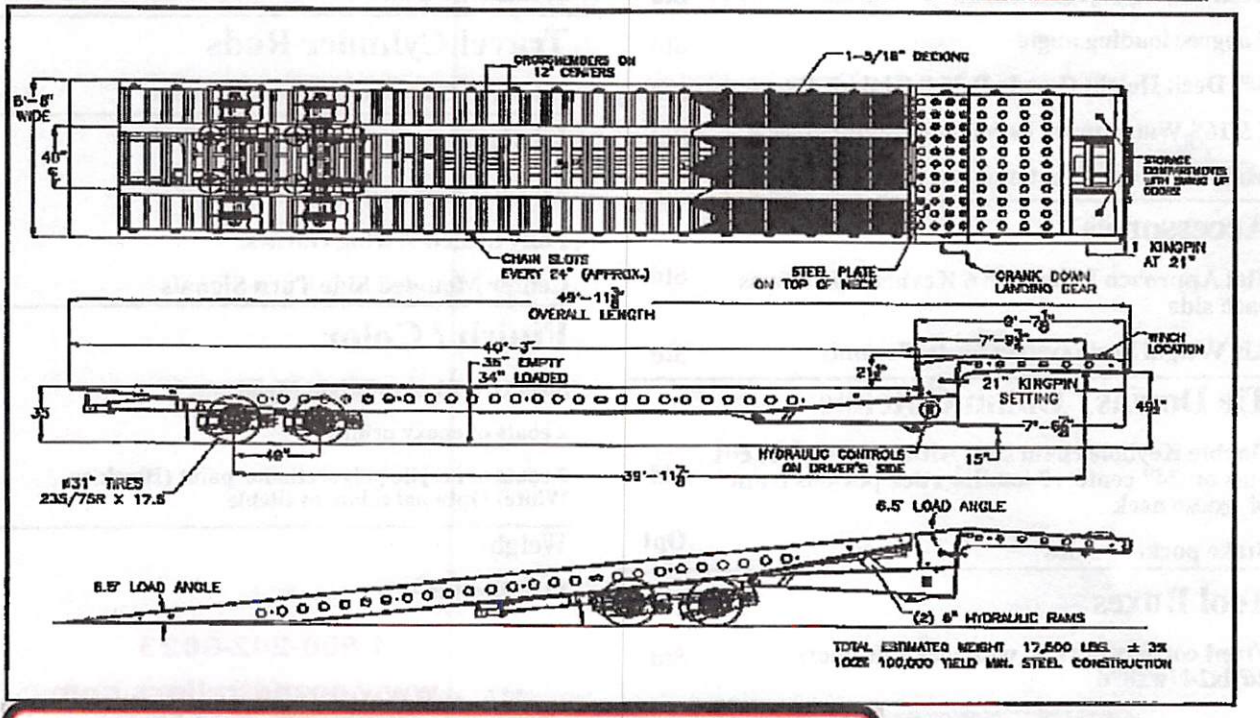
AZ Form 5000 is required before release of equipment on all tax exempt sales.
Dealer is not responsible for factory lead time changes and/or delays. License to be determined at delivery time.

COZAD "NEW" 35-TON SLIDE AXLE TRAILER









COZAD!

"THE FINAL WORD IN HEAVY HAUL"

WORLD CLASS TRAILERS,
WORLDWIDE DISTRIBUTION

1-800-242-6023

www.cozadtrailers.com

COZAD NEW 35 Ton Slide Axle Standard and Optional Equipment and Features

Trailer Structure

Fabricated from ASTM A514M with minimum 100,000 PSI Yield	Std

Kingpin Settings

21" setting	Std
80" Swing Clearance	Std
2" 5th-wheel kingpin Hitch	Std

Crossmembers -12" Center

Big-3"x10" on 24" centers	Std
Small- 3"x4" between each big cross members	Std

Winch

12,000lbs Hyd. Worm gear with spring tension and 75' of ½" cable	Std
20,000lbs Hyd. Worm gear with spring tension and 75' of 5/8"" cable	Opt

Deck and Features

Length 40'3" Width 8'6" Flat Deck	Std
Deck Rating 50,000 lb. in 10'	Std
7 degree loading angle	Std
34" Deck Height (Loaded) 36 " (Unladed)	Std
1 5/16" Water-proof Laminated Bamboo deck	Std
Main Deck 4ea Front and 4ea Rear HD Rollers	Std

Accessories

Flat Approach Plate with 6 Keyhole Tie downs each side	Std
Air Weight Scale system for trailer only	Std

Tie Downs / Chain Gotchas

Double Keyhole chain slots with stake pocket cut outs on 24" center. 2 loading rack pockets front of goose neck	Std
Stake pocket guides	Opt

Tool Boxes

Front corners of G.N. with lockable doors 26"lx24"wx8"d	Std

Landing Gear

Two speed crank down landing gear	Std

Brakes

S-cam12.25x7.5 on 17.5 with auto slack adjusters ABS	Std

Suspension / Axles

Hendrickson Air Ride HT250US	Std
(2) 22,500 lbs. Axles Hub piloted 8 stud, grease packed bearing	Std

Tires / Rims

8ea 235/75R 17.5 16 ply Tires Ht 31"	Std
17.5x6.75 8 Hole Machined Aluminum Rims	Std
Polished Aluminum wheels on 4 outside wheels	Opt
One complete spare on a 8-hole 17.5 machined aluminum wheel (mounted on GN	Opt

Hydraulic Hook-Up

Quick Couplers 2500 psi /20 GPM all Controls, 24 GPM max All Stainless steel lines and SAE 100RE2AT hose	Std

Travel Cylinder Rods

Fitted with Concertina boot over Hyd. Ram	Std

Lights

All LED rear and side	Std
Fully Sealed Wiring Harness	Std
Center Mounted Side Turn Signals	Std

Finish / Color

Steel Grit Blast to Bright Metal	Std
2 coats of epoxy primer	Std
2 coats of acrylic polyurethane paint (Black or White) Optional colors available	Std

Weight

17,650lbs +or -3%

1-800-242-6023
www.cozadtrailers.com

COZAD!
"THE FINAL WORD IN HEAVY HAUL"

WORLD CLASS TRAILERS,
WORLDWIDE DISTRIBUTION

TEL: 209-931-3093

FAX: 209-931-0239

COZAD TRAILER SALES, LLC

4907 E. WATERLOO ROAD
STOCKTON, CA 95215-2096
www.cozadtrailers.com

June 21, 2022
Revised from 4/27/22 quote

Mike Shannon
Empire Truck & Trailer
840 N 43rd Avenue
Phoenix, AZ 85009

TEL: 602-627-5701
CELL: 602-622-5601
E-mail: mike.shannon@empire-cat.com

REF: PO #E189217SM

Dear Mike;

Following is a *revised* quote for one new 2023 Cozad Lightweight 35-ton, 2-axle, 4-frame, 8-tire New Hydraulic Slide Axle Trailer with a fixed gooseneck. Our standard specifications built with 100% T-1 high tensile Swedish Strenx 700 steel are as follows:

Gooseneck: Wide design, Fixed 9'7" long with 1 pin setting Deck Loading Angle 7 degrees
Deck Width: 8' 6" Flat Deck Deck Length: 40' OAL: 49' 11"
Deck Height: 36" unloaded; 34" loaded *(est. only)*
Decking: 1- 5/16" Apitong hardwood
Tires: 16-ply 235/75R17.5 @ 31" ht.
Suspension: Air Ride — Ridewell
Axles: 2 @ 22,000 lb on 49" axle spacing
Wheels: STD steel disc white 8-hole—6.75 x 17.5
Brakes: S-cam 12.25" x 7" on 17.5 with auto slack adjusters w/ABS Hydraulic Lines all Stainless Steel
Paint: 2 coats epoxy primer + 2 coats acrylic polyurethane paint *(Imron Brand); Standard Cozad White or Black*
Accessories: All LED lights – 1 ¼" side lights on GN & deck, wide load light plugs, and flag holders
Warranty One-year warranty @ FOB Stockton, California

Estimated delivery is a minimum of 6 months from receipt of signed order and a 20% non-refundable deposit. Estimated delivery time is subject to change based on in-house workload at time of order placement. Estimated unit weight on aluminum wheels *(no options)* is 18,000 lbs +/- 3%. **addition of available options listed below may add to tare weight. Please note*-financing must be in place prior to completion; balance of sale is due upon completion of trailer. This quote is good for seven (7) days only. All trailer sales are F.O.B Stockton, CA

AVAILABLE OPTIONS LISTED BELOW; *ADD PRICING TO BASE UNIT PRICE per trailer*			YES	NO
Optional	Engine package to run bigger flow hydraulic pump system enclosed under Gooseneck area w/aluminum door / 23.5 hp Kohler pony motor with electric start; added wt. 350-400 lbs	$ 10,000.00		
Optional	Meritor Air Inflation system to keep constant air to tires for better tire wear @ $950 per axle x 2	$ 1,900.00	X	
Optional	One (1) complete spare on an 8-hole 17.5 machined aluminum wheel	$ 775.00		
Optional	Four (4) outside polished aluminum wheels @ $95 each	$ 380.00	X	
Optional	Spare tire bracket in front Gooseneck installed upright w/ pin lock	$ 450.00		
Optional	Synthetic rope 9/16" x 99' in lieu of std 5/8" x 75' wire rope	$ 700.00		
Optional	Chain slot strip 12" wide down center deck, full length	$ 2,850.00	X	
Optional	Fold-down spring-loaded step-1 ea side of GN with grab handles 1 ea side	$ 850.00	X	
Optional	Air Weigh air scale system installed onto trailer only-not into tractor-newest model avail (SC $950)	No Charge	INCLUDED	
Optional	20,000 lb Hydraulic winch set up for PTO; mounted in GN w/ 75' cable hook (Std Chrg $5,200)	No Charge	INCLUDED	
Optional	Hand held wireless remote installed that operates the winch & slide axle (Std Chrg $1,500)	No Charge	INCLUDED	
Optional	Crank down drop legs; 2-speed (Std Chrg $1,200)	No Charge	INCLUDED	
Optional	Machined aluminum 8-hole 17.5 wheels @ $305 ea x 8 (less wt 248 lbs) (Std Chrg $2,440)	No Charge	INCLUDED	
Optional	Crossmembers on 12" centers in lieu of std 24" centers for HD forklifts (Std Chrg $3,500)	No Charge	INCLUDED	
Optional	Deck cutout holes in top frame rails (19 per side) for 3/8" chain (Std Chrg $1,750)	No Charge	INCLUDED	
Optional	2 Toolboxes in front corners of GN w/steel lid and pin to lock 24"x 26" x 8" (Std Chrg $1,700)	No Charge	INCLUDED	
Optional	Standard Cozad Black or White paint	No Charge	INCLUDED	

***Federal Excise Tax @ 12%, California State Sales Tax, tire recycling fees, DMV license fees, trip permit fees, admin fees, env fees, and doc fees*

Thank you for your interest in Cozad Trailers. Please feel free to call me if you have any questions or require any further information.

Tom Pistacchio
tomp@cozad.net
COZAD FINANCING AVAILABLE!

Customer Approval: _____

Date: _____ **Deposit Amount: $**_____

BUILD SHEET

salesman: Tom Pistacchio

COZAD TRAILERS LLC.
4907 WATERLOO ROAD
STOCKTON, CA 95215
(209) 931 –3093

JOB # 2202 and 2203
SLIDE AXLE TRAILERS

ORDER DATE: 5/6/22 REV 6/21/22
DELIVERY DATE: 11/9/22
ATTN: Mike Shannon
CELL: 602-622-5601
ATTN:
CELL:

SOLD TO: Empire Truck & Trailer
ADDRESS: 840 N. 43rd Avenue
CITY: Phoenix
TELEPHONE: 602-627-5701
EMAIL: mike.shannon@empire-cat.com
STATE: AZ ZIP: 85009

DESCRIPTION

MODEL ☒ 35 TON TANDEM ☐ 45 TON TRIDEM
WIDTH 8' - 6" LENGTH 49' - 11"
APPR. FOR CONST. BY:
DATE:

TRACTOR TYPE: ☒ 3 AXLE ☐ 4 AXLE FRONT AXLE CAPACITY 15,000 LB FIFTH WHEEL HEIGHT 50"
TRACTOR RAILS: ☐ YES ☒ NO

SPECIFICATIONS

FRAME: 4 FRAME

DECK:
LENGTH 40' WIDTH 8' 6" HEIGHT 36"est
☒ WINCH ROLLER FRONT OF DECK
NOTE:

DECKING:
1-5/16" B AMBOO ☐ 1-5/16" APITONG ☒
NOTE:

GOOSENECK:
☐ WINCH ROLLER IN CENTER
TOOL B XO ☒ YES ☒ TOP LIDS ☐ SIDE LIDS
NOTE:

AXLES: 22,000 LB. CAPACITY 71-1/2" TRACK (STD.)
8 STUD ISO HUB PILOT 275 PCD ☐ GREASE ☒ OIL

BRAKES: DRUM ☒ ABS

SUSPENSION: AIR-RIDE ☒ 8 TIRE ☐ 12 TIRE
~~XEROGRAPHIC XXXXXXXXX~~ 49" AXLE SPACING (STD)
AIR INFLATION: YES ☒ NO ☐
NOTE: RIDEWELL SUSPENSION

WHEELS: QUANTITY 8 No. OF HOLES: 8 - ISO 275 ~~ACD~~ PCD
SIZE: 6.75X17.5 ALU MINU M- MILL FINISH
☒ POLISHED WHEELS QTY: 4
TIRES: MAKE std Stock SIZE 235/75R17.5 ØDIA. 31"
PAINT COLOR: ☒ WHITE ☒ B LACK
NOTE: ONE TRAILER EACH COLOR

OPTIONS:

YES	NO
☐ KOHLER 23. 5 HP ENGINE AND HYD. PUMP MOUNTED TO TRAILER	☒
☒ WINCH WITH 75' CABLE ☐ 12,000 LB. ☒ 20,000 LB.	☐
☐ SPARE TIRE CARRIER ☐ UNDER GOOSENCK ☒ ON REMOVABLE FRONT RACK	☒
☐ STAKE POCKETS	☒

MISC. ITEMS:

YES	NO
☐ OVERSIZE LOAD SIGN	☒
☐ STROBE LIGHTING POSITION:	☒
X FLAG HOLDERS (STD.)	
X WIDE LOAD LIGHT PLUGS (FRONT AND REAR STD.)	

OPTIONS, ADDITIONAL ITEMS, NOTES:
1) Install fold down, spring-loaded side step at GN base; 1 ea side - 2 ea trailer
2) Install grab handles on side of upper GN corner; 1 ea side - 2 ea trailer
3) Install 12" wide steel plate down center w/chain slot cut-outs; full length

BY SIGNING BELOW, CUSTOMER APPROVES OF SPECIFICATIONS AS SHOWN ON THIS BUILD SHEET.
THIS FORM MUST BE SIGNED, DATED, AND RETURNED TO COZAD TRAILERS TO BEGIN PRODUCTION.
RETURN TO: FAX 209-931-0239 OR E-MAIL TO BECKYH@COZAD.NET. THANK YOU!
CUSTOMER APPROVAL:
PRINTED NAME: DATE:





City of Tucson, AZ

Contract #212816-01

for

Heavy Equipment, Parts, Accessories, Supplies and Related Services

with

Caterpillar, Inc.

Effective: October 3, 2022

The following documents comprise the executed contract between the City of Tucson, AZ and Caterpillar, Inc. effective October 3, 2022:

I. Vendor Contract and Signature Form
II. Supplier’s Response to the RFP, incorporated by reference

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

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Caterpillar, Inc. Insurance Documents
Caterpillar, Inc. and OMNIA Partners
National Cooperative Agreement

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Negotiation Confirmation Letter

September 6, 2022 ***Sent via email, this day***

Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavelka_tirena_l@cat.com

Subject: Request for Proposal No. 212816 -Heavy Equipment, Parts, Accessories, Supplies and Related Services
Negotiation Confirmation Letter

Dear Ms. Tirena Pavelka:

Based on previous responses, discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. 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 such in a written response to this request.

The following agreement has been made between the City of Tucson and **Caterpillar, Inc.,** with regard to Request for Proposal No. 212816 and incorporates the documentation as delineated in the following order of precedence.

Order of Precedence:

The following documents comprise the order of precedence of the executed contract.

Item 1. Negotiated Confirmation Letter, dated September 6th, 2022.

Item 2. Caterpillar Inc., Intent to Negotiate and BAFO response and email and attachments, dated August 17th and 23rd, 2022.

Item 3. Caterpillar Inc., Intent to Negotiate – Exceptions response and email dated July 29th, 2022.

Item 4. Caterpillar Inc., Request for Clarifications response and email dated December 1st, 2021.

Item 5. Caterpillar Inc., Response to Request for Proposal dated September 10th, 2021.

Your response to this letter must be received by the City's Business Services Department no later than ***Friday, September 9th, 2022, 4:00 PM Local Arizona Time.***

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

Concurrence: Tirena Pavelka Date: 9/9/2022

Tirena Pavelka, Government Sales Account Manager
Caterpillar, Inc.

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

(BAFO) – Price Page - Redacted

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Effective with sales to the first user on or after July 1, 2021

CATERPILLAR LIMITED WARRANTY

Rubber Track used on Multi Terrain Loader, Compact Track Loader and Mini Hydraulic Excavator

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants Cat® and Yellowmark™ 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.

The standard warranty period for new Yellowmark rubber tracks used on Multi Terrain Loaders , Compact Track Loaders and Mini Hydraulic Excavators is 12 months or 750 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

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Yellowmark rubber tracks:

Allowance (%) = (1-Track hours/750 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 Respons bilities."
- 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....)

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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, telephone 1 (309) 675-1000, or go to URL www.cat.com, Find Your Dealer

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 100,000 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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DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Effective with sales to the first user on or after July 1, 2021

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).
- HPU300 for use with 300.9D VPS
- 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 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines, HPU300, 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 telehandlers, 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 work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale 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.

(Continued on reverse side…)

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- 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.

PLEASE SEE IMPORTANT TERMS AND CONDITIONS ON PAGE 3 & 4

(Continued on reverse side…)

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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, , telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

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 COMPONENT WARRANTIES 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.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

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 100,000 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

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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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INVOICE

MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
FLEET DEPARTMENT-ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

SHIP TO

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	1

AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER
S81214	06-12-20			10		779937

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	246D3 CA	KC601016			2.00 E158366

CUSTOMER CONTACT: JIM SEEDS

	EQUIPMENT SALE		
	CATERPILLAR MODEL 246D3 CA		
	246 CAB SKIDSTEER		
1.0	ID NO: E158366 SERIAL NO: KC601016		56531.00
	PIN: *CAT0246DPKC601016*		
1.0	.		
	WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP		
	TRAVEL AND MILEAGE FOR 12 MONTHS		
1.0	.		
	EQUIPMENT SALE		
	CATERPILLAR MODEL 68"IG BU *		
	SSL- GRAPPLE BUCKET		
1.0	ID NO: E159492 SERIAL NO: A419CGB30054		
	EQUIPMENT SALE		
	CATERPILLAR MODEL DEBRIS KIT *		
	MISC ATTACHMENTS		
1.0	ID NO: E159958 SERIAL NO: KIT.E159958		
	EQUIPMENT SALE		
	CATERPILLAR MODEL TURBODBRKT *		
	MISC ATTACHMENTS		
1.0	ID NO: E159960 SERIAL NO: KIT.E159960		
	EQUIPMENT SALE		
	CATERPILLAR MODEL 246D3 CA		
	246 CAB SKIDSTEER		
1.0	ID NO: E159956 SERIAL NO: KC601071		56531.00
	PIN: *CAT0246DVKC601071*		

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieseltruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

EMIN1811

PAY THIS AMOUNT USD	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879

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INVOICE

EMPIRE CAT

MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
FLEET DEPARTMENT-ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

SHIP TO

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	2

AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER
S81214	06-12-20			10		779937

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	246D3 CA	KC601016			2.00 E158366

1.0 .
WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP
TRAVEL AND MILEAGE FOR 12 MONTHS

1.0 .
EQUIPMENT SALE
CATERPILLAR MODEL 68"IG BU *
SSL- GRAPPLE BUCKET

1.0 ID NO: E159957 SERIAL NO: A4201GB30087

EQUIPMENT SALE
CATERPILLAR MODEL DEBRIS KIT *
MISC ATTACHMENTS

1.0 ID NO: E159959 SERIAL NO: KIT.E159959

EQUIPMENT SALE
CATERPILLAR MODEL TURBODBRKT *
MISC ATTACHMENTS

1.0 ID NO: E159961 SERIAL NO: KIT.E159961

* ATTACHMENT WARRANTY: STANDARD MANUFACTURER'S

S.O.S. (SCHEDULED OIL SAMPLING) IS REQUIRED TO
MAINTAIN WARRANTY ELIGIBILITY

TERMS: NET 10

STATE/COUNTY TAX	6896.78
CITY/OTHER TAX	2261.24

.

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at https://www.arb.ca.gov/dieseltruck, https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm, or https://www.arb.ca.gov/portable/portable.htm.

EMIN1811

PAY THIS AMOUNT USD	122220.02

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PO BOX 29879
PHOENIX, AZ 85038-9879

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STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	1
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
04/01/21	EMWK3120519	3360291	38720	859.98	
04/07/21	EMWK3122688	3367222	38720	430.63	
04/16/21	RTFR400906	3354693 98CR #2			516.75
04/23/21	EMWK3129062	3480724	38720	430.63	
05/27/21	EMRA0282745	B7192802	38720	15,489.75	
06/03/21	EMWK3149801	3484915	40493	7,074.60	
06/04/21	EMWK3150452	3491806	38720	722.11	
06/28/21	EMWK3159315	3496434	38720	438.63	
06/28/21	EMWK3159316	3497486	38720	263.18	
07/02/21	EMWK3163837	3492566	40493	7,074.60	
07/19/21	EMWK3169966	3505720	40493	11,472.62	
07/22/21	EMPC0727957	02R083012	3491361		2,253.77
08/02/21	EMWK3178006	3501589	40493	6,802.50	
08/09/21	EMWK3181021	3509532	38720	175.45	
08/09/21	EMWK3181022	3509559	38720	263.18	
08/09/21	EMWK3181023	3509637	38720	350.90	
08/11/21	EMWK3182184	3508669	38720	1,301.70	
08/11/21	EMWK3182185	3509920	38720	1,121.80	
08/11/21	EMWK3182186	3510286	38720	545.69	
08/11/21	EMWK3182187	3510770	38720	526.35	
08/11/21	EMWK3182188	3510894	38720	438.63	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	2
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
08/11/21	EMWK3182189	3511554	38720	175.45	
08/11/21	EMWK3182190	3511559	38720	175.45	
08/12/21	EMWK3182760	3503390	38720	350.91	
08/12/21	EMWK3182761	3506266	38720	626.97	
08/12/21	EMWK3182762	3508655	38720	263.18	
08/17/21	EMWK3184392	3507543	38720	1,767.80	
08/19/21	EMWK3185065	3501747	38720	5,181.37	
08/19/21	EMWK3185503	3510384	38720	2,137.38	
08/19/21	EMWK3185504	3511542	38720	438.63	
08/19/21	EMWK3185505	3511928	38720	263.18	
08/19/21	EMWK3185506	3511931	38720	350.90	
08/19/21	EMWK3185507	3511985	38720	175.45	
08/19/21	EMWK3185508	3512162	38720	350.90	
08/19/21	EMWK3185509	3512364	38720	701.80	
08/19/21	EMWK3185510	3512474	38720	438.63	
08/19/21	EMWK3185511	3512533	38720	350.90	
08/19/21	EMWK3185512	3512998	38720	964.98	
08/25/21	EMWK3187983	3515913	40493	10,890.90	
08/26/21	EMWK3188520	3506796	38720	934.78	
08/26/21	EMWK3188521	3511143	38720	4,869.55	
08/26/21	EMWK3188522	3513233	38720	2,294.08	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	3
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
08/27/21	EMWK3189059	3514300	38720	175.45	
08/30/21	EMWK3189703	3510054	38720	525.46	
08/30/21	EMWK3189704	3512771	38720	1,392.32	
08/31/21	EMWK3192233	3513623	38720	1,643.89	
09/02/21	EMWK3193188	3514582	38720	350.90	
09/02/21	EMWK3193189	3514626	38720	207.51	
09/02/21	EMWK3193190	3514953	38720	757.36	
09/02/21	EMWK3193191	3515078	38720	350.90	
09/02/21	EMWK3193192	3518331	40493	12,781.51	
09/02/21	EMWK3193193	3518345	40493	12,112.35	
09/02/21	EMCT0018412	A9983157		6,358.50	
09/02/21	EMCT0018413	B1537344		10,531.84	
09/02/21	EMCT0018414	B4306724		3,058.60	
09/02/21	EMCT0018415	B5202417	40493/TM&R	4,285.38	
09/02/21	EMCT0018416	B6191611	40493/TM&R	9,910.64	
09/02/21	EMCT0018417	B7386403	38720	450.00	
09/03/21	EMWK3193535	3509699	40493	7,618.80	
09/03/21	EMWK3193536	3509724	38720	1,360.60	
09/07/21	EMWK3194161	3513753	38720	182.73	
09/07/21	EMWK3194162	3513760	38720	186.37	
09/07/21	EMWK3194163	3514875	38720	350.90	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS
141,237.11	16,810.88	7,776.41	23,286.46	1,204.49

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

STATEMENT

FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	4
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT TYPE NUMBER	REFERENCE	P.O. NUMBER	CHARGES	CREDITS
09/07/21	EMWK3194164	3515144	38720	526.35	
09/08/21	EMWK3194841	3509727	38720	2,191.21	
09/08/21	EMWK3194842	3509730	38720	425.58	
09/08/21	EMWK3194843	3509737	38720	272.11	
09/08/21	EMWK3194844	3509742	38720	1,353.45	
09/08/21	EMWK3194845	3509747	38720	1,428.62	
09/08/21	EMWK3194846	3509749	38720	2,983.39	
09/08/21	EMWK3194847	3509750	38720	2,756.89	
09/08/21	EMWK3194848	3509753	38720	272.12	
09/08/21	EMWK3194849	3509754	38720	680.30	
09/08/21	EMWK3194850	3509756	38720	476.21	
09/08/21	EMWK3194851	3509758	38720	2,108.80	
09/08/21	EMWK3194852	3515176	38720	526.35	
09/08/21	EMWK3194856	3515701	38720	1,080.04	
09/08/21	EMWK3194857	3520127	38720	2,112.34	
09/08/21	EMRA0292827	B7671401	38720	9,813.98	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS
141,237.11	16,810.88	7,776.41	23,286.46	1,204.49

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3193535
Client PO #	40493
Client #	0097667
Invoice Date	09-03-21
AGMT/PSO/WO #	3509699

EM - TUCSON 2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	MANY	FUEL		1.0	

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * INVOICE SUMMARY * * *

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN
BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.
****
EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING
SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO
60% THE COST OF A NEW MACHINE.
****
*

DELIVER FUEL
28X272.10=7618.80
*

TOTAL LABOR	7618.80 *
SEGMENT 02 TOTAL	7618.80 T

LABOR INVOICE TOTAL	7618.80 *

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	7618.80
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

480-633-4000 • 1-800-EMPIRE1 • WWW.EMPIRE-CAT.COM

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	0W7K00927	7923	12601.0	E114828

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.
****
EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO 60% THE COST OF A NEW MACHINE.
****
*

CLEAN MACHINE

CLEANING FOR THE MONTH OF AUGUST 2021
---
*
8/2/2021 FLB 0.5 LUBE RATE
8/3/2021 FLB 0.5 LUBE RATE
8/5/2021 FLB 0.5 LUBE RATE
8/6/2021 FLB 0.5 LUBE RATE
8/9/2021 FLB 0.5 LUBE RATE
8/10/2021 FLB 0.5 LUBE RATE
8/12/2021 FLB 0.5 LUBE RATE
8/13/2021 FLB 0.5 LUBE RATE
8/16/2021 FLB 0.5 LUBE RATE
8/17/2021 FLB 0.5 LUBE RATE
8/18/2021 FLB 0.5 LUBE RATE
8/19/2021 FLB 0.5 LUBE RATE
8/20/2021 FLB 0.5 LUBE RATE
8/23/2021 FLB 0.5 LUBE RATE
8/24/2021 FLB 0.5 LUBE RATE
8/25/2021 FLB 0.5 LUBE RATE
8/27/2021 FLB 0.5 LUBE RATE
8/30/2021 FLB 0.5 LUBE RATE
8/31/2021 FLB 0.5 LUBE RATE

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PAY THIS AMOUNT	CONT'D
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

480-633-4000 • 1-800-EMPIRE1 • WWW.EMPIRE-CAT.COM

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

EMPIRE CAT

SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ 85726-7210

INITIAL SHIP TO

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	0W7K00927	7923	12601.0	E114828

QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION
*					
	FLD LUBE - REVE		7.50 RT HOURS		1020.45
	FLD LUBE - REVE		2.00 RT HOURS		272.12
			TOTAL LABOR SEG. 90		1292.57 *
14.00			GREASE - LB		56.00
			TOTAL MISC CHGS SEG. 90		56.00 *
			SEGMENT 90 SEQNO 90 TOTAL		1348.57 T
			STATE/COUNTY TAX		3.42 T
			CITY/OTHER TAX		1.46 T

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	1353.45
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381

480-633-4000 • 1-800-EMPIRE1 • WWW.EMPIRE-CAT.COM

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

City of Tucson

License Certificate

Business Name and Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: NAICS Code Not Yet Assigned

Issue Date: April 22, 2021

Expiration Date: December 31, 2021

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

LICENSE SECTION

Expiration Date: December 31, 2021

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, 2021

Please refer to license number in all correspondence.

By _____
Director, Business Services

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

ADDITIONAL SERVICES INCLUDED IN THIS RFP

Parts Pricing

The City of Tucson's current parts pricing is available online at parts.cat.com.
Please visit this website using your Caterpillar CWS login to view the City of Tucson's parts prices.

Oil Sampling

There is no stated discount off list for this product offering. Depending on the quantity, order volume discounts may be available.

Maintenance Plans

Empire offers a variety of maintenance plans available on this contract. There is no stated discount off list for this product offering. Empire will offer the City of Tucson, and other participating agencies, any and all discounts that are available at the time we are requested to quote any and all maintenance plans. Maintenance plans need to be custom built as pricing can vary by the hours of usage, machine model, machine location and the types and quantity of fluids used.

Training – Operator and Service

Empire offers multiple training programs that can be tailored to the City of Tucson and other participating agency's needs.

There is no stated discount off list for this product offering. Empire will offer any and all discounts that are available at the time we are requested to quote any and all training programs.

Service Related Repairs/Rebuilds

All service related repairs and/or services, including rebuilds, are available on this contract.

There is no stated discount off list for this product offering. All service related repairs and/or rebuilds will be quoted utilizing any and all discounts that are available at that time.

Financing

Financing options are available on this contract. Depending on the type of financing, Empire will shop rates with a minimum of three (3) lenders to offer the best rates possible.

Telematics Installs – Subscription Fees/Software Updates/Technology Updates

Updating, and/or adding technology, fees for subscriptions, or updates is included in this contract. There is no stated discount off list for this product offering. Empire will provide quotes upon request and offer any and all discounts that are available at that time.

Transport

Empire transport has the ability to move the largest to smallest freight for the City of Tucson and other participating agencies. There is no stated discount off list for this product. Empire will apply any and all discounts on freight services at the time we are requested to quote.

New or Future Services

For any new or future service(s), that is not included in our response, we will provide the City of Tucson a written letter requesting approval to add any new services we provide. We will include a detailed description of the type of service(s) we offer, as well as any stated discounts (if applicable) that would be available to the City of Tucson and to other participating agencies.

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OMNIA PARTNERS TRADEMARK LICENSE ADDENDUM

This Addendum is by and between OMNIA PARTNERS, 840 Crescent Centre Dr, Suite 600, Franklin, TN 37067 ("OMNIA") and Caterpillar Inc., having its principal place of business at 510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Omnia and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to offer for sale equipment, products, and/or services to OMNIA and entities that access OMNIA'S cooperative purchasing contracts ("Contract").

OMNIA and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses, and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

A. GRANT OF LICENSE. During the term of the Contract:

1. OMNIA grants to Vendor a royalty-free, worldwide, non-exclusive, non-transferable right and license to use OMNIA's Licensed Trademarks in advertising and promotional materials for the purpose of marketing OMNIA's relationship with Vendor.

2. Vendor grants to OMNIA a royalty-free, non-exclusive, nontransferable right and license to use Vendor's Licensed Trademarks in the United States in advertising and promotional materials for the purpose of marketing Vendor's relationship with OMNIA.

C. OWNERSHIP; USE; QUALITY CONTROL.

1. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

2. Neither Party may alter the other Party's Licensed Trademarks from the form and use guidelines provided by the other Party, and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

3. Each Party agrees to use the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

CAT #: TM-
Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up, or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

D. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

E. TERMINATION.

1. Contract Termination. Unless earlier terminated in accordance with this Section E, this Addendum expires immediately upon the expiration or termination of the Contract.

2. Termination for Convenience. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

3. Termination for Breach. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

4. Effect of Termination. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo (except OMNIA's pre-printed catalog of vendors which may be used until the next printing). Upon termination of this Addendum, both Parties shall cease using the other Party's mark on any new advertising or promotional materials.

CMG

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F. MISCELLANEOUS. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties. All other terms of the Contract remain in full force and effect, unless otherwise terminated.

OMNIA PARTNERS	**CATERPILLAR INC.**
By: _____	By: DocuSigned by: Patrick Kearns 68A87926721B4E0...
Printed Name: _____	Printed Name: Patrick Kearns
Title: _____	Title: North America Industry Manager
Date: _____	Date: September 10, 2021

CAT #: TM-
Caterpillar: Confidential Green

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Negotiated Contract Exceptions

City of Tucson- RFP #212816
EXCEPTIONS REQUEST
Caterpillar Inc.
September 10, 2021
Caterpillar Response to "Intent to Negotiate Request" - dated 2/28/2022
City of Tucson Response to MS Teams meeting held on 3/25/2022
City of Tucson - all inclusive response to Caterpillar Exceptions - dated July 14, 2022
Caterpillar responses - dated July 29, 2022

B. SCOPE OF WORK

B.1.GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor or **Participating Dealer** shall provide, at no additional cost, training at initial purchase for each basic unit of equipment purchased. Training shall be supplied in one or both options as listed below. 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 or **Participating Dealer.** 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.

   TRAINING OPTIONS SPECIFIC TO THE CITY OF TUCSON ONLY

   A) The City reserves the right to videotape the initial training at no additional cost to the City of Tucson, to be used by the City as a training tool for new City employees. The City will not transfer, share or post any material, other than for the City's internal use.

   B) Initial machine delivery training will be provided at no cost to the City as indicated above. Any additional training requirements will be met by the **Participating Dealer** for an additional fee.

6. **REPAIRS:** The Contractor or a **Participating Dealer** will be responsible for transport of vehicles to and from its place of business for repairs, at no additional cost to the City, until such time as the City places the vehicle in service. Transport of the vehicle will not be delayed more than one (1) working day from the date of notification, unless both the City and the Contractor or **Participating Dealer** mutually agree to change the date of transport.

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 written specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

8. **SERVICE AND MAINTENANCE:** Contractor or **Participating Dealer** 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 on-site, the **Participating Dealer** shall be responsible for all costs, including fuel and labor of transporting vehicle(s) between the City's facility and the **Participating Dealer** service center. The method of transportation must be mutually agreed to by the **Participating Dealer** and the City prior to transport.

   For service calls, the **Participating Dealer** must provide a response within 60 minutes.

Caterpillar: Confidential Green

B.2. EQUIPMENT AND PRODUCT REQUIREMENTS

1.EQUIPMENT

A) Equipment and Product Availability: It is mutually agreed that not all equipment and products are available through this contract at all Participating Dealer locations. Participating Agencies will need to check with their Local Participating Dealer to see which equipment and products from this contract are available.

4. **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 maybe incurred in fulfilling requirement(s) for the twelve (12) -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 Local Authorized Participating Caterpillar Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by contacting Caterpillar's GCI Government Contracts group.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3.SERVICE REQUIREMENTS

1.SERVICES

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 manufacturer's 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.

   i. **City of Tucson Landfill Equipment under Warranty or Extended Warranty and/or Maintenance Services:** If in the event, a piece of landfill equipment goes down and the City has purchased the maintenance services from a Local Authorized Participating Caterpillar Dealer and if the failure is one that is covered under a purchased manufacturer warranty or extended warranty, and is projected to be down for more than forty-eight (48) hours by the Local Authorized Participating Caterpillar Dealer, then a loaner of comparable type will be provided at no charge to the City.

   ii. **City of Tucson Loaner Landfill Equipment:** In the event, a piece of landfill equipment goes down and a piece of "loaner" equipment is available, then the City of Tucson will be responsible for the freight cost, cleaning (including the labor cost), any damage (if applicable) and fuel. If, at the time of the event, a comparable type is not available, the City of Tucson and the Local Authorized Participating Caterpillar Dealer will work together to determine the City's loaner equipment requirements, to ensure that the effect on day-day landfill operations is minimized.

NOTE: The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted/negotiated, in writing, to OMNIA Member agencies by the Local Authorized Participating

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Caterpillar Dealer.

C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Participating Dealer: Local Authorized Participating Caterpillar Dealer (LAPCD), as per Caterpillar Subcontract Agreement, attached as Subcontract Agreement for Government and Other Cooperative Purchasing Contracts between (dealer) and Caterpillar Inc.

C.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 designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law as defined in the Standard Terms and Conditions and as applicable to the law of the State of Arizona.

C.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.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor or applicable Participating 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 tax-license@tucsonaz.gov.

F. SPECIAL TERMS AND CONDITIONS

F.6. PRICE ADJUSTMENT

The City will review fully documented requests for pricing model adjustment after any Contract has been in effect for twelve (12) months, as per Section B.2.4. of this Contract.

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a) Following the initial term of the contract, the Contractor may request to implement new pricing model bi-annually, every six (6) months, during the calendar year.
b) The Contractor and the City will mutually agree to a proposed pricing model. The Contractor will provide the City a minimum of thirty (30) days advance notice, from the proposed effective date.
c) Any pricing model adjustments may be considered as s factor in the contract renewal/extension process.
d) However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract unless mutually agreed by the parties or the change is not detrimental to the City.
e) Discount structure may only be unilaterally adjusted by Contractor in the event the Contractor is making an adjustment favorable to the City.
f) 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 date of the Contract extension.

F.7. MODIFICATION OF TERMS

A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Participating Dealer as a condition of their intended purchase transaction. If the Participating 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.

H. STANDARD TERMS AND CONDITIONS

H.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.

H.30. PAYMENT

The City's preferred method of payment is via credit card. However, certain Participating 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 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, or in case Participating Dealers do not accept credit card payment.

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.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and

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invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

H.42 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 (30) 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 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.

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G. INSURANCE REQUIREMENTS

G.1.The Contractor agrees to: 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 **thirty (30) calendar** days prior to termination, cancellation, or reduction in coverage in any policy. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.8.Notice of Coverage Modifications: Any changes material to compliance with this contract in the insurance policies above shall require **thirty (30) days** written notice from the Applicable Dealer to the City of Tucson. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.11. Participating Dealer: Contractor shall furnish to the City of Tucson separate certificates and endorsements for the Local Authorized Participating Caterpillar Dealer, (Empire Southwest, LLC). All coverages for the Local Authorized Participating Caterpillar Dealer shall be subject to the minimum requirements identified above.

H.20 INDEMNIFICATION

THE CITY OF TUCSON, CONTRACTOR AND PARTICIPATING DEALER EACH HEREBY WAIVE, REGARDLESS OF CAUSE, ANY CLAIM WHATSOEVER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMANGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR BUSINESS INTERRUPTION) ARISING OUT OF A BREACH OF THIS AGREEMENT BY ANOTHER PARTY OR THE RENTAL EQUIPMENT, ON ANY THEORY OF LIABILITY EVEN IF CATERPILLAR, CUSTOMER OR PARTICIPATING DEALER IS ADVISED OF THE POSSIBILTY OF SUCH DAMAGES.

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Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Request for Clarification

CATERPILLAR®

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

Dear Ms. Thompson,

Thank you for your request for clarification regarding our proposal for RFP 212816. We have engaged with the local dealer, Empire Machinery, to answer your questions as they were very specific to the Los Reales Landfill. Please find the response in the additional attachment.

As a reminder, Empire is the local dealer for the City of Tucson. The responses they have submitted may not apply to other agencies found in other local dealer territories. The answers would be specific to the needs of the local agencies and the capabilities of the local Cat Dealers.

We look forward to hearing from you as you bring your evaluations to a close.

Sincerely,

Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

Caterpillar: Confidential Green

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Empire Southwest, LLC – Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories Supplies and Related Services

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Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

EMPIRE RESPONSE

With the current availability issues that all manufacturers are facing today, Empire is not able to state with 100% confidence that we can provide a rental solution, within 24 – 48 hours, for a Waste Handler Compactor, or a Waste Handler Dozer.

Typically, Empire does not stock Landfill Compactors or Waste Handler Dozers in our standard rental fleet, but that doesn't mean we don't rent Landfill Compactors or Waste Hander Dozers to our clients.

We currently own one (1) 836 size Compactor (same size as used at Los Reales Landfill) that is available to rent, but as of today it is on rent to another client. We have no Waste Handler Dozers available in stock at this time, but are actively looking for another Waste Handler Dozer to add to our inventory.

Over the last four (4) years, Empire has owned five (5) Landfill Compactors and five (5) Waste Handler Dozers that either were, or could be available, for rent to provide relief to landfills when they were in need of a rental machine.

In the event Empire does not have a waste handling machine available in stock for the City of Tucson, Empire will use every resource possible to locate a machine including, but not limited to:

- Empire will leverage every relationship we have, with other local Governmental landfill clients, and attempt to re-rent a machine from them to help provide a rental machine to the City of Tucson. We have been successful with this approach, numerous times with other Governmental agencies.
- Empire will leverage every relationship we have with other CAT Dealers, as well as other suppliers, to search for a machine to re-rent to the City of Tucson.

Empire supports the majority of landfills in Arizona and has historically been relied upon to provide the best solutions to our Governmental clients when a waste handling machine is down for repairs, or when a rental machine is needed.

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

EMPIRE RESPONSE
The cost per hour calculation is based on the machine being located at Empire's facility in Eloy, Arizona.

- 836 Landfill Compactor cost per hour, including fuel, is $25.00 per mile
- D9 Waste Handler Dozer cost per mile, including fuel, is $20.00 per mile

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

EMPIRE RESPONSE
Empire rental rates include these charges.

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

EMPIRE RESPONSE
The sample quote that is provided is for a machine that Empire owns. If Empire does not have a waste handling machine in stock, and locates a machine as described in the two (2) bullet points in question 1, these rental(s) will be quoted with the best rates Empire can negotiate, and could be higher or lower than a machine Empire owns.

What is not included in Empire's sample quote is, any damage, machine fuel cost, or cleaning (labor cost) of the machine before the machine is called off rent. These will only be charged if applicable and quoted after the machine is called off, or returned.

Client	CITY OF TUCSON
Contact	
Phone #	
Location	LOS REALES LANDFILL TUCSON AZ

Rental Equipment Quote

http://www.empire-cat.com/rentalterms

12/1/2021

*All quotes are based on availability. This quote is valid for 30 days from the date on this quote.

Rental Sur-Charge		**Sales Tax %**	Tucson	8.70%

Machine #1	CAT 836K LANDFILL COMPACTOR			
Notes:				
Notes:				
REP Charge %		**Daily**	**Week**	**4/Week**
GET/Notes:	**Rates**		**$13,000.00**	**$30,000.00**
	REP Charge			
	Hwy. Plt. 3% Fee			
	Rental Surcharge			
	Sub Total		$13,000.00	$30,000.00
	Sales Tax		$1,131.00	$2,610.00
	Total Cost		**$14,131.00**	**$32,610.00**
Freight:	Delivery	Pickup	Sales Tax	Total Freight
Rates:	**$1,625.00**	**$1,625.00**	$282.75	**$3,532.75**
Notes/Fees:				
Notes/Fees:				

Machine #2	CAT D9T WASTE HANDLER			
Notes:				
Notes:				
REP Charge %		**Daily**	**Week**	**4/Week**
GET/Notes:	**Rates**		**$15,000.00**	**$33,000.00**
	REP Charge			
	Hwy. Plt. 3% Fee			
	Rental Surcharge			
	Sub Total		$15,000.00	$33,000.00
	Sales Tax		$1,305.00	$2,871.00
	Total Cost		**$16,305.00**	**$35,871.00**
Freight:	**Delivery**	**Pickup**	**Sales Tax**	**Total Freight**
Rates:	**$1,300.00**	**$1,300.00**	$226.20	**$2,826.20**
Notes/Fees:				
Notes/Fees:				

ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT

TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written.

Empire Rental owns & maintains a wide variety of units from Caterpillar and other Allied Equipment Manufacturers. We also have the ability to source equipment from other dealers as needed via re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of payment on Lease Purchase items, less interest, which is based off the terms of the contract. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial, on site, lube & fuel service for customer owned units. Empire has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport.

*REP (Rental Equipment Protection) will be charged at 16% of the Contract Rate if proof of Rental Equipment Insurance is not provided at rental start. Ask your Coordinator if your account has coverage.
*Overtime charges additional to quote based off of rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week,160 hours per four weeks.
*Tire damage is billed separately from tire wear.
*Fuel & DEF - All units leave full and must be returned full. For units returned and not full, Fuel @6.50/gal & Diesel Exhaust Fluid (DEF) @ $6.50/gal will be added by Empire at a charge per added gallon to the Client.
*Rent will be charged for all equipment until a call off number is obtained by the Client. Call your Coordinator to obtain call off numbers.
*Client is responsible for all G.E.T. (Ground Engaging Tools, i.e. teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel.
*All quotes based on availability. This quote is valid for 30 days from the date on this quote.

*Largest Caterpillar Training Facility in N. America for Required Technical Training
*Field Service provided by both Rental & Field Service Departments
*Re-Rent Options with other Departments and Caterpillar Dealers
*Be the Best Attitude, Ensuring Quality Service and Timely Responses
*Low Hour, Well Equipped, Current Model Caterpillar Equipment
*State of the Art Facility to Support the Velocity of our Services

*Current EPA Compliant Equipment
*Complete and Timely PM Services
*Best in Class Parts Department
*G.E.T. Inspection and Exchange
*Operator Trainers Available
*Rental Purchase Option

Mesa Apache Junction Deer Valley Eloy Tucson Flagstaff Yuma Kingman Prescott Thatcher Show Low Imperial, CA Buckeye

Quoted By: Dusty Watson **Phone: 520-746-8270** **Email: Dustin.Watson@empire-cat.com**

CITY OF
TUCSON

BUSINESS
SERVICES
DEPARTMENT

November 29, 2021 ***Sent via email, this day***

Patrick Kearns, North America Industry Manager
Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavalka_tirena_l@cat.com
Phone: (309) 675-1589

Subject: Request for Proposal No. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services - **Request for Clarification**

Dear Mr. Kearns and Ms. Pavelka,

The City of Tucson has completed the initial phase of evaluation of submittals received in response to the subject solicitation. The evaluation committee requests a written response to the questions listed below, as referenced from RFP 212816.

Pursuant to Page 9 of 39, Scope of Work, Service Requirements, Services, Rental, the ability to rent heavy equipment through the manufacturer or dealer, and **pursuant to page 18 of 39, Method of Approach, Service,** provide detailed information explaining the service capabilities of your authorized dealers.

Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

Offeror's written response to Questions 1, 2, 3 and 4 must be provided ***no later than 4:00 p.m. local Arizona time, Wednesday, December 1st, 2021.*** If you should have any questions regarding the items above, please contact me at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov.

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

File 212816

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Offer and Acceptance

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

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. Signature includes acceptance of exceptions in attached EXCEPTIONS document.

Caterpillar Inc.
Company Name

100 NE Adams St
Address

Peoria IL 61629
City State Zip

DocuSigned by:
Patrick Kearns
Signature of Person Authorized to Sign

Printed Name

Patrick Kearns, NA Industry Manager
Title

For clarification of this offer, contact:

Name: Tirena Pavelka

Title: Government Account Manager

Phone: 309-675-1589

Fax:

E-mail: Pavelka_tirena_L@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. 212816**.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 3rd day of October 2022

Regina Nassen for
As Tucson City Attorney and not personally

Awarded:

This 3rd day of October 2022

Matthew Sage for
As Director of Business Services and not personally

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. – response to RFP 212816

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

September 16, 2021

Cynthia Thompson, NIGP-CPP, CPPB
City of Tucson Department of Procurement
Contract Officer
255 W. Alameda, 6th floor
Tucson, AZ 85701

RE: Request for Proposal Number 212816, Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc, the Cat Dealer Network and Empire Southwest, LLC dba Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #212816 from the City of Tucson. We believe the current contract, #161534, is a very successful contract for all parties: City of Tucson, OMNIA Partners and Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #212816, if awarded, has three major benefits to all parties.

1) Capitalizing on the momentum of Contract #161534
Contract #161534 continues to gain momentum with the Cat dealer network. We currently have solid plans in place to continue growth through the contract and look forward to continuing the same plans through RFP #212816. Our growth goals can only be reached if RFP #212816 is awarded as a single award for heavy equipment products. As a demonstration of our commitment to growing with OMNIA, we are pleased to propose an increased administrative fee versus the fee under contract #161534 (See exceptions document attached). Additionally, Caterpillar recognizes that the City of Tucson and other participating agencies will have needs outside of the range of products offered by Caterpillar and its dealer network. Therefore, a non-competitive "multi-award" is acceptable to grow the volumes of this contract.

2) Caterpillar's product offering far exceeds any other manufacturer
Our best professional estimate is that Caterpillar offers 142 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 The City of Tucson's and member agency's needs. The result is more revenue through the contract.

3) Cat Dealers have a larger infrastructure footprint
Cat Dealers have an infrastructure -- in stores and people -- greater than all our competitors combined. Cat Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/OMNIA Partners contract: 1) A nationally recognized municipality as the Lead Agency and 2) The value of a single award.

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the cooperative contract bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure adoption by new and/or existing OMNIA Partner members. Empire continues to experience an increased level of engagement with counterparts at other dealerships who request guidance and best practice suggestions.

Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

Our response includes two sources. The first is from Caterpillar Inc., prepared by the Corporate Governmental Account Team, based in Peoria, Illinois. Caterpillar's responses pertain to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory have 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 when a local agency requests to purchase from this contract. The local Cat dealer must still agree to any additional terms and conditions the member agency may still require.

The second source for our response is Empire Machinery's input. Empire approached its submission as if preparing the 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 its authorized territory. If this submission provides value, it may be used in the OMNIA 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.

Empire also 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. Allied products enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

In addition to our response, there are three attachments which will include: City of Tucson RFP #212816 Amendment acknowledgments, a compilation of documents that were requested in the RFP, and our exceptions request.

Thank you for the opportunity to participate in this solicitation for the City of Tucson and OMNIA Partners.

Sincerely,



Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St.
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

Caterpillar: Confidential Green

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON

REQUEST FOR PROPOSAL

PROPOSAL NUMBER:	**212816**
PROPOSAL SUBMISSION DEADLINE:	**SEPTEMBER 14, 2021, 2:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	****ELECTRONIC SUBMITTALS REQUIRED**** **https://www.tucsonaz.gov/bso/**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PREPOSAL DATE:	**TUESDAY, AUGUST 17, 2021**
TIME:	**12:30 P.M. – 1:30 P.M. LOCAL AZ TIME**
	LOCATION: Click Here to Join Meeting **Or call in (audio only)** +1 213-293-2303,,312216198# United States, Los Angeles Phone Conference ID: 312 216 198#
CONTRACT OFFICER:	**Cynthia Thompson, NIGP-CPP, CPPB**
TELEPHONE NUMBER:	**(520) 837-4134**
	Cynthia.Thompson@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded 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, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received electronically by the Business Services Department at: https://www.tucsonaz.gov/bso/ until the date and time cited. **In order to allow for any issues that may be encountered, (i.e. slow internet, internet outage, uploading large documents, differing system requirements, etc.), Offerors should ensure sufficient time to upload proposal documents.** **Responses not in "Submitted" Status by the Due Date and Time stated in the solicitation WILL be rejected.**

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

PUBLISH DATE: August 10, 2021

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REQUEST FOR PROPOSAL
Heavy Equipment, Parts, Accessories, Supplies and Related Services

A. INTRODUCTION

B. SCOPE OF WORK

C. INSTRUCTIONS TO OFFERORS

D. PROPOSAL EVALUATION CRITERIA

E. VENDOR RESPONSE

F. SPECIAL TERMS AND CONDITIONS

G. INSURANCE REQUIREMENTS

H. STANDARD TERMS AND CONDITIONS

ATTACHMENTS:

A – Exhibit B - OMNIA Partners Exhibits

Attachment A, Exhibit A - Response for National Cooperative Contract
Attachment A, Exhibit B - Administration Agreement (Example)
Attachment A, Exhibit F - Federal Funds Certifications
Attachment A, Exhibit G - New Jersey Business Compliance

B – City of Tucson - Certification of Living Wage Payments Form

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A. INTRODUCTION

A.1. Summary

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 and Participating Public Agencies, as well as representative(s) to provide product and service consultations, demonstrations, and training.

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. The Contractor will have a sophisticated infrastructure including strategically located nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

A.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) 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 OMNIA Partners’ cooperative purchasing program. The City of Tucson 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 OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's

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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. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally 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 OMNIA Partners documents (Attachment A).

The City anticipates spending approximately $8.5 million over the full potential Master Agreement term for Heavy Equipment, Parts, Accessories, Supplies and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment, parts, accessories, supplies and related services purchased under the Master Agreement through OMNIA Partners is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

A.3. Contact Information

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
Email: Cynthia.Thompson@tucsonaz.gov
Phone: (520) 837-4134

Department:
Business Services

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B. SCOPE OF WORK

B.1. 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 Participating Public Agencies.

2.PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency or Participating Public Agency ordering equipment 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 or Participating Public Agency 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 City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. 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. Title and Registration per State requirements

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

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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.

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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.2. 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

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2. BALANCE OF LINE/OTHER CATEGORIES: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for heavy equipment, parts, accessories, supplies and related services. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered in the offeror's response. The City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

3. 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.

4. 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.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3. 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.

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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 Public 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 as well as providing technical product knowledge and support.

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/Programs: Other value-add services not included in above categories.

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C. INSTRUCTIONS TO OFFERORS

C.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.

Business Services Director: 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.

C.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 at least nine 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.

C.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 at least nine days prior to the proposal due

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date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. 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.

C.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.

C.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.

C.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.

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C.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.

C.8. TAXES

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

C.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, 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.

C.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.

C.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.

C.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.

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C.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.

C.14. WHERE TO SUBMIT PROPOSALS

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

NOTE: RESPONSES MUST BE IN "SUBMITTED" STATUS (SEE THE INSTRUCTION MANUAL THAT IS ACCESSIBLE ON THE LINK ABOVE FOR FURTHER DETAILS) IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS AT THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

C.15. LATE PROPOSALS

Late proposals will be rejected. It is strongly advised that offerors create their responses in the City's online bidding system well in advance of the Due Date and Time in order to allow for unforeseen circumstances such as slow internet speed, internet outage, etc. Proposals that are not in "Submitted" status at the Due Date and Time will NOT be considered.

C.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.

C.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 or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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C.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.

C.19. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

C.20. 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).

C.21. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. 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.

C.22. 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.

C.23. 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.

C.24. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

A. waive any immaterial defect or informality; or

B. reject any or all proposals, or portions thereof; or

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C. 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 Business Services 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.

C.25. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department’s Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

C.26. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Department of Business Services 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.

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D. PROPOSAL EVALUATION REQUIREMENTS

D.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

D.2. 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.

D.3. 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.4. 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.

D.5. Multiple Awards

To provide adequate contract coverage, at the City’s sole discretion, multiple awards may be made.

D.6. Shortlist

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

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E. VENDOR RESPONSE

E.1 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. Provide a response to the national program.

a. Include a detailed response to **Attachment A, Exhibit A - Response for National Cooperative Contract**. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Dealer Response
Empire Machinery will be providing a response to RFP #212816 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.

b. The successful Offeror will be required to sign **Attachment A, Exhibit B, OMNIA Partners Administration Agreement, (Example) prior to Contract award**. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

c. Include completed **Attachment A, Exhibit F. Federal Funds Certificate and Exhibit G. New Jersey Business Compliance.**

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)

Caterpillar products are sold and supported by our authorized dealer network. These dealers are established, independent businesses that understand the needs of their local customers and communities. These dealers typically have most parts on-hand and the national average for 24-hour availability is 95%. 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.

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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.

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 entities involved in providing product/services to public agencies. Transportation between facilities may be contracted out and specific details of the transportation plan 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 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 **Georgia:** Athens, LaGrange **Illinois:** Aurora, Decatur, East Peoria **Kansas:** Wamego **Minnesota:** Brooklyn Park **North Carolina:** Clayton, Sanford **Texas:** Victoria, Waco	**Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Italy:** Minerbio **Japan:** Akashi **Mexico:** Torreon **Netherlands:** Den Bosch **Poland:** Janow, Sosnowiec **Thailand:** Rayong **United Kingdom:** Desford, Stockton

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Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**China:** Langfang, Wuxi **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa **Northern Ireland:** Belfast **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Colorado:** Denver **Georgia:** Griffin, Alpharetta **Illinois:** Island Lake, LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Oklahoma:** Broken Arrow, Sulphur **North Carolina:** Winston-Salem **Kentucky:** Decoursey, Mayfield **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby, Redbank **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec, Zebrak **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, 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 $11.4B on December 31, 2020.

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. In the United States there are 45 dealers, two in Canada (see dealer map below) and 114 located outside North America.

Caterpillar and Cat 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, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. 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 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. 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.

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Image: North America 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 manufacturer 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 include but are not limited to:

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Articulated Trucks
Asphalt Pavers
Backhoe Loaders
Cold Planers
Compactors (including landfill)
Compact Track Loaders
Multi-Terrain Loaders
Dozers (including landfill)
Excavators
Forestry Equipment
Generators
Motor Graders
Off-Highway Trucks
Road Reclaimers
Site Prep Tractors
Skid Steer Loaders
Telehandlers
Track Loaders
Wheel Dozers
Wheel Excavators
Wheel Loaders
Wheel Tractor Scrapers (including landfill)

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment, as described in Caterpillar's response. Caterpillar dealers also carry non-Cat manufactured, complementary products, that are available in this bid for purchase. These products are referred to as "Allied" products. See next section for current list of Allied products.

2. Identification and description of subcategories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower, and productivity. 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 our infrastructure. We have the largest breadth of products support these applications and spend the most in research and development each year to ensure that what we sell is the best performing, most reliable, longest lived and overall best value. For more detailed information please visit:
http://www.cat.com/en_US/products/new/by-industry/construction.html

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Technology & Solutions

Information and data are quickly becoming the new normal in heavy machine operation and maintenance. Caterpillar leads the way 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 information, please visit:
http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance and core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors to pavers, to cold planers to road reclaimers. For specs and detailed product descriptions, 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 machine. This will provide an even great selection of solutions. Caterpillar currently holds the market leader position in both sales and models offered with more than 1800 different work tool options currently available. For more 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.

Additionally, Cat dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold to the City of Tucson as allied machines. Most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

As the table below illustrates, Caterpillar offers the largest number of individual models in the construction and governmental industry. With 241 different models, Caterpillar offers 142 more 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 a customer's specific application, in order to help achieve maximum utilization.

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Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	21	16	7	16	11	2
Motor Graders	15	8	2	0	2	0
Dozers	13	10	8	0	6	0
Excavators (not including mining)	43	22	18	21	21	11
Articulated Trucks	6	4	2	6	0	0
Backhoe Loaders	10	7	0	0	5	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	18	26	42
Skip Loaders (Industrial Class)	1	2	0	0	1	0
Landfill Compactors	3	0	0	1	0	0
Landfill Dozers	6	1	3	0	2	0
Scrap/Demo Material Handlers	7	0	4	0	0	0
Off Highway Trucks – Governmental Class	4	0	4	0	0	0
Asphalt Rollers – Governmental Class	8	0	0	11	19	0
Asphalt Pavers	8	0	0	8	0	0
Dirt Rollers and Compactors	33	0	0	4	6	0
Cold Planers	8	0	0	0	0	0
Reclaimers/Soil Stabilizers	2	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	7	0	0	0	0	0
Wheel Dozers – Governmental Class	3	0	0	0	0	0
Wheeled Excavators	8	1	0	6	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	241	83	48	91	99	55

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar does not market nor 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.

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Allied Products

The Allied products that are included, but not limited to, in this RFP are:

Construction and Mining
Brand
American Compaction
Arrow Material Handling
Broce Brooms
Crafco
Diamond Mowers
Dymax
Enerpac
Epiroc
Genie
HKX
JLG
Mega
Metso
Multiquip
Paladin / JRB
Jet-Vac
Road Widener
Rockland
Summit
TY Cushion
Tink
Weiler
Werk-Brau
Woods

On-Highway
Brand
Fleming
Load King
Mac
Maintainer
Murray Trailers
Rackley
Thunder Creek
Trail King
UTB

Agriculture
Brand
Challenger
Claas
Gearmore
Grouser
Fendt
Lexion
Massey Ferguson
Massey Ferguson
Massey Ferguson
Mil-Stak Inc
Nikkel Iron Works
Reynolds
Rogator
Rome Plow
Schmeiser
Stinger Inc.
Sunflower
T.G. Schmeiser
Terragator
Valmar
Wilcox
Willmar
Woods

Power Systems
Brand
ABB
Active Power
Allmand
Asco
Atlas Copco
Avtron
Crestchic
Multiquip
Progressive Solar
Stamford Newage
Sullair
Toshiba

Technology
Brand
Caterpillar
Cerragon
CrewSight
DJI Enterprises
GCEstimator Suite
Level Best
Modelogix
ProjectSight
Prolog
Quantum
RADWIN
Rajant
RealWorks
Seco
Sensemetrics
SitePro
Spectra Precision
Trimble
VICO Office
Winest

Empire Technology Companies
Names
Allen Instruments
BuildingPoint West
SITECH
TOPS

Renewable Energy
Brand
ABB
BTC Power
Fronius
Satcon
SMA America
Sun Power

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3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

Caterpillar offers a full line of work tools and attachments for the products it produces. We also have the most comprehensive line of spare parts to support current and legacy products. Note that Caterpillar does not sell equipment or services directly to end users. All products and services will therefore be provided through our North American Dealer network.

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, Caterpillar 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 all Cat dealers. Additional services and other lines of equipment may be available depending on local dealer capabilities.

Used equipment and rental equipment is included under this contract and sale/rental prices will be quoted locally at market-competitive prices.

Dealer Response

Empire's 28 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 2,200 dedicated, tenured and committed employees
- 241 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
- Over 50 Allied products that enhance production or reduce time on the job
- Over 1,500 trained service technicians
- Over 300 field service trucks
- 190+ service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives

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- $85.2 million in parts inventory
- 158,000 parts line items in stock
- 92.5% parts fill rate over-the-counter anywhere in the State
- 97.1% parts fill rate within 24 hours, anywhere in the State
- 98.1% parts fill rate within 48 hours, anywhere in the State
- 99.3% parts filled within four (4) business days, anywhere in the State
- 96.04% over-the-counter parts availability in Mesa
- 89.96% over-the-counter parts availability in Tucson
- Over 2,400 prime units and 3,500 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 50+ 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 six (6) dedicated international salesmen, plus 22 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 12%-20% higher net return over a typical disposal using an auction service.

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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

Dealer Response

As previously described, Empire carries the full line of Caterpillar products. Please see the list of website links that Empire has provided for additional accessories, parts, and supplies offered:

CONSTRUCTION & MINING	
Brand	**Manufacturer's website:**
American Compaction	http://www.acewheels.com/
Arrow Material Handling	https://www.arrowmhp.com/
Broce	https://www.brocebroom.com/
Crafco	https://crafco.com/
Diamond Mowers	https://diamondmowers.com/
Dymax	https://dymax.com/
Enerpac	https://www.enerpac.com/
Epiroc	https://www.epiroc.com/
Genie	https://www.genielift.com/
HKX	http://www.hkx.com/
JLG	https://www.jlg.com/
Mega	https://www.megacorpinc.com/
Metso	https://www.metso.com/
Multiquip	https://www.multiquip.com/
Paladin / JRB	https://www.paladinattachments.com/
Jet-Vac	http://ring-o-matic.com/
Road Widener	https://roadwidenerllc.com/
Rockland	http://www.rocklandmfg.com/
Summit	https://www.summitrubbertracks.com/
TY Cushion	http://tycushiontire.com/
Tink	http://www.tinkinc.com/
Weiler	https://www.weilerproducts.com/
Werk-Brau	https://werk-brau.com/
Woods	https://woodsequipment.com/

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ON-HIGHWAY	
Brand	**Manufacturer's website:**
Fleming	http://www.flemingtrailers.com/
Load King	https://www.loadkingmfg.com/
Mac	https://www.mactrailer.com/
Maintainer	https://www.maintainer.com/
Murray Trailers	https://www.murraytrailer.com/
Rackley	http://rackleybiltcustomtrailers.com/topic1/index.html
Thunder Creek	https://thundercreek.com/
Trail King	https://www.trailking.com/
UTB	https://drakeequipment.com/
AGRICULTURE	
Brand	**Manufacturer's website:**
Challenger	http://www.challenger-ag.com/
Claas	https://www.claasofamerica.com/
Gearmore	https://www.gearmore.com
Grouser	https://www.grouser.com
Fendt	https://www.fendt.com/us/index
Lexion	https://www.claasofamerica.com/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Mil-Stak Inc	https://www.mil-stak inc.com
Nikkel Iron Works	https://www.nikkel iron works.com
Reynolds	https://www.reynolds.com
Rogator	https://www.applylikeapro.com/
Rome Plow	https://www.romeplow.com/
Schmeiser	https://www.schmeiser.com
Stinger Inc.	https://www.stinger inc.com
Sunflower	https://www.sunflowermfg.com/
T.G. Schmeiser	https://www.t.g. schmeiser.com
Terragator	https://www.applylikeapro.com/
Valmar	https://salfordgroup.com/
Wilcox	https://www.wilcoxap.com/
Willmar	https://www.grainsystems.com/
Woods	https://www.woods.com

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POWER SYSTEMS	
Brand	**Manufacturer's website:**
ABB	https://electrification.us.abb.com/products/automatic-transfer-switches
Active Power	https://www.activepower.com/en-GB
Allmand	https://www.allmand.com/na/en_us/products/light-towers.html
Asco	https://www.ascopower.com/us/en/
Atlas Copco	https://www.atlascopco.com/en-us
Avtron	https://www.ascopower.com/us/en/products/load-banks.jsp
Crestchic	https://crestchic-usa.com/
Multiquip	https://www.multiquip.com/
Progressive Solar	https://www.progresssolarsolutions.com/
Stamford Newage	https://www.stamford-avk.com/
Sullair	https://america.sullair.com/en
Toshiba	https://www.toshiba.com/tic/power-electronics/uninterruptible-power-systems
TECHNOLOGY	
Brand	**Manufacturer's website:**
Caterpillar	https://www.cat.com/en_US/products/new/technology.html
Cerragon	https://www.ceragon.com
CrewSight	https://fieldtech.trimble.com/en/product/trimble-crewsight
DJI Enterprises	https://enterprise.dji.com/
GCEstimator Suite	https://gc.trimble.com/product/trimble-gcestimator
Level Best	www.levelbestgrading.com
Modelogix	https://gc.trimble.com/product/modelogix
ProjectSight	https://projectsight.trimble.com/
Prolog	https://gc.trimble.com/
Quantum	https://www.quantum-systems.com/
RADWIN	https://www.radwin.com/
Rajant	https://rajant.com/
RealWorks	https://geospatial.trimble.com/products-and-solutions/trimble-realworks
Seco	www.surveying.com
Sensemetrics	https://sensemetrics.com/
SitePro	www.surveying.com
Spectra Precision	www.spectralasers.com
Trimble	www.trimble.com
VICO Office	https://vicooffice.dk/en/
Winest	www.trimble.com

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EMPIRE TECHNOLOGY COMPANIES	
Name	**Manufacturer's website:**
Allen Instruments	https://www.alleninstruments.com/
BuildingPoint West	https://www.buildingpointne.com/
SITECH	www.sitechsw.com
TOPS	https://www.takeoffpros.com/
RENEWABLE ENERGY	
Brand	**Manufacturer's website:**
ABB	https://new.abb.com/ev-charging
BTC Power	http://btcpower.com/
Fronius	https://www.fronius.com/en
Satcon	http://www.satcon.com/
SMA America	https://www.sma-america.com/
Sun Power	https://us.sunpower.com/commercial-solar

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 the most robust warranty in the industry. Our 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.

Most of the new machines included under this solicitation will qualify for 12 months/unlimited hours. Some products, notably compact track loaders, mini excavators, and skid steer loaders qualify for 24 months/2000 hours.

Two examples of typical warranty statements are attached to this proposal in the ATTACHMENTS section of this RFP.

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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.

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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.

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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 **		✓	✓

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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 Caterpillar Dealers, the organization that knows the customer best. They are best positioned to see that the customer receives outstanding service for their warranty repairs. With an outstanding reputation for fairness, regardless of warranty limits, with the backing from the world leading manufacturer of construction equipment, the customer has every reason to feel secure in the value of their purchase.

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Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

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 the most robust warranty in the industry.

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.

If there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the 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 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.

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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.

Warranty repairs may be performed in the field by Empire's highly trained field service technicians (travel charges may apply).

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.

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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 owner expects 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:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@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. In addition, Caterpillar offers a Pro extended warranty for Motor Graders only. Customization of Extended Protection Plans is possible.

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Costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Cat Dealers are independently owned businesses with widely varying geographic territories, the actual costs associated to 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 individual 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 because of this contract taking place.

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 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 2020, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 21st 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.

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, Tier 4 Final, and future emissions requirements 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.

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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, in the event of an unexpected supply disruption from Caterpillar, Empire owns and operates two (2) DPF cleaning machines at our Phoenix store.

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:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669



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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 will ensure that dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, Disassembly & Assembly instructions and that their service technicians are properly trained on maintenance and repair procedures.

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. Provided detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar leads the industry in offering outstanding product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce downtime 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.

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Caterpillar's North American dealer network currently employs over 59,000 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 96 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 market rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.



Image: US Dealer Locations

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Dealer Response

Empire has 22 stores that 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 *(Agriculture)*	623-925-3020	26403 MC 85	85326
Buckeye *(Rental)*	623-474-0840	25630 W. Durango St.	85326
Casa Grande *(Agriculture)*	520-374-3500	8901 W. Highway 287	85194
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 Rutherford St.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa *(Headquarters)*	480-633-4421	256 W. Juanita Ave.	85210
Mesa *(Training Institute)*	480-633-4363	1855 S. MacDonald	85210
Mesa *(Hydraulic Service)*	480-633-4700	1835 S. MacDonald	85210
Mesa *(Precision Machining)*	480-633-4425	41 W. Iron Ave.	85210
Mesa *(Transport)*	480-633-4600	40 W. Iron Ave.	85210
Mesa *(Used Parts)*	480-633-4598	34 W. Iron Ave.	85210
Nogales *(Used Parts)*	520-287-6630	1604 N. Industrial Park Dr., Suite D	85621
Phoenix Deer Valley	623-760-1100	21230 N. Black Canyon Hwy.	85345
Phoenix *(Power Systems)*	602-333-5600	801 N. 44th Ave.	85043
Phoenix *(Truck & Trailer)*	602-962-7961	840 N. 43rd Ave.	85009
Prescott	928-499-6001	3060 Centerpointe Dr. East	86301
Show Low	928-532-2098	1501 E. Thornton St.	85901
Thatcher	928-387-8700	2574 W. US Highway 70	85552
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson *(Power Systems/Truck & Trailer)*	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

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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 offer Customer Value Agreements (CVAs), these can be customized based on customers' 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.

A CVA is a hassle-free ownership plan to get the most from your Cat® equipment. Genuine Cat® Parts delivered right on time and right to your door, with instructions for hassle-free maintenance. You get the security of an Equipment Protection Plan (EPP) to avoid unexpected costs for unplanned repairs. All the keys to machine health management conveniently display on your phone. And it all can roll in with your monthly machine payment. It's one easy plan to leverage Cat value — beyond the machine — to maximize your investment and lower ownership cost. More information can be found at:
https://www.cat.com/en_US/support/maintenance/customer-value-agreements/construction-cvas.html

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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.

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	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 customer's needs.

  TM&R's can be customized by the customer including, but not limited to, 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 (City of Tucson only)

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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

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- **Daily Lube Agreement**

  Empire, and participating dealers can provide daily 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.

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Empire currently employs over 2,200 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 190 service bays and over 300 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 over $3 million annually in technician, parts counter, and product support representative training. Over the last 70 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

Cat 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

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.

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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, including a complete safety and service daily walk-around inspection
- 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.

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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.

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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

Empire recently added a wide variety of virtual training courses that are available to technicians. These courses were added after the Covid-19 outbreak in 2020, allowing technicians to receive training, regardless of travel restrictions, and/or for those who have limited or no travel budgets for in-person training at Empire's training facility.

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 safety and service daily 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 operating techniques and safety, and why it is important. Initial training is focused on the student.

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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 Cat Dealers have been developing and maintaining customer relationships at the local level for more than 96 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined

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
- 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

Cat 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 Cat Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also help ensure the most favorable outcome.

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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 Cat Turbo, 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 Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined.

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.

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d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Cat 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 Cat Dealers have been able to commit to a less than 90-day delivery timeframe. However, timelines need to be confirmed for each purchase.

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, which helps us secure earlier delivery several times a year and unit 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 Cat Dealer.

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.

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After hours/emergency parts service is available by calling a store's main number. (Store contact numbers can be found in list provided in this response, which lists dealer locations and contact information.) 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.

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 70 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

Parts.cat.com is a Caterpillar eCommerce site that allows any customer to purchase parts from their local Cat dealer. The site platform is customized by the local dealership, creating a unique purchasing experience best suited for their customers. Some of the features and benefits for our customers include:

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- Inclusion of new, Cat Reman, and dealer exchange options
- Easy search by equipment serial number to access parts manuals and service information for that specific serial number
- Time-saving features such as Saved Order Lists and Shopping Preferences
- Planned maintenance kits
- Real-time price and availability
- Access to Parts.cat.com order history
- Customer-specific pricing (set up by local dealer)

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)

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- 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 through API feed
  - 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 devices. Product Link devices. Product Link devices are activated in VisionLink as a subscription service, or can be included in Empire service agreements (CVA Plus/Premium, TM&R plans).

Product Link is included on most qualifying Caterpillar machines. 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 nearly every Caterpillar machine listed in this RFP. With the exception of just a handful of smaller models, such as a 300.9 micro excavator, it will be included on most common machines the City of Tucson is likely to purchase from this contract. Product Link data reporting capability and frequency may vary, depending on machine capability and device type installed.

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)

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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.

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Dealer Response

Is electronic invoicing available?

Electronic invoicing is available, if requested. 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
- 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 ATTACHMENTS 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

Because machines are large purchases, customers will be assigned a sales representative to help ensure the process is executed without errors. Should something unexpected arise, the local dealer will have the ability to resolve any issues locally.

Defective products are covered by manufacturer's warranty.

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.

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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.

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been scored to the respective industry. The sales are compiled monthly and reported back to OMNIA.

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 that may be applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

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B. 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. Include your current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses, and retail network, where applicable. Describe your coverage of the United States.

Caterpillar Response (only)

For more than 90 years, Caterpillar Inc. 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 2020 sales and revenues of $42 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 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, 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 the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

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 Cat 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

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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. 45 dealers are in the United States, 2 in Canada and 114 located outside North America.

Caterpillar and Cat 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, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. 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 59,000 total employees. Many dealers have enough opportunity in the governmental market to employ salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to the product support business.

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:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@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

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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 96 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 OMNIA for the past five years. The performance under contract # 161534 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.

Dealer Response

References:



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5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (only)

Please review Caterpillar's Annual Report in this link:

https://reports.caterpillar.com/ar/index.php

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Cat 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 second to none.

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 1,600 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.

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Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 400+
- Service Trucks: 300+
- In Shop Technicians: 550+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 100+ Shop Lead persons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians at Empire stores have over 25 years of 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 (ISO 9001:2015 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO 9001:2015 Certified)
- Empire Transport – Heavy haul with a fleet of 50+ trucks and capable of hauling loads up to 170,000 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

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- 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 142,000 samples annually (ISO 9001:2015 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 550+ 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 (10.5 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 any defects to external customers – 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. Any 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.

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C. 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 allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor.

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 no higher than prevailing market rates.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Operating Lease contracts. Rates and terms will be determined locally.

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. Except for Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat 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.

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Parts, service work and rental are also available through this contract. There is no national price list for these and as such prices will be determined locally based on volume of purchases and prevailing market rates.

All pricing discounts will be included in the "Pricing Structure" attachment in the ATTACHMENTS section of this RFP.

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# 212816.

Dealer Related Parts, Service, Rentals, and Accessories	Minimum List/Card Discount
Rental Rate Discount	[redacted]
Used Machines Purchase Discount	
GET (Ground Engaging Tools) Discount	
Base Edge and Adapters	
Filter Discount with TM&R Agreement	
Undercarriage Discount	
Power Systems Rental Rate	
Power Systems Used Purchase Discount	
Used Work Tools	

Allied product discounts will be included in the "Pricing Structure" attachments in the ATTACHMENTS section of this RFP.

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 also vary widely. However, some models include the cost of freight in the List Price of the machine.

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.

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Dealer Response

Freight is calculated in two different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: For every Caterpillar construction model listed in this RFP, 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. For Empire, the majority of our Caterpillar orders are shipped directly to Empire's Eloy facility where we prep the machine prior to sale. The only freight cost charged would be if Empire delivers the machine(s) from Eloy to the City of Tucson yard or jobsite. This freight cost will be shown as a line item on the quote, prior to delivery. Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

- Empire Quoted: On some regional type models such as larger mining machines, 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. Depending on the product, delivery freight from Empire's location to the City of Tucson may apply. Same terms as described above in the first bullet, "Caterpillar Included in price", will apply.

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

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 be that which is used in the quotation of equipment for this contract by the supporting Cat Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

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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. Pricing is typically based on the date a machine ships from the factory.

When 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
[redacted]

Dealer Response

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.

With 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 are a few examples of the number of times Caterpillar made price adjustments between 01/01/2021 and 09/01/2021.

Model	**Price List Changes**
[redacted]	

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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

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this proposal are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

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.

Empire offers a guaranteed buyback program for governmental clients only

Empire offers a minimum buyback for a certain duration of time or hour range. Buybacks allow agencies to predict what their machine is guaranteed to be worth, based on the length of term they choose and the hours they will put on it. The terms are usually between three (3) and seven (7) years and are usually based on 500 to 1,000 hours of usage per year.

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This allows Agencies to easily determine the ownership cost, of what a machine costs them, over a certain period of time or by the hours they need to operate a machine. All buybacks are subject to Empire's return "terms and conditions" and require a signature of acceptance. A copy of Empire's buyback terms and conditions will be provided upon request.

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 Cat 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, Discounts, the price(s) herein can be discounted by _____0_%, if payment is made within __N/A__ 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 4.9 of the MasterCard Transaction Processing Rules).

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) limits are determined by the selling dealer. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local dealer. Each independent dealer structures their business as they deem appropriate and can advise on transaction fees and processing systems.

Cat dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

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9) Does your firm have a City of Tucson Business License? __X__Yes _____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 with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license.

The local Caterpillar dealer, Empire Machinery, does have a City of Tucson Business license.

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.

E.2 Forms to Be Filled out by Vendor

Please ensure that all required information is included with your offer:

A. Living Wage Certification Form (If applicable)

B. Pricing Proposal

C. Any Solicitation Amendment(s)

D. Offer and Acceptance Form

E. OMNIA Partners - Exhibits

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F. SPECIAL TERMS AND CONDITIONS

F.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, OMINA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

F.3. 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 proposal.

F.4. 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.

F.5. 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, 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.

F.6. 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.

F.7. 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.

F.8. BRAND OR TRADE NAMES Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer

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by any vendor but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.

F.9. CANCELLATION OF LEASE DUE TO INSUFFICIENT FUNDING

The successful Bidder/Offeror will be required to agree to the following:

The City reasonably believes that sufficient funds can be obtained to make all payments during each of the renewal terms. The City hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding or by obtaining separate funding by a third party.

If after formal written budget request submitted by the City, the Mayor/Council does not allocate funds necessary to continue payments for the renewal term, the City may terminate this agreement at the end of the fiscal year term. Parties acknowledge and agree that it is their intent that funding by the City shall continue throughout the term of this agreement, but the parties recognize that such funding is subject to the provisions of A.R.S. Sec. 42-301, et seq. in the event of non-allocation of funds. Lessor shall have only the right and remedy of taking possession of the equipment.

F.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 Business Services Department or registered with OMNIA Partners 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.mesaaz.gov/home/showdocument?id=23638 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 Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public 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 Business Services 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.

F.11. CONFLICTS OF INTEREST

An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to

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the Department of Business Services. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the RFP process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this RFP, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this RFP, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this RFP; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

F.12. 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.

F.13. LIVING WAGE REQUIREMENTS

In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than $10.86 per hour (with health benefits being provided to employees); or

A wage of no less than $12.15 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee’s health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Business Services shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of

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Business Services is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- Liquidated damages paid to the City in the amount of $50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- Suspension of further payments under the Contract until the violation has ceased;
- Suspend and/or terminate the Contract for cause; and/or
- Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement: The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Business Services, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

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G. INSURANCE REQUIREMENTS

G.1. 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 ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable 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 Contractor agrees that 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.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. 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

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

G.5. Garage Liability & Garage Keepers Liability – In addition to I, II, III

Garage Liability Limit $1,000,000

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Garage Keeper's Liability – Direct Primary Coverage

Each Auto Limit: $500,000

Each Occurrence Limit: $1,000,000

*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.

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

A. 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).

B. 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.

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

G.8. 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 Procurement Division.

G.9. 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.10. 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

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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 Procurement Division.

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.

G.11. 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.

G.12. 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.

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H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT (ADA)

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.

H.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.

H.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 Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.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.

H.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.

H.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.

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H.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.

H.10. CONTRACT AMENDMENTS

The Business Services 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 Business Services. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services 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.

H.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 Business Services, 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.

H.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.

H.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.

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H.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).

H.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.

H.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.

H.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.

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H.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.

H.19. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.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.

H.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

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expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.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.

H.23. INTERPRETATION-PAROL 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.

H.24. ISREAL BOYCOTT DIVESTMENT

Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

H.25. 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.

H.26. 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.

H.27. 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.

H.28. 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.

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H.29. 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.

H.30. 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.

H.31. 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 Business Services. 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.

H.32. 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.

H.33. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

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Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.35. 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.

H.36. 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.

H.37. 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

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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.

H.38. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.39. SHIPMENT UNDER RESERVATION

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.

H.40. 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 Business Services.. 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.

H.41. 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 Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.42. 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;

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- 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.

H.43. 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.

H.44. 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.

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ATTACHMENT A
A - Exhibit B - OMNIA Partners Exhibits

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PPA ATTACHMENT#

OMNIA® PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

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Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

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, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("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 OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' 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 OMNIA Partners.

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

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The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and 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 3% 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 OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25 million 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 OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. 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 (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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.) ("Supplemental Agreement"). It shall be

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the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 OMNIA Partners 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

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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 OMNIA Partners 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, 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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 RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

For more than 90 years, Caterpillar Inc. 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 2020 sales and revenues of $42 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 provides financing and related services

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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, 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 dealers have been owned by the same family for multiple generations.

Caterpillar is the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

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 Cat 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

B. Total number and location of salespersons employed by Supplier.

Cat machines and engines are distributed principally through a worldwide network of dealers. In the United States there are 45 dealers, two in Canada and 114 located outside North America.

Caterpillar has a team of 45 sales reps that support our dealer network in achieving their sales goals. In addition, each dealer has a sales team that supports the end customers.

C. Number and location of support centers (if applicable) and location of corporate office.

Cat machines and engines are distributed principally through a worldwide network of dealers. There are 45 dealers in the United States, two in Canada and 114 located outside North America.

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Caterpillar and Cat 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, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. 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 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. 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.

D. Annual sales for the three previous fiscal years.

2018 - $54.7B

2019 – $53.8B

2020 – $41.7B

a. Submit FEIN and Dunn & Bradstreet report.

- Caterpillar's Employee Identification Number is 37-0602744
- Please refer to vendor's response section, Dunn & Bradstreet

E. Describe any green or environmental initiatives or policies.

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669

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F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Two CAT dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.

One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service-disabled veteran-owned, small, disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

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Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such is the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

I. Describe how supplier differentiates itself from its competitors.

BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:

CAT products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government

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agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. OMNIA Partners members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.

CAT SAFETY SERVICES / SAFETY FEATURES:
In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.

In addition to built-in safety features, we also offer a suite of aftermarket products and services that are unique in the industry.

Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price.

Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price.

PRODUCT ATTRIBUTES:
Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Regarding present and past litigation, Caterpillar, its subsidiaries and divisions strive to conduct business using a strict Code of Conduct. When litigation does occur, we take is seriously. Any current or past litigation will not keep Caterpillar from meeting its contract obligations. Caterpillar has never filed for bankruptcy nor had material reorganizations that will impact its ability to meet contract obligations.

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K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

N/A Caterpillar Inc. is a publicly held corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Caterpillar is the world's leading manufacturer 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 include but are not limited to:

Articulated Trucks
Asphalt Pavers
Backhoe Loaders
Cold Planers
Compactors (including landfill)
Compact Track Loaders
Multi-Terrain Loaders
Dozers (including landfill)
Excavators
Forestry Equipment
Generators
Motor Graders
Off-Highway Trucks
Road Reclaimers
Site Prep Tractors
Skid Steer Loaders
Telehandlers
Track Loaders
Wheel Dozers
Wheel Excavators
Wheel Loaders
Wheel Tractor Scrapers (including landfill)

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Caterpillar products and services are distributed principally through a worldwide organization of dealers (dealer network), which includes 45 located in the United States, and two in Canada.

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C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Caterpillar has a dedicated governmental team in charge of training, communicating, and creating support programs for all the dealers in North America. This team will ensure all dealers are aware of the master agreement and its corresponding pricing. Participating agencies can reach out to the team to verify the pricing based on our price pages.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American Cat Dealers and or their subsidiaries will be involved in the processing, handling or shipping the products / services to the end user.

E. Provide the number, size and location of Supplier'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 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 **Georgia:** Athens, LaGrange **Illinois:** Aurora, Decatur, East Peoria **Kansas:** Wamego **Minnesota:** Brooklyn Park **North Carolina:** Clayton, Sanford **Texas:** Victoria, Waco	**Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Italy:** Minerbio **Japan:** Akashi **Mexico:** Torreon **Netherlands:** Den Bosch **Poland:** Janow, Sosnowiec **Thailand:** Rayong **United Kingdom:** Desford, Stockton

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Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**China:** Langfang, Wuxi **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa **Northern Ireland:** Belfast **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Colorado:** Denver **Georgia:** Griffin, Alpharetta **Illinois:** Island Lake, LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Oklahoma:** Broken Arrow, Sulphur **North Carolina:** Winston-Salem **Kentucky:** Decoursey, Mayfield **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby, Redbank **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec, Zebrak **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Lame, Monkstown, Peterborough, Sandiacre, South Queensferry, Springvale, Stafford, Wimborne

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 supplier's primary go to market strategy for Public Agencies to supplier's 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 Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section A.**
Vendor requests verbiage to read as follows:

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Training and education of your national sales force of your company, along with the dealer team within first 90 days

Initially, a National Press Release will be issued followed by a formal announcement of the award to Caterpillar's field force and Caterpillar's Dealer network. We anticipate this first communication to take place within the first 30 days.

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Supplier commits to market the Master Agreement and that its sales force will be trained to offering the Master Agreement to Public Agencies through OMNIA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA in accordance with the OMNIA Administration Agreement.

Along with these communications a training package will be developed and presented to Caterpillar's Dealer sales force. Due to the number of salesmen, multiple sessions may be required. The initial training package will have an expected delivery date of no later than 60 days after the announcement of the award. Along with the live training offering, a static training package will be added to Caterpillar's internal website for future reference.

Within this same timeframe Caterpillar will coordinate with OMNIA representatives regarding any additional communication and or training opportunities to promote the Master Agreement.

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 Public 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, Master Agreement details and contact information published on the Supplier's 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 OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

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 OMNIA Partners internet web-based homepage on Supplier's website with:

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- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section B.**
Vendor requests verbiage to read as follows:

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 Public 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 company website.
   iii. Design, publication and distribution of co-branded marketing materials.
   iv. 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.
   v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

As noted previously, a National Press Release will be made within the first 30 days of the award. It will be up to the individual Cat Dealer to determine participation in supporting the Master Agreement and ultimately up to the end user to choose the best method of purchase to meet their individual needs.

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Caterpillar will commit resources to develop both hard and electronic marketing pieces for Cat Dealers to support this effort along with the inclusion of OMNIA's branding on any future cooperative contract advertising pieces.

As a member of the Vendor Council, Caterpillar is in full support of all NIGP efforts regarding cooperative purchasing and is planning to purchase and staff a booth space for the 2021 NIGP Annual Forum.

Caterpillar will support advertising initiatives that are in the form of electronic media pieces that will be distributed through the following online trade publications and networks:

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SEE ALSO EXCEPTIONS DOCUMENT
Exception to section **3.4 Marketing and Sales, section C.**
Vendor requests verbiage to read as follows:

C. 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.

Caterpillar presently holds four cooperative contracts. Those contracts are Sourcewell Heavy Equipment Contract # 032119; Sourcewell CAT Diesel & Natural Gas Generator Sets Contract # 120617; Sourcewell Rental Contract # 062320; and NASPO Heavy Equipment Contract # OK-SW-192.

For purposes of this proposal, all heavy equipment cooperative contracts provide the same product offering and discount structure.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

See attachment "OMNIA Trademark License Addendum", provided in the ATTACHMENTS section of this RFP.

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E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners 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

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

F. Confirm Supplier will train 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 OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated with the Master Agreement will be completed as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Nationally, the contract will be managed by:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

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H. Describe in detail how Supplier'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 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 Patrick Kearns who serves as the Americas Industry Region Manager.

I. Explain in detail how the sales teams will work with the OMNIA Partners 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

I. Explain in detail how Supplier 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, timely contract administration, 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

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Caterpillar's governmental sales in 2020 were $999M from 5,200 units.

Customers who purchase Caterpillar equipment are ultimately the customers of the Cat Dealers who serve them. As such Caterpillar does not require dealers to provide the contact information for their customers unless extenuating circumstances mandate it. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information until such time a legal requirement would warrant it.

K. Describe Supplier'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 has a number of systems that manage the intake of orders from dealers and then to record and manage dealer sales to public agencies. Those systems vary depending on which products and services are sold.

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L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier 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 Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar does not guarantee contract sales volume, however, raising the admin fee to 2% of transaction price (1.4% of list price), if a non-competitive award is granted, is equivalent to a 25% sales volume increase vs our goal for 2021. Caterpillar also guarantees to work directly with OMNIA's team on a regular basis to monitor contract sales volumes and take action as needed to meet jointly set goals. Caterpillar expects to set goals on an annual basis that will grow this contract.

NOTE: Caterpillar recognizes that the City of Tucson and other participating agencies may have needs outside of the range of products offered by Caterpillar and its dealer network. To that end, we recognize that a non-competitive "multi-award" is acceptable to grow the volumes of this contract.

M. Even though it is anticipated 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 OMNIA Partners).

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 OMNIA Partners 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 OMNIA Partners).

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 Supplier's strategies under these options when responding to a solicitation.

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Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this____day of _____ 20_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the_____(the "**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 _____ (the "**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 (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, 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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

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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. OMNIA Partners 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 OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 OMNIA Partners solely in its capacity as the cooperative 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, OMNIA Partners shall not be: (i) 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) 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) 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. OMNIA Partners 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.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

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communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. 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.

11. 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 OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

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Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, 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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("**Administrative Fee Percentage**") multiplied by 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**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report 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 OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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 OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

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Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. 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. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. 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.

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21. 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.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

25. Signature acceptance is contingent on exceptions requested. SEE EXCEPTIONS DOCUMENT ATTACHMENT.

[CATERPILLAR INC]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
DocuSigned by: Patrick Kearns 68A87926721B4E0...	
Signature	Signature
Patrick Kearns	Sarah Vavra
Name	Name
North America Industry Manager	Sr. Vice President, Public Sector Contracting
Title	Title
September 10, 2021	
Date 9/17/2021	Date

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Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**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, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, 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 OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 OMNIA Partners 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; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners 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 hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products 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. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. 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, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

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OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [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 OMNIA Partners.

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

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Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DS pk Initials of Authorized Representative of offeror

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(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(C) 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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES_____Initials of Authorized Representative of offeror

(D) 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(E) 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.

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Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(F) 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES PK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

DS

Does offeror agree? YES_____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror 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.

DS

Does offeror agree? YES_____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

DS

Does offeror agree? YES_____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

DS

Does offeror agree? YES_____Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror'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 offeror's personnel for the purpose of interview and discussion relating to such documents.

DS

Does offeror agree? YES_____Initials of Authorized Representative of offeror

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CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DS PK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code: 100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative: Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of Authorized Representative DocuSigned by: Patrick Kearns 68A87926721B4E0... Date: September 10, 2021

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FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

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Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All 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. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do thefollowing:

    i. 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.

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ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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

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suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of thissection.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of thissection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of thissection.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case

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Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency

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will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided byFEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardlessof amount.

3. The contract is for federally-required auditservices.

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4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Caterpillar Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

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Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Patrick Kearns
68A87926721B4E0...

Signature of Contractor's Authorized Official

Patrick Kearns, North America Industry Manager

Name and Title of Contractor's Authorized Official

September 10, 2021

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the UnitedStates.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code:100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative:
Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of AuthorizedRepresentative DocuSigned by: Patrick Kearns 68A87926721B4E0...

Date: September 10, 2021

Caterpillar: Confidential Green

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Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration CertificateNew Jersey

suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

NOTE: Caterpillar currently does not use OMNIA in the State of New Jersey. If Caterpillar is awarded RFP 212816, we will make sure that the local dealer complies with all necessary local regulations for use of the OMNIA master agreement in the State of New Jersey.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Version July 27, 2021

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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I,_____residing in _____
(name of affiant) (name of municipality)
in the County of_____and State of_____of full age, being duly sworn according to law on my oath depose and say that:

I am_____of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled_____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

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P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006 html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this____day of_____, 2_.

_____
(Affiant)

(Notary Public)

~~(Print name & title of affiant)~~

My Commission expires:

(Corporate Seal)

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DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name:_____ Title: _____

Signature:_____ Date: _____

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DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:_____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of theparty.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature Date

Print Name and Title

Caterpillar: Confidential Green

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Exhibit H
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 OMNIA Partners 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	Commonwealth 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	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth 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.

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

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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

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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

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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:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR

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BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR

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CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

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FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

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JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR

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MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR

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OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR

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RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, 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 AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR

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TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

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WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

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
SALEM-KEIZER PUBLIC SCHOOLS 24J
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

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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

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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

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SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.

SUBCONTRACT AGREEMENT FOR

GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)

BETWEEN [DEALER] AND CATERPILLAR INC.

This agreement ("**Agreement**") is entered into as of _____, 2020, between _____ [DEALER]_____, a _____ corporation with its principal place of business located at _____ ("**Dealer**") and Caterpillar Inc., a Delaware corporation with its principal place of business located at 520 Lake Cook Road, Suite 100, Deerfield, Illinois 60015 ("**Caterpillar**"). Caterpillar and Dealer are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

WHEREAS, Caterpillar (or its affiliates as applicable), and Dealer are, among other agreements, Parties to a certain Sales and Service Agreement and Distribution Agreement for Engines, Parts and Service ("**Dealer Agreements**"), which are the primary agreements governing their relationship, , and this Agreement is not intended to replace or modify such agreements; and

WHEREAS, Caterpillar may from time to time enter into government and other cooperative purchasing contracts (individually referred to as a "**Purchasing Contract**" and collectively as the "**Purchasing Contracts**") with certain governmental or purchasing cooperative entities (the "**Governmental or Cooperative Agency**") , pursuant to which Caterpillar agrees to certain terms and conditions for the provision of Cat Products and Services (as defined below) to the members of or participants in the Governmental or Cooperative Agency (the "**Customers**") ; such Purchasing Contracts are concluded for the benefit of Cat dealers in that Cat dealers are invited to participate in them;

WHEREAS, Cat dealers are invited to independently decide to provide Cat Products and Services to the Customers of the Governmental or Cooperative Agency pursuant to the terms and conditions of the Purchasing Contract as a subcontractor or as otherwise designated in such Purchasing Contract, by entering into a Schedule (as defined below) to this Agreement ; and

WHEREAS, the Parties desire to establish the terms and conditions pursuant to which Dealer may become a subcontractor of Caterpillar or otherwise provide Cat Products and Services under a Purchasing Contract as described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth below, the Parties hereby agree as follows:

1. PURCHASING CONTRACTS AND SCOPE OF THIS AGREEMENT

(a) The Parties acknowledge and agree that Dealer is an independent business from Caterpillar and as such has the right to choose whether or not to accept the terms and conditions contained in any Purchasing Contract. In the event that Caterpillar enters into a Purchasing Contract and the Parties agree that Dealer should be a subcontractor or otherwise provide Cat Products and Services pursuant to such Purchasing Contract, the Parties shall enter into a schedule to this Agreement substantially in the form attached hereto as Exhibit A (each a "**Schedule**") and the Dealer shall become a subcontractor of Caterpillar or otherwise provide Cat

Caterpillar File No.: COM-17-01147
Document No.: 7738660

Caterpillar: Confidential Yellow

Products and Services under such Purchasing Contract, subject to and in accordance with the terms and conditions of this Agreement.

(b) Caterpillar is or may be obligated to provide to Customers certain products and services as further defined in a Schedule (the "**Cat Products and Services**") pursuant to Purchasing Contracts and have certain duties, rights, and obligations in connection with such Purchasing Contracts.

(c) This Agreement governs the relationship between Caterpillar and Dealer in the performance of the Purchasing Contracts. To the extent this Agreement does not specifically provide otherwise, the relevant terms of the Dealer Agreements apply to the relationship between Caterpillar and Dealer. In the event of a conflict between this Agreement and the Dealer Agreement, this Agreement shall control only to the extent such terms are expressly required by the Purchasing Contract, or applicable Law (as defined below).

(c) All the terms, conditions, covenants and representations contained herein and in the Purchasing Contracts, except as modified by this Agreement, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. As between Caterpillar and the Dealer the terms and conditions of this Agreement shall supersede any conflicting terms and conditions set forth in the Purchasing Contract.

2. DEALER RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Dealer voluntarily agrees to be bound by the applicable terms of the Purchasing Contract between Caterpillar and the Governmental or Cooperative Agency as if Dealer were a party to such Cooperative Agreement in place of Caterpillar, except as otherwise provided herein or in any applicable Schedule.

(b) Dealer acknowledges they have read the Purchasing Contract and agrees to voluntarily create contractual relationships between Customers under such Purchasing Contract and Dealer.

(c) The Purchasing Contract is for use by Customers as allowed by the Governmental or Cooperative Agency. Dealer shall sell to such Customers entitled to purchase Caterpillar Products and Services under the Purchasing Contract pursuant to the terms and conditions provided therein.

(d) Dealer shall execute the obligations that are typically within the Dealer's business pursuant to its Dealer Agreements with Caterpillar, including, without limitation, the sale and service of Cat Products and Services, or as otherwise directed by Caterpillar.

(e) As and to the extent permitted by and subject to the Purchasing Contract, Dealer shall have the right to establish its own prices for Cat Products and Services and other terms and conditions of sale. Any additional terms agreed to by Dealer and any Customer shall be solely between such parties.

(f) Upon request of Caterpillar, Dealer shall provide in a timely manner, any and all information reasonably requested by Caterpillar related to Dealer's provision of Cat Products and Services pursuant to the Purchasing Contract.

3. CATERPILLAR RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Caterpillar shall, at all times, retain sole responsibility for administration of any and all renewals, modifications, price list changes and changes to the terms and conditions of the Purchasing Contract.

(b) Caterpillar shall make available to the Dealer adequate information, data, assistance, instructions, and internal resources (collectively, the "**Information**") reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

(c) Caterpillar shall assist, if necessary, to facilitate the Customers of the Purchasing Contract to timely make available to the Dealer adequate information, data, assistance, instructions, and internal resources reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

4. MINIMUM CONTRACT VALUE

Unless otherwise expressly stated in a Schedule, no commitment of any kind is made by Caterpillar to Dealer concerning the quantity or value of Cat Products and Services to be sold by Dealer pursuant to the Purchasing Contract nor does Caterpillar make any representation or warranty or commitment with respect to usage of the Purchasing Contract by Customers.

5. PRICING

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Purchasing Contracts will also be required to be offered by the Dealer to Customers under the Purchasing Contract.

6. INDEMNIFICATION

(a) Dealer hereby unconditionally and irrevocably agrees and undertakes, without objection, to hold Caterpillar, and its affiliates, and their directors, officers, employees and agents, representatives, successors and assigns (the "**Indemnified Parties**"), harmless and indemnified at all times against (a) all demands, claims, actions, proceedings (including, but not limited to, arbitration) arising from or related to the Purchasing Contract which may be threatened or made or brought against the Indemnified Parties and (b) all losses, damages, costs, charges and expenses, which the Indemnified Parties may suffer or incur or be put to by reason of or in consequence of or in connection with this Agreement or the Purchasing Contract, including, but not limited to, legal costs, expenses and lawyers' fees incurred by the Indemnified Parties in connection with any demand, claim, action or proceeding involving one or more of the

Indemnified Parties; provided that such demands, claims, damages, and losses are attributable to the performance or non-performance of Dealer's obligations under or related to this Agreement or the Purchasing Contract or otherwise related to Cat Products and Services sold by Dealer.

(b) Dealer further undertakes to do, perform and execute or cause to be done, performed and executed, any act, deed matter or thing which Caterpillar may require the Dealer to do for the purpose of holding harmless or indemnifying the Indemnified Parties.

(c) Dealer's indemnity of the Indemnified Parties shall not be considered discharged or extinguished by an intermediate payment or satisfaction of any part of a claim, loss or damage owed by Dealer to the Indemnified Parties by virtue of the indemnity obligation, but shall continue and shall extend to cover any and all claims, losses and damages until all the obligations of Dealer have been discharged.

7. LIMITATIONS ON LIABILITY

EXCEPT AS RESULTING FROM DEALER'S BREACH OF CONTRACTUAL, STATUTORY, REGULATORY, OR PERFORMANCE OBLIGATIONS OWED TO ANY GOVERNMENTAL OR COOPERATIVE AGENCY, CUSTOMERS OR OTHER THIRD PARTIES, IN NO EVENT SHALL A PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, RELIANCE, OR SIMILAR DAMAGES, LOSSES OR EXPENSES (INCLUDING LOST PROFITS, LOSS OF ACTUAL OR ANTICPATED BUSINESS, SAVINGS, COMPETITIVE ADVANTAGE, OR GOODWILL, OR THE INTERRUPTION OF THE OTHER PARTY'S BUSINESS) UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

8. TERM

(a) The term of this Agreement ("**Term**") shall begin as of the date of execution of this Agreement and shall continue until two (2) years following the date after which Caterpillar has not had any Purchasing Contract in effect unless terminated sooner in accordance with the provision of this Agreement. Notwithstanding the foregoing, Dealer represents that prior to the Term it has complied with any obligations resulting from Dealer's performance under any Purchasing Contract, whether resulting from obligations under the Dealer Agreements, statute, regulation, performance, or otherwise and agrees to indemnify Caterpillar for such obligations in accordance with Article 7.

(b) Caterpillar may terminate this Agreement if (i) Caterpillar shall find any representation or warranty of Dealer to be incorrect or misleading or (ii) Dealer shall materially breach any material warranty, covenant or obligation contained in this Agreement, and Dealer shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of the breach is received by Dealer from Caterpillar.

(c) Dealer may terminate this Agreement if (i) Dealer shall find any representation or warranty of Caterpillar to be incorrect or misleading or (ii) Caterpillar may materially breach any material warranty, covenant or obligation contained in this Agreement, and Caterpillar, as the case may

be, shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of such breach in received by Caterpillar from Dealer, provided, however, that Caterpillar has completed or terminated Caterpillar's obligations with respect to Dealer under the Purchasing Contracts.

9. INDEPENDENT CONTRACTORS.

It is the intention of the Parties that the relationship existing between them shall be that of independent contractor and that nothing contained in this Agreement, the Purchasing Contracts or done pursuant to this Agreement or the Purchasing Contract shall constitute Dealer as the agent of Caterpillar for any purpose whatsoever.

10. FORCE MAJEURE

Either Party shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, fire, flood, earthquake, hurricane, severe weather, act of God, accident, trade sanction, embargo, act of war, acts of terrorism, conditions caused by national emergency, an pandemic or any other act of cause beyond the reasonable control or without the fault of such party, whether similar to or different from the causes above enumerated (a "**Force Majeure Event**") for as long as such circumstances prevail. The Parties shall remain liable for those obligations under this Agreement that are not affected by the Force Majeure Event.

11. ENTIRE AGREEMENT; NO WAIVER

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and other understandings, oral or written, between Dealer and Caterpillar with respect to the subject matter hereof. There are no representations, agreements or understandings, express or implied, relating to the subject matter hereof which are not fully expressed in this Agreement. Each Party agrees to use good faith efforts to agree on those matters set forth in this Agreement that are to be mutually agreed by the Parties; provided, however, that no failure to agree on any such matter shall invalidate this Agreement or entitle either Party to terminate it. No departure from the terms of this Agreement shall obligate either Party to permit any subsequent departure. No waiver or failure to exercise any option, right or privilege under this Agreement by either Party on any occasion shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

12. COMPLIANCE WITH LAWS

Dealer represents and warrants that it has read, understands, and has been in compliance, and agrees that it shall comply with all applicable laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, the "Laws"), including, but not limited to government procurement statutes and regulations. Further, Dealer represents and warrants and agrees that it has not acted, shall not act, and shall not cause, directly or indirectly, any other party to act, in any manner that would cause Caterpillar to violate the Laws. By entering into any transaction

with a Customer pursuant to a Purchasing Contract, , Dealer is representing to Caterpillar that, at the time of entering into such transaction, it is compliant with this Article 12.

13. SURVIVAL

The provisions set forth in this Agreement, and any other provision that by its terms survive termination, shall survive the termination of this Agreement to the extent required for their full observance and performance.

14. CHANGE ORDERS AND AMENDMENTS

All mutually agreed changes to this Agreement shall be implemented through a written amendment to this Agreement which, when signed by both Parties, shall be deemed a part of this Agreement. No amendment to this Agreement shall be valid unless in writing and signed by both Parties.

15. NOTICES

When written notice is required by this Agreement, it shall be sent by certified mail, by courier, or by such method as will permit the sender to verify delivery, to the addresses set forth below:

For Caterpillar:	For Dealer:
Caterpillar Inc.	_____
520 Lake Cook Road, Suite 100 Deerfield, Illinois 60015	_____
Attn: Deputy General Counsel – Commercial	Attn: _____

SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.

Notice shall be deemed received when actually delivered to the recipient as demonstrated by postal records, courier records or other method verifying the date of delivery. The addresses set forth above can be changed only by written notice.

16. INTERPRETATION

In the interpretation of this Agreement, insofar as possible, the intention of the Parties as expressed in this Agreement shall prevail over any presumption or construction implied or imposed by Law. The word "including" means including without limitation. The headings contained in this Agreement are for convenience only and are not to be considered in interpreting this Agreement. The Parties agree that the terms of this Agreement shall not be construed in favor of or against a Party by reason of the extent to which such Party participated in its preparation.

17. GOVERNING LAW; SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois, United States of America (regardless of the laws that might be applicable under its principles of conflict of laws). If any provision of this Agreement, or the application thereof, is determined by a court of competent

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jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect, and such other provisions shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

18. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each to be effective as an original. Once signed by the Parties, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

[DEALER NAME]		**CATERPILLAR INC.**
By: _____	***SAMPLE COPY FOR REVIEW ONLY. NOT FOR SIGNATURE.***	By: _____
Name: _____		Name: Chris Gustafson_____
Title: _____		Title: Glb. Accounts & Allied Prod. Mgr.
Date: _____		Date: _____

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Exhibit A
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

SAMPLE ONLY, DO NOT COMPLETE BLANKS

SCHEDULE NO. _____

to

SUBCONTRACT AGREEMENT FOR
GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)
BETWEEN [DEALER] AND CATERPILLAR INC.

This Schedule No. __ is effective as of _____, _____ ("**Schedule**"), to the Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s), including any amendments and/or addendums thereto, by and between _____ ("**Dealer**") and Caterpillar Inc. ("**Caterpillar**") which was entered into as of _____, _____ ("**Subcontract Agreement**").

1. **Purchasing Contract**:

Caterpillar as entered into the Purchasing Contract attached hereto as **Annex A**, as summarized below.

Name of Purchasing Contract: _____

Purchasing Contract Identifier: _____

Governmental or Cooperative Agency: _____

Cat Products and Services: _____

2. **Agreement**:

Dealer shall be bound by the terms of the Purchasing Contract and obligated to perform as provided in the Subcontract Agreement as if Dealer were directly party to the Purchasing Contract in place of Caterpillar, as necessary for full performance under the Purchase Agreement, except as otherwise set forth in the Subcontract and this Schedule.

3. **Reporting and Fees**:

Dealer acknowledges that it is solely responsible for and obligated to pay any applicable fee for all Cat Products and Services or other products and services it provides as set forth in the Purchasing

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Contract. All reporting and fee payment obligations imposed on Dealer under the Purchasing Contract shall be made to Caterpillar directly in such manner and at such time as requested by Caterpillar, but in no event later than fifteen (15) business days before such report or payment is due to the Governmental or Cooperative Agency.

4. **Other Required Terms**:

[…..]

5. **Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)**:

This Schedule is issued pursuant to the Subcontract Agreement. All of the terms and conditions of said Subcontract Agreement, including any amendments thereto, are incorporated herein and made a part hereof as if such terms and conditions were set forth in this Schedule.

[Signature to follow on the next page]

AGREED AND ACCEPTED:

[DEALER]		**CATERPILLAR INC.**	
By:	SAMPLE – DO NOT SIGN	**By:**	SAMPLE – DO NOT SIGN
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	

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Annex A
to
Schedule No.____
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

PURCHASING CONTRACT

[See attached]

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RFP 212816

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ATTACHMENT B – City of Tucson

Certification of Living Wage Payments Form

(This form must be completed by the Contractor and each applicable subcontractor.)

Contract Number: RFP212816

Contractor or Sub Name: The Contractor, Caterpillar Inc does not pay local dealer personnel who work on this contract. If awarded, it will be Empire Machinery's responsibility to provide this information.

(Please Check Only One of the Following Two Options)

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of $10.86 per hour and provide health benefits. I also agree to pay at least 50% of the eligible employees' health benefits premium. Our firm's health insurance provider(s) are listed below:

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer:_____Monthly premium paid by employee _____

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer:_____Monthly premium paid by employee _____

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of $12.15 per hour. I **do not** offer health benefits to eligible employees working on this contract and/or I **do not** pay at least 50% of the eligible employees' health benefits premium.

Caterpillar Inc

(Contractor /Sub-Contractor Name)

September 10, 2021

(Date)

by DocuSigned by: Patrick Kearns 68A87926721[illegible]

(Signature)

Patrick Kearns, NA Industry Manager

(Title)

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **ONE (1)**

DATE ISSUED: **August 27, 2021**

The referenced document has been modified as per the attached Amendment No. **1**.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES - PROCUREMENT
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(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 1

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date shall remain the same and is due on, ***TUESDAY, SEPTEMBER 14, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

ITEM NO. TWO (2): DEADLINE FOR SUBMITTING QUESTIONS

Pursuant to Instructions to Offerors, paragraph 3. Inquiries, the deadline to submit written questions shall be no later than ***SEPTEMBER 3RD, 2021, 4:00 p.m.*** Local Arizona Time. Questions received after this date may not be answered prior to RFP due date. Questions shall be submitted via email to Cynthia.Thompson@tucsonaz.gov

ITEM NO. THREE (3): PRE-PROPOSAL QUESTIONS AND ANSWERS

QUESTION: What pieces of equipment are being used at the City of Tucson Landfill?
ANSWER: The following is a list of current equipment used at the City of Tucson Landfill Operations, located at 5300 E. Los Reales Road, Tucson, AZ.

Quantity - 2, Caterpillar 836H Compactors
Quantity - 1, Caterpillar 836K Compactor
Quantity - 1, 980K Caterpillar loader
Quantity - 1, 980M Caterpillar loader
Quantity - 1, 914G Caterpillar loader
Quantity - 1, D6R Caterpillar dozer
Quantity - 1, D8T Caterpillar dozer
Quantity - 2, D9T Caterpillar dozers
Quantity - 1, 730EJ Caterpillar haul truck
Quantity - 1, 745C Caterpillar haul truck
Quantity - 1, 735WT Caterpillar water truck
Quantity - 1, 140M Caterpillar grader
Quantity - 1, 627G Caterpillar scraper
Quantity - 1, 613CW Caterpillar water wagon
Quantity - 1, 621GW Caterpillar water wagon
Quantity - 1, 375H Sullair air compressor
Quantity - 3, Magnum light towers

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

QUESTION: "Could equipment such as Refuse Handling units: ASL, Front and Rear Loaders be considered Heavy Equipment?"
ANSWER: Refuse handling equipment as mentioned in the question would not be considered 'Heavy Equipment" for the purposes of this RFP. It could be included in the "Allied" products, but it would not qualify as an evaluated product.

QUESTION: Please provide clarification on the ability of the Offeror to be State specific in OMINIA participation. As an example, could an Interested Offeror select only the States they currently consider their regional areas?
ANSWER: Pursuant to Attachment A – Exhibit B- OMINIA Partners Exhibit A-Response for National Cooperative Contract, 3.2 Distribution, Logistics, Offerors are encouraged to respond with their total service areas.

QUESTION: How does the City intend to make contract award?
ANSWER: To provide adequate contract coverage, and at the City's sole discretion, multiple awards may be made. If multiple awards are made, it will be up to each individual using department to determine which awarded Contractor they will use to meet their operational needs.

QUESTION: Please clarify, what is the City's estimated spend over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services?
ANSWER: The City anticipates spending approximately $11.8 million over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
Patrick Kearns
08A87926721B4E0...
Signature

09/10/21
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **TWO (2)**

DATE ISSUED: **September 10, 2021**

The referenced document has been modified as per the attached Amendment No. **2**.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 10, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 2

DUE DATE: SEPTEMBER 21, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby ***changed*** and is due on, ***TUESDAY, SEPTEMBER 21, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
Patrick Kearns
68A8792672 1B4E0...
Signature

09/10/21
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

DocuSign Envelope ID: A0CE4C4B-3355-403A-AFA3-96D0E4260D23

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. **212816**

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

AMENDMENT NO. **THREE (3)**

DATE ISSUED: **September 15, 2021**

The referenced document has been modified as per the attached Amendment No. **3.**

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 15, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 3

DUE DATE: SEPTEMBER 24, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby ***changed*** and is due on, ***FRIDAY, SEPTEMBER 24, 2021, at 2:00 P.M.,*** LOCAL AZ TIME.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:
Patrick Kearns
68A87926721B4E0...
Signature

09/16/2021
Date

Caterpillar Inc.
Company Name

Patrick Kearns, North America Industry Manager
Print Name and Title

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Contract 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

Caterpillar, Inc. Insurance Documents

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Caterpillar Inc.
100 NE Adams Street
Peoria IL 61629 USA

COVERAGES **CERTIFICATE NUMBER:** 570095599830 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF NSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTA N, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLIC ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PA D CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY31381322	07/01/2022	07/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			MWTB 313812 22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractual Liability is included in the General Liability policy. RE: Contract is for RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services. City of Tucson is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Tucson in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Tucson
Attn: OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W. Alameda
8th Floor East
Tucson AZ 85701 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570095599830

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Caterpillar Inc.

Endorsement Effective Date: 07/01/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 CN101198626-CLS-WC-22-23	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** 212-948-0770 **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Liberty Insurance Corporation	42404
INSURED Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010143453-01 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	N / A		WA7-64D-004320-012	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory In NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			See Attached WC7-641-444315-062 MN, WI	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Equipment being used on public agency job sites

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Tucson
Attn: City of Tucson / OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W Alameda, 8th floor east
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101198626

LOC #: Chicago

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

STATES CONTINUED (WA7-64D-004320-012):

AL, AR, AZ, CA, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MO, MS, MT, NC, NE, NH, NM, NV, NY, OK, OR, PA, RI, SC, SD,TX, UT, VA, VT, WV

Includes Other states Coverage (except Monopolistic States) and U.S. Longshore & Harbor Workers.

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EMPISOU-01 MMORIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2022

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ARNETT INSURANCE SERVICES, LLC 3850 E BASELINE RD #106 MESA, AZ 85206	CONTACT NAME PHONE (A/C, No, Ext) (480) 830-7400 FAX (A/C, No) (480) 830-7404 E-MAIL ADDRESS mmorin@arnettins.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A Liberty Mutual Fire Insurance Company
INSURED Empire Southwest, LLC 1725 S Country Club Dr Mesa, AZ 85210	INSURER B Liberty Mutual Insurance Corporation INSURER C Liberty Insurance Corporation 42404 INSURER D INSURER E INSURER F

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE L MIT APPL ES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	TB2661066618082	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DESIGNATED LOC	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	AI2661066618062	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCR PTION OF OPERATIONS below	N / A	X	WA566D066618092	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACC DENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Garagekeepers			AV7661066618062	7/1/2022	7/1/2023	Limit	2,000,000
C	Garage Liability			AV7661066618062	7/1/2022	7/1/2023	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

Certificate Holder is included as Additional Insured with regard to the General Liability and Automobile Liability per written contract or agreement. This insurance is Primary and Non-contributory. Waiver of Subrogation applies in favor of the Additional Insured. 30-Day Notice of Cancellation applies. 10-Day Notice of Cancellation for Non-payment of Premium applies.

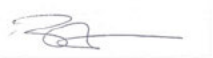
CERTIFICATE HOLDER

City of Tucson
Dept of Procurement
255 W Alameda, 6th FL Lobby
Tucson, AZ 85701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Empire Southwest, LLC
Endorsement Effective Date:	

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

 © Insurance Services Office, Inc., 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Empire Southwest, LLC

Endorsement Effective Date: 07/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

Policy Number: AI2661066618062
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We will not cancel or non-renew this policy or make a material change to the insurance afforded by this policy until written notice of cancellation, non-renewal or material change has been mailed or delivered to those listed in the schedule below at least;

A. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or

B. 30 days before the effective date of the cancellation, non-renewal or material change if we cancel, non-renew or make a material change to the insurance afforded by this policy for any other reason.

Regardless of what is indicated above, the advance notice of cancellation will not be less than that provided in state law.

Schedule

Name: **Address:**

© 2017 Liberty Mutual Insurance

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WA566D066618092 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

© 1983 National Council on Compensation Insurance.

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: RFP #212816

RFP Issued: August 10,2021

Pre-Proposal Date: August 17, 2021

Response Due Date: September 24, 2021

Proposals Received: #2

Awarded to: Caterpillar, Inc. – Contract #212816-01

The City of Tucson, AZ Department of Procurement issued RFP #212816 on August 10, 2021, to establish a national cooperative contract for Heavy Equipment, Parts, Accessories, Supplies and Related Services.

The solicitation included cooperative purchasing language in Sections A. Introduction, A.1. Summary:

NATIONAL CONTRACT:

> *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 and Participating Public Agencies, as well as representative(s) to provide product and service consultations, demonstrations, and training.*
>
> *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. The Contractor will have a sophisticated infrastructure including strategically located nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA

- Helena Independent Record, MT
- Kennebec ME Journal
- The Herald-News, IL
- Las Vegas Sun, NV

On September 24, 2021 proposals were received from the following offerors:

- CTOS Rentals LLC
- Caterpillar, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the top ranked firm, Caterpillar, Inc.

City of Tucson, OMNIA Partners and Caterpillar, Inc. successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of October 3, 2022.

Contract includes:

- New and used heavy equipment
- Parts, accessories, supplies and related services
- Warranties, maintenance, and repair services
- Leasing, financing, trade-in options

Term:
Initial one (1) year agreement effective October 3, 2022 through October 2, 2023 with the option to renew for four (4) additional one-year periods through October 2, 2027.

Pricing/Discount: Minimum discount off list price.

OMNIA Partners Web Landing Page: Caterpillar Cooperative Contract | Contract Documentation (omniapartners.com)

September 22, 2022 ***Sent via email, this day***

Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavelka_tirena_l@cat.com

Subject: RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services
Intent to Award Notice

Dear Ms. Pavelka,

It is the City's intent to accept your proposal for the above referenced solicitation and the City's intent is to make a single contract award to your company, Caterpillar, Inc.

It shall be your responsibility to forward to this department, within ten (10) days of the date of this letter, ***by Monday, October 3rd, no later than 4:00 p.m. AZ Local Time***, the items noted on **Attachment A: Insurance Requirements.**

Regarding the Insurance Requirements and as agreed to in the Negotiation Confirmation Notice, along with Caterpillar, Inc. providing the required insurance documents, Caterpillar's Local Authorized Dealer, Empire Southwest is also required to provide the required Insurance Documents.

The Notice of Intent to Award is not a contract and does not establish any contractual relationship. The Insurance Requirement provision, as listed in the Attachment is one condition precedent to contract execution. The contract is not deemed to be executed until it is signed by the City's Director of Business Services and approved as to form by the City Attorney.

If you should have any questions regarding the items above, please contact me at (520) 837-4134 or Cynthia.Thompson@tucsonaz.gov

Sincerely,

Cynthia Thompson

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

Cc: Christina Dorantes, OMNIA Partners
Attachment A: Insurance Requirements

Attachment A - RFP 212816 – Insurance Requirements

G. INSURANCE REQUIREMENTS

G.1.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 **thirty (30) calendar** days prior to termination, cancellation, or reduction in coverage in any policy. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

B. The Commercial General Liability, Commercial Automobile Liability, and umbrella policies where applicable 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 Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

A. Provide and maintain minimum insurance limits as applicable.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. 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

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

G.5. Garage Liability & Garage Keepers Liability – In addition to I, II, III

Garage Liability Limit $1,000,000

Garage Keeper’s Liability – Direct Primary Coverage

Each Auto Limit: $500,000

Each Occurrence Limit: $1,000,000

*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.

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

A. 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).

B. 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.

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

G.8. Notice of Coverage Modifications: Any changes material to compliance with this contract in the insurance policies above shall require **thirty (30) days** written notice from the Applicable Dealer to the City of Tucson. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.9. 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.10. 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 Procurement Division.

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.

G.11. 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.

G.12. 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.

7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Troy Dagenhart, Water Services Supervisor
Co-Submitter:	Emily Markel
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with RDO Equipment Co. in the amount of $246,933.89 for the purchase of a 2023 John Deere 444P Front Loader.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with RDO Equipment Co. in the amount of $246,933.89 for the purchase of a 2023 John Deere 444P Front Loader; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Cooperative Purchase Contract would provide a replacement unit because the front loader currently being used requires repairs beyond the value of replacement as determined by Fleet. This is critical piece of equipment that performs multiple functions throughout the facility. A front loader is necessary to perform solids handling operations, remove community material that has been dewatered from the drying beds process for disposal, and to help with snow removal operations. Additionally, the new front loader will have the added capability to add multiple attachments, such as the fork-lift attachment included in the purchase. This fork-lift attachment will allow staff to move heavy loads beyond the existing forklift rating. This is a regular need and the purchase will avoid future costs of a rental forklift with the necessary capacity.

Financial Impact:

The current front loader is at the end of its life, with extensive repair needs. There is $120,000 allocated to repairs of the old front loader in FY23 budget from 203-08-311-1115-0-4313 (later determined by fleet for replacement, due to its age and critical function needs). The balance of the cost of the new front loader will be from project savings in the Rio de Flag WRP Bar Screen repair Acct.# 203-08-375-3217-0-4421.

Policy Impact:

No Impact.

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

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship - Promote, protect and enhance a healthy sustainable environment and its natural resources

Safe and Healthy Community - Ensure the built environment is safe through the ise of consistent standards, rules and regulations and land use practices.

Sustainable, Innovative Infrastructure - Deliver outstanding services to residentsthrough a healthy,well maintained infrastructure system.

Carbon Neutrality Plan

CR-2 Strengthen existing community systems to create resilience to both short term and long term change.

HS-4 Improve the resilience of public infrastructure and City facilities

Regional Plan

Goal WR.5. Manage watersheds and stormwater to address flooding concerns.

Goal PF.1. Operational. Policy PF.1.2.Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this item.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with RDO Equipment Co.; or
2. Do not approve the Cooperative Purchase Contract and direct staff to conduct a separate procurement for the necessary equipment. This option is not recommended by staff.

Background/History:

The City will be using the John Deere Construction Retail Sales Cooperative Purchase Contract #032119-JDC with Sourcewell to purchase the 2023 John Deere 444P Front Loader. RDO Equipment Co is an authorized retailer of John Deere equipment under that Cooperative Purchase Contract. This cooperative will ensure better pricing for the equipment.

Key Considerations:

This purchase gives the City the ability to conduct critical operations without a disruption in service. The City uses a front loader 237 days out of 365 days of the year. Without this purchase, the City would have to rent a a front loader for an estimated cost of $8,000 – $10,000 monthly (approx. $72,000 / year in rental fees).

Community Benefits and Considerations:

This front loader could also be used in other areas, such as, assisting Stormwater with storm water mitigation during emergency flooding.

Attachments: Contract

Exhibit A - Quote

Exhibit B.1 - Agency Contract

Exhibit B.2 - Agency Contract

Exhibit B.3 - Agency Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-82

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and R.D. Offutt Company D/B/A RDO Equipment Co., a Delaware Company ("Contractor").

RECITALS:

A. John Deere Construction Retail Sales holds Contract #032119-JDC with Sourcewell to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. Contractor is a fully authorized vendor of John Deere products as described in the Agency Contract; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

2023 JOHN DEERE 444P 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, will not exceed **two hundred forty-six thousand four hundred sixty dollars and twenty-five cents ($246,460.25) including other fees and taxes**; in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

RDO Equipment Co.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

RDO Equipment Co. Quote (Attached)

EXHIBIT B
AGENCY CONTRACT

1. **John Deere** Construction Retail Sales Sourcewell **Contract 032119** (Attached)
2. **Acceptance and Amendments – John Deere 032119** (Attached)
3. **Contract Extension – John Deere 032119** (Attached)

Investment Proposal (Quote)

RDO Equipment Co.
5500 East Penstock Avenue
Flagstaff AZ, 86004
Phone: (928) 526-0639 - Fax: (928) 526-2498

Proposal for:
CITY OF FLAGSTAFF
3200 W ROUTE 66
FLAGSTAFF, AZ, 86001
COCONINO

Investment Proposal Date:	12/21/2022
Pricing Valid Until:	1/4/2023
Deal Number:	1617134
Customer Account#:	5281006
Sales Professional:	Wesley Martin
Phone:	
Fax:	
Email:	wmartin@rdoequipment.com

Comments

*Unit is an order out unit, so please review factory build codes closely as no bid specifications were provided.
*Unit comes with Full Machine Basic Factory Warranty 12 Months/Unlimited Hours.
*Comprehensive 72 Month/7500 Hour Warranty, $300 Deductible, $14,045.00.
*84 Month/7200 Hour PM Agreement $32,610.55.
*ETA of Machine, 6 Months ARO
*ETA of Forks, 40 Days ARO
*FOB Flagstaff

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2023 JOHN DEERE 444P	$166,881.33
			Freight in Davenport, IA > Flagstaff, AZ	$5,572.63
			Prep / Reconditioning PDI/Fuel	$2,380.30
			PM Essential Final Tier 4 - 0 - 7200 Hours	$32,610.55
			Warranty -John Deere Comprehensive-72 Months, 7500 Hours,Deductible: 300	$14,045.00
1	TBD TBD	0	New 2023 WERK-BRAU WBLCF1-60	$6,089.88
			Freight in Findlay, OH > Flagstaff, AZ	$898.00
			Equipment Subtotal:	**$228,477.69**

Purchase Order Totals

Balance:	$228,477.69
Total Taxable Amount:	$195,867.14
AZ STATE TAX:	$10,968.56
AZ COUNTY TAX:	$2,546.27
AZ CITY TAX:	$4,467.73
Sales Tax Total:	$17,982.56
Sub Total:	$246,460.25
Cash with Order:	$0.00
Balance Due:	**$246,460.25**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2023 JOHN DEERE 444P	6011DW 444 P-Tier Wheel Loader 0202 United States 0259 English 0351 Translated Text Labels 0400 Standard Loader 0451 Standard Z-BAR 0611 Level 1 Trim 0654 Level 1 Performance 0951 Rear Camera (Primary Display) 1100 Less Detection System 1301 Left Side Steps 183E JDLink™ 2201 Less Payload Scale w/ Cycle Counter 4065 John Deere 4.5L - FT4/SV 6522 Rear Counterweight & Rear Hitch w/ Pin 7026 Joystick Controls 7054 Three Function Hydraulics 5201 Firestone SGG - 17.5-25 L2 12PR Bias Tires w/ 1 PC Rims 5552 Standard Front Fenders 7403 Hydraulic Coupler - JRB 416 Pattern 7822 3.00 YD (2.30 CM) Enhanced Performance 7458 Bolt-On Cutting Edge
1	TBD	2023 WERK-BRAU WBLCF1-60	WBLCF1-60 Construction Coupler Forks - 60" Tines

SourcewellSM
Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening
March 22, 2019
8:30 a.m. Central Time
At the offices of Sourcewell
202 12th Street Northeast, Staples, MN 56479

RFP #032119

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 #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 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 March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

RFP Timeline

January 31, 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 5, 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 14, 2019	**Deadline for RFP questions.**
March 21, 2019 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
March 22, 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.

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

3.17.1 Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.

3.17.2 A Proposer must meet **at least one** of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and it's subsections, the term "published" means that the information is readily available through the proposer's printed literature or website and that the proposer has verified the accuracy of the information:

3.17.2.1 At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.

3.17.2.2 At least one motor grader with a published maximum operating weight of at least 30,000 lbs.

3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3.17.2.4 At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.

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

3.17.3.1 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. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
    ii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
    iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
    iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
    v. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
    vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)

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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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 $200 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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 #: 032119-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 # 032119-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 # 032119-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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, 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: Sourcewell, 202 12th St NE, PO Box 219 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
					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.

(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: _____

ADDENDUM ONE (1)
to that certain
Sourcewell RFP #032119
Issued by
Sourcewell ℠ (Formerly NJPA)
for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Consider the following to be part of the above-titled RFP: Appendices B, C and D.

Appendices B, C and D, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.

COMPANY NAME: _____
SIGNATURE: _____
DATE: _____
Please include this signed Addendum with your RFP response.

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

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		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

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					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

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					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
					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.

(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: B986BB43-5AB0-4207-86D3-05B9F5D54A03

CONTRACT EXTENSION

Contract Number: #032119-JDC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc., 1515 5th Ave., Moline, IL 61265 have entered into Contract #032119-JDC for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/1/2022 | 1:47 PM CST

John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.

DocuSigned by:
By: Brooke (Forsberg) DeVol
23E19C6B5FD143D...
Brooke (Forsberg) DeVol
Title: Contract Administrator
Date: 12/13/2022 | 2:23 PM PST

DocuSign Envelope ID: F71579A7-EF16-49C5-BABC-4D9BBC37120C

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 #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

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 13, 2019 and will expire on May 13, 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
C0ED2A139D08489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E4288F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

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

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver
VENDOR AUTHORIZED SIGNATURE

Mark Oliver
(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC

DocuSign Envelope ID: FCE16DED-FE51-4A90-B857-7E46D1B0844E

AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT ("Amendment") to Sourcewell Contract # 032119-JDC ("Agreement") is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales ("Vendor")

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.'s products, ordering process, and sales/administration contacts will be included in John Deere's portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogele brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
   After the first paragraph, insert:
   <u>"Wirtgen America, Inc. does not accept the P-card procurement and payment process."</u>

DocuSign Envelope ID: FCE16DED-FE51-4A90-B857-7E46D1B0844E

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
"Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit."

3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:

"Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogele) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. "Program Eligible" opens the contract's machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:
Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price

Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.

Depreciation varies based on age, hours, and machine type.

Depreciation is negotiated between dealer and customer.

Sourcewell Administration Fee will be paid on Standard Contract Selling Price."

4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
"The discount range varies from 17% to 44% off the manufacturer's published List prices."

5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as "John Deere Limited", the proper business name is "John Deere Canada ULC."

DocuSign Envelope ID: FCE16DED-FE51-4A90-B857-7E46D1B0844E

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:
x Jeremy Schwartz
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:
x Richard Murga
Authorized Signature – **Signed**

By Richard Murga
Name – **Printed**

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:
x Chad Coauette
Authorized Signature – **Signed**

By Chad Coauette
Name – **Printed**

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

DocuSign Envelope ID: 4DEF6B38-AC85-49FC-90D4-B19FBD91B13A

AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Author

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/18/2020 | 3:25 PM CDT

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

By: DocuSigned by: Richard Murga B5FD5EFBEF6045A...
Author

Richard Murga
Name – Printed

Title: Contract Administrator

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Author

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

DocuSign Envelope ID: A73FA430-23DD-4AAA-808C-C04C3B4AF1A5

AMENDMENT #3
TO
CONTRACT #032119-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Heavy Construction Equipment with Related Accessories, Attachments, and Supplies, effective May 13, 2019, through May 13, 2023 (Contract).

Vendor has notified Sourcewell that its name changed on October 31, 2022, from John Deere Shared Services, Inc., to John Deere Shared Services LLC, with an address of 400 East Court Avenue, Des Moines, Iowa 50309. Vendor is now requesting to change the name of the contract holder, and Sourcewell agrees to this change.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 12/20/2022 | 3:21 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 12/20/2022 | 3:22 PM CST

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...
Mark Oliver

Title: Manager, Contract Sales

Date: 12/20/2022 | 3:08 PM CST

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Ben Mejia, Planner
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Approval of PZ-15-00115-23 - Adora - Phase 2 at Timber Sky Final Plat: Capstone Homes requests Final Plat approval for Adora - Phase 2 at Timber Sky located at 2760 S Vega Street, a 39 lot single-family subdivision on 7.15 acres in the Medium-Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

Capstone Homes requests Final Plat approval for Adora - Phase 2 at Timber Sky subdivision, consisting of 39 single-family lots located on 7.15 acres in the Medium-Density Residential (MR) Zone.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

There are no policy impacts anticipated with this Final Plat.

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

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

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.

Regional Plan

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

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:

City Council approved a Zoning Map Amendment and an Annexation in support of the proposed subdivision in 2016.

Options and Alternatives:

1. Approve the Final Plat with no conditions, as recommended by City staff.
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 Design Standards and Specifications for New Infrastructure.

Background/History:

Timber Sky is a proposed 1,300 (maximum density) residential dwelling unit development. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Avenue Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire leaving a 700-foot-wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing aboveground 69 kV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be under grounded with the development of the second phase of Timber Sky.

The applicant, Capstone Homes, is seeking Final Plat approval for Adora Phase II at Timber Sky (Block 3B) within the second phase of Timber Sky consisting of 39 single-family residential lots utilizing the Planned Residential Development (PRD) option.

Key Considerations:

Staff reviewed and approved the Final Plat on December 22, 2022, based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

The property is zoned Medium Density Residential (MR) Zone, which has a minimum density requirement of 6 units per acre and a maximum of 9 units per acre in the Resource Protection Overlay. The proposed 39 lots on 7.15 acres have a gross density of 5.45 units per acre and a net density of 7.06 units per acre. The plat utilizes the Planned Residential Development standards which allow for smaller lot sizes. The application conforms with all the requirements of the MR Zone and uses the building form and placement standards of the T4N.2 Zone.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan Goals and Policies review process.

Community Involvement:

Inform. The existing zoning of the subject property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Final Subdivision Plat review process.

Attachments: Final Plat for Adora Phase II at Timber Sky (PZ-15-00115-29)

PLOTTED: Dec 15, 2022–9:17am

FINAL PLAT

FOR

ADORA AT TIMBER SKY - PHASE 2

FLAGSTAFF, ARIZONA

A SUBDIVISION OF BLOCK 3B ACCORDING TO THE TIMBER SKY FINAL BLOCK PLAT, PHASE 2, INSTRUMENT NUMBER 3937728, OFFICIAL RECORDS OF COCONINO COUNTY

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT ABBOTT–RHOTON INVESTMENTS, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), AS 'OWNER' AND 'GRANTOR,' HAS SUBDIVIDED UNDER THE NAME ARES AT TIMBERSKY – PHASE 2, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, AND THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 6 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 PLAT OF ADORA AT TIMBERSKY – PHASE II 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.

RIGHT-OF-WAYS DEDICATED

PUBLIC RIGHT–OF–WAY (ROW). GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS–OF–WAY SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT–OF–WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

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 AS FOLLOWS:

PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

VEHICULAR NON–ACCESS EASEMENT (VNAE) FOR TRAFFIC CONTROL PURPOSES. VEHICLE ACCESS AND DRIVEWAYS ARE PROHIBITED IN THE EASEMENT AREA.

BENCH EASEMENT (BE) FOR A 1' LEVEL BENCH BEYOND THE RIGHT–OF–WAY LIMITS.

THE OWNER HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:
ASSIGNS ALL AREAS ON THIS PLAT MARKED P.U.E. OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS. WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

EASEMENTS AND GENERAL CONDITIONS

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA 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, AND SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
2. 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
3. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
4. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
5. 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.

ABBOTT–RHOTON INVESTMENTS, LLC., ["GRANTOR" OR "OWNER"], 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.

NOW, THEREFORE, IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 202_.

BY: ABBOTT–RHOTON INVESTMENTS, LLC.

BY: _____
CLINTON WHITING
ITS: _____

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

ON THIS _____ DAY OF _____, 202_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT ABBOTT–RHOTON INVESTMENTS, 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, COCONINO COUNTY, ARIZONA, ON THE ___ DAY OF _____, 20__.

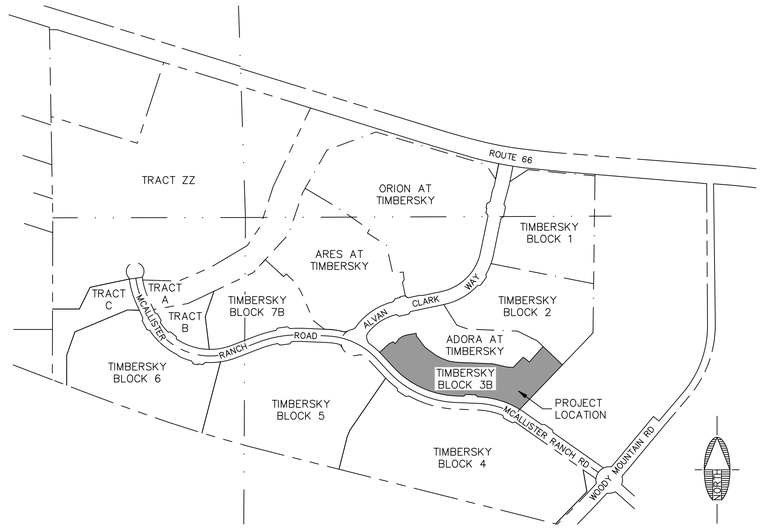
BY: _____
MAYOR

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, COCONINO COUNTY, ARIZONA ON THE ___ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

BY: _____
PLANNING DIRECTOR



VICINITY MAP

N.T.S.

SHEET LIST TABLE		
SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
1	FP01	COVER SHEET
2	FP02	EXISTING BOUNDARY
3	FP03	FINAL PLAT
4	FP04	FINAL PLAT – NRPP ENVELOPES

LEGEND

- EX. ROW
- EX. LOT LINE
- EX. CENTER LINE
- EX. EASEMENT
- EX. SECTION LINE
- PROJECT BOUNDARY
- PARCEL BOUNDARY
- ROW
- LOT LINE
- CENTERLINE
- EASEMENT (P.U.E./DE/VNAE/SLOPE)

PROPERTY INFORMATION:

APN# 112–01–706
BLOCK 3B

AREA GROSS = 6.96 AC
AREA NET = 5.27 AC
DENSITY GROSS = 5.60 DU/AC
DENSITY NET = 7.40 DU/AC

TOTAL AREA OF ROW: 1.69 AC
TOTAL AREA OF LOTS (39 TOTAL): 4.68 AC

TRACT A: SEWER EASEMENT
TRACT B, C, AND E: LANDSCAPED AREAS AND OPEN SPACE
TRACT D: OPEN SPACE ROCK OUTCROPPING PRESERVATION

ZONING: MEDIUM DENSITY RESIDENTIAL (MR) WITH PRD DEVELOPMENT OPTION T4N.2

PROPERTY OWNER/DEVELOPER:

ABBOT–RHOTON INVESTMENTS, LLC
CONTACT: CLINTON WHITING
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005
(928) 774–3826

CIVIL ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN, PE #58405
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774–0354

SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING, RLS #48756
110 W, DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774–0354

NOTES:

1. TRACTS A, B, C, D, AND E ARE DEDICATED HEREON TO THE TIMBER SKY COMMUNITY ASSOCIATION FOR THE FOLLOWING PURPOSES: TRACT A FOR SEWER EASEMENT; TRACT B, C, AND E FOR LANDSCAPE AND OPEN SPACE; AND TRACT D FOR OPEN SPACE AND RESOURCE PRESERVATION OF THE EXISTING ROCK OUTCROPPING.
2. 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.
3. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
5. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR 'ADORA AT TIMBER SKY – PHASE 2' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
6. 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.
7. TOPOGRAPHIC, BOUNDARY, AND EXISTING EASEMENT INFORMATION BASED ON INFORMATION PER INST. #3810031 AND #3937728, AND SUPPLEMENTAL TOPOGRAPHIC SURVEY PERFORMED BY SHEPHARD–WESNITZER, INC. IN NOVEMBER 2020.
8. RESOURCE PROTECTION. A BUILDING ENVELOPE FOR EACH LOT IS SHOWN AND PLATTED HEREON FOR THE PURPOSE OF MAINTAINING RESOURCES IN ACCORDANCE WITH THE ZONING CODE'S RESOURCE PROTECTION OVERLAY DESIGNATION. ALL DEVELOPMENT ON A LOT SHALL OCCUR WITHIN THE BUILDING ENVELOPE, EXCEPT THAT ACCESSORY STRUCTURES THAT COMPLY WITH THE REQUIREMENTS OF THE ZONING CODE MAY BE DEVELOPED OUTSIDE OF THE BUILDING ENVELOPE, PROVIDED THAT NO RESOURCES ARE REMOVED OR ENCROACHED UPON. A MODIFICATION TO A LOT'S BUILDING ENVELOPE THAT COMPLIES WITH THE ZONING CODE MAY BE APPROVED BY THE CITY OF FLAGSTAFF'S PLANNING DIRECTOR AND RECORDED IN COCONINO COUNTY, ARIZONA. ALL APPLICABLE PROVISIONS OF THE ZONING CODE, AS AMENDED, SHALL APPLY.

SITE BENCHMARK

2" ALUMINUM CAP IN MEDIAN
NORTHEAST CORNER ISLAND OF
MCALLISTER RANCH ROAD AND ALVAN
CLARK WAY ROUNDABOUT
ELEVATION = 7088.834'

BASIS OF BEARING

NORTH 89–47–14 EAST, 2555.77' FROM THE NORTHWEST QUARTER CORNER OF SECTION 19 TO THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDAN, COCONINO COUNTY, ARIZONA, ACCORDING TO THE INST. NO. 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

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

LUMEN
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 DATED 3/16/2022
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY BY LETTER DATED 4/6/2022
BY: DATE:

LUMEN
KEVIN WAGNER ON BEHALF OF MANUEL HERNANDEZ
BY LETTER DATED 4/4/2022
BY: DATE:

ALTICE USA
SANFORD YAZZIE BY LETTER DATED 3/16/22
BY: DATE:

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT CONFLICTS. REFER TO UTILITY CONFLICT RESPONSE LETTERS FOR MORE DETAILED INFORMATION.

REGISTERED LAND SURVEYOR
STATE OF ARIZONA
48756
AARON D. BORLING
Date Signed 12/15/22
ARIZONA, U.S.A.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

FLAGSTAFF ARIZONA

ADORA AT TIMBER SKY – PHASE 2

COVER SHEET

JOB NO:	21169
DATE:	DEC 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK
CHECKED:	ADB

REVISIONS			
NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swoz.com
Shephard Wesnitzer, Inc.

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.
FP01

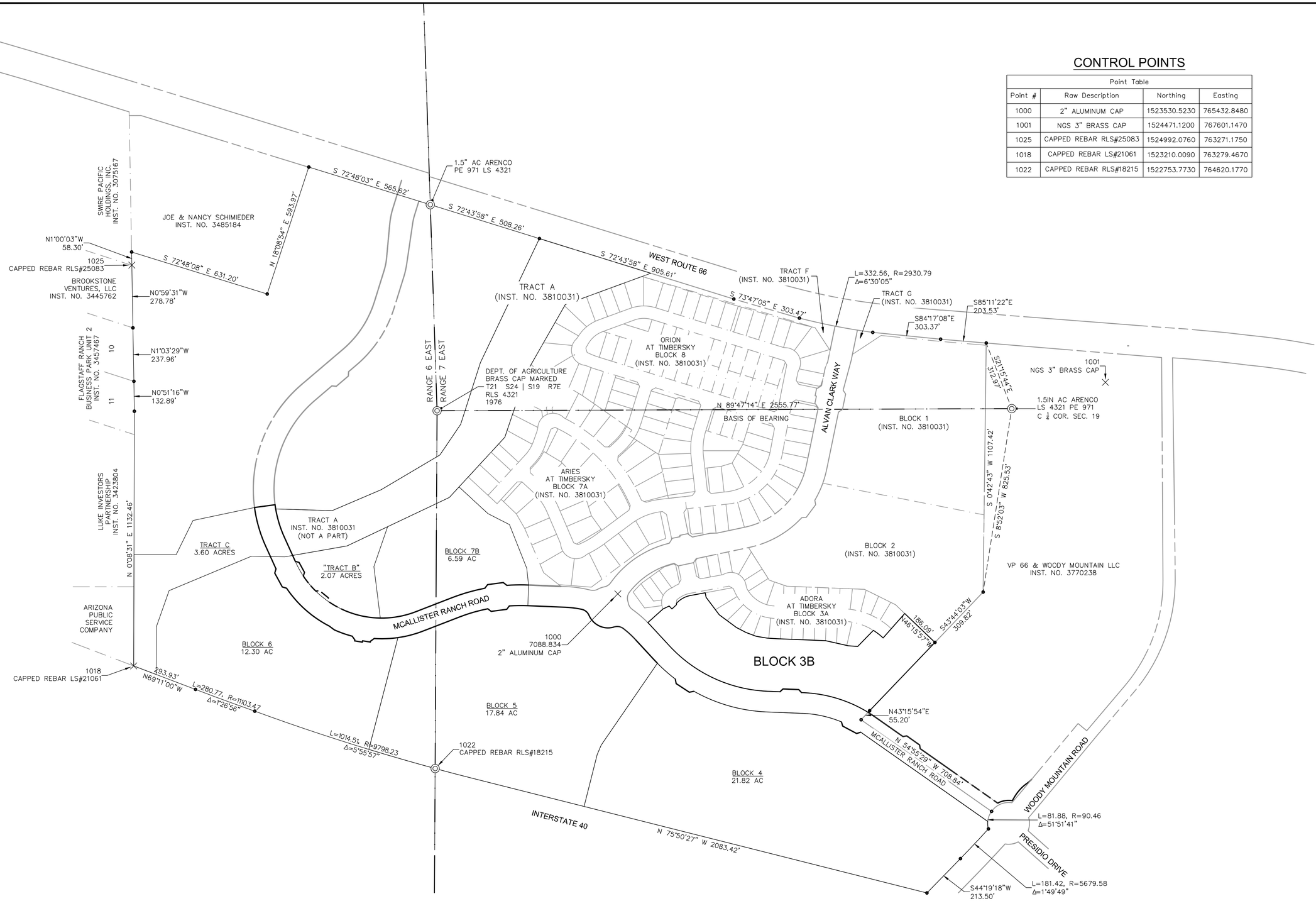
SHT NO. 1 OF 4

FILE: P:\2021\21169\DRAWINGS\PLATS\FINAL\21169 COVERLOWG EKEISER

PLOTTED: Dec 15, 2022-9:17am

CONTROL POINTS

Point Table			
Point #	Raw Description	Northing	Easting
1000	2" ALUMINUM CAP	1523530.5230	765432.8480
1001	NGS 3" BRASS CAP	1524471.1200	767601.1470
1025	CAPPED REBAR RLS#25083	1524992.0760	763271.1750
1018	CAPPED REBAR LS#21061	1523210.0090	763279.4670
1022	CAPPED REBAR RLS#18215	1522753.7730	764620.1770



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 THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

REGISTERED LAND SURVEYOR 48756 AARON D. BORING Date Signed... 12/15/22 ARIZONA, USA

Aaron D. Boring, RLS 48756

SCALE 1" : 200'
0 100 200

NORTH

FLAGSTAFF ARIZONA

ADORA AT TIMBER SKY – PHASE 2

EXISTING BOUNDARY

JOB NO:	21169
DATE:	DEC 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK
CHECKED:	ADB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. FP02

SHT NO. 2 OF 4

FILE: P:\2021\21169\DRAWINGS\PLATS\FINAL\3B-EXISTING BOUNDARY-21169.DWG EKEISER

PLOTTED: Dec 15, 2022 - 9:17am

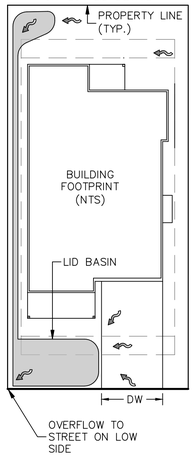
LEGEND

- ● – CENTERLINE MONUMENT TO BE SET AT COMPLETION OF INFASTRUCTURE
- ◎ – MONUMENT TO BE SET AT COMPLETION OF INFRASTRUCTURE
- EXISTING P.U.E. (AS LABELED)
- NEW V.N.A.E./B.E./P.U.E. (AS LABELED)
- EX LOT LINE
- EX STREET ROW
- EX STREET CENTERLINE
- PROPERTY BOUNDARY
- NEW STREET ROW
- NEW STREET CENTERLINE

P.U.E.: PUBLIC UTILITY EASEMENT.
B.E.: BENCH EASEMENT.
V.N.A.E.: VEHICLE NO ACCESS EASEMENT.

* LID BASINS WILL BE CONSTRUCTED BY THE HOMEBUILDER WITHIN EACH LOT AT THE TIME OF CONSTRUCTION OF THE HOUSE. LID BASIN REQUIREMENTS FOR EACH LOT WILL BE DEPENDED ON THE SELECTED BUILDING FOOTPRINT AND WILL BE BASED ON PROVIDING TREATMENT FOR 1/2 INCHES OF RAINFALL FOR THE TOTAL AREA OF IMPERVIOUS SURFACES WITHIN THE LOT. THE MAXIMUM DEPTH OF LID BASINS SHALL BE 8 INCHES. DRAINAGE SWALES AND LID BASINS ON LOTS SHALL BE GRADED WITH THE INTENT OF PRESERVING EXISTING TREES. THE MAINTENANCE OF THE LID BASIN IS THE RESPONSIBILITY OF EACH HOMEOWNER IN ACCORDANCE WITH THE CC & R's.

ON-LOT LID DETAIL



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.46	68.00	33°14'46"
C2	11.30	50.00	12°56'41"
C3	2.56	50.00	2°55'46"
C4	7.90	539.00	0°50'25"
C5	50.00	539.00	5°18'54"
C6	11.25	629.00	1°01'31"
C7	58.52	629.00	5°19'51"
C8	50.00	539.00	5°18'54"
C9	60.20	629.00	5°29'02"
C10	20.00	539.00	2°07'34"
C11	20.00	629.00	1°49'19"
C12	50.00	539.00	5°18'54"
C13	60.17	629.00	5°28'52"
C14	50.00	539.00	5°18'54"
C15	58.45	629.00	5°19'28"
C16	50.00	539.00	5°18'54"
C17	58.43	629.00	5°19'21"
C18	50.00	539.00	5°18'54"
C19	58.41	629.00	5°19'13"
C20	50.00	539.00	5°18'54"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C21	58.38	629.00	5°19'05"
C22	45.26	539.00	4°48'41"
C23	50.00	629.00	4°33'17"
C24	8.22	50.00	9°25'06"
C25	61.42	484.00	7°16'16"
C26	39.04	596.00	3°45'12"
C27	44.94	686.00	3°45'12"
C28	50.00	596.00	4°48'24"
C29	57.55	686.00	4°48'24"
C30	8.72	484.00	1°01'57"
C31	50.00	596.00	4°48'24"
C32	57.55	686.00	4°48'24"
C33	50.00	596.00	4°48'24"
C34	35.74	686.00	2°59'07"
C35	15.75	50.00	18°02'51"
C36	6.43	68.00	5°24'50"
C37	50.30	68.00	42°22'44"
C38	49.70	68.00	41°52'47"
C39	11.48	68.00	9°40'08"
C40	14.63	50.00	16°45'58"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C41	13.30	50.00	15°14'09"
C42	11.31	68.00	9°31'42"
C43	53.63	68.00	45°11'24"
C44	61.42	484.00	7°16'16"
C45	61.42	484.00	7°16'16"
C46	61.42	484.00	7°16'16"
C47	61.42	484.00	7°16'16"
C48	61.42	484.00	7°16'16"
C49	379.99	484.00	44°58'58"
C50	42.08	741.00	3°15'13"
C51	50.00	741.00	3°51'58"
C52	50.00	741.00	3°51'58"
C53	50.00	741.00	3°51'58"
C54	51.60	741.00	3°59'23"
C55	16.38	14.00	67°01'01"
C56	21.19	14.00	86°44'27"
C57	6.80	272.50	1°25'49"
C59	20.40	546.00	2°08'28"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	7.07	N 47°16'39" E
L2	2.00	N 87°43'21" W
L3	18.38	S 47°16'39" W
L4	7.07	S 42°43'21" E
L5	14.14	S 42°43'21" E
L6	18.38	N 42°43'21" W
L7	7.07	S 42°43'21" E
L8	2.00	N 87°43'21" W
L9	14.14	N 47°16'39" E
L10	7.07	N 47°16'39" E
L11	48.31	N 62°36'28" W
L12	37.94	S 69°32'00" E
L13	30.28	S 64°37'55" W
L14	17.77	N 42°44'23" W
L15	27.50	S 47°15'37" W
L16	6.53	N 2°16'02" E
L17	48.74	N 80°33'26" W
L18	49.68	N 86°32'48" W
L19	41.57	N 85°46'24" W

ADORA AT TIMBER SKY INST. NO 3810033 (NOT A PART)

VEGA ST

LOCKWOOD WAY

ADORA AT TIMBER SKY INST. NO 3810033 (NOT A PART)

W LYRA WAY

S KUIPER DR

W LYRA WAY

MCALLISTER RANCH RD

BLOCK 5 INST. NO 3937728 (NOT A PART)

BLOCK 4 INST. NO 3937728 (NOT A PART)

EX 50' TELEPHONE EASEMENT PER PATENT 118508 AND MAP PROVIDED BY APS

EX 20' P.U.E. ABANDONED HEREON

1' B.E. DEDICATED HEREON

8' P.U.E. DEDICATED HEREON

20.0' P.U.E DEDICATED HEREON

1' VNAE DEDICATED HEREON

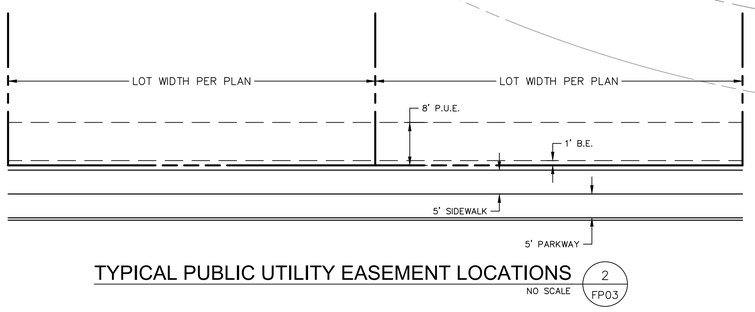
TRACT 'A'
TRACT 'B'
TRACT 'C'
TRACT 'D'
19079.84 SF
0.44 AC
TRACT 'E'
6390.22 SF
0.15 AC
3063.14 SF
0.07 AC

PHASE 2 IMPROVEMENTS
92.00' ROW
MCALLISTER RANCH RD

TYPICAL PUBLIC UTILITY EASEMENT LOCATIONS

NO SCALE

2 FP03



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed 12/5/22
ARIZONA, USA

CERTIFICATE OF LAND SURVERYOR

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 THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

Aaron D. Borling, RLS 48756

SCALE 1" : 30'
0 15 30

FILE: P:\2021\21169\DRAWINGS\PLATS\FINAL\21169 FINAL PLAT.DWG EKEISER

FLAGSTAFF ARIZONA

ADORA AT TIMBER SKY – PHASE 2

FINAL PLAT

JOB NO:	21169
DATE:	DEC 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK
CHECKED:	ADB

NO.	DESCRIPTION	DATE	BY
REVISIONS			

110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

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.
FP03

SHT NO. 3 OF 4

PLOTTED: Dec 15, 2022 - 9:17am

ALVAN CLARK WAY

ADORA AT TIMBER SKY INST. NO 3810033 (NOT A PART)

VEGA ST

LOCKWOOD WAY

ADORA AT TIMBER SKY INST. NO 3810033 (NOT A PART)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	78.94	N 12°24'14" E
L2	7.12	N 77°35'46" W
L3	3.43	S 11°04'21" W
L4	12.70	S 8°19'21" W
L5	69.44	N 7°05'20" E
L6	65.87	S 2°16'39" W
L7	20.09	S 87°43'21" E
L8	15.01	N 2°16'39" E
L9	67.86	N 6°01'51" E
L10	14.14	S 8°26'03" W
L11	12.37	N 12°32'04" E
L12	13.76	S 79°13'23" E
L13	12.49	N 10°50'15" E
L14	17.66	N 74°21'21" W
L15	57.42	N 15°38'39" E
L16	67.31	N 15°38'39" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L17	14.69	S 18°11'17" W
L18	47.44	N 11°29'22" W
L19	10.77	N 78°30'38" E
L20	67.20	N 11°29'22" W
L21	86.56	N 43°44'03" E
L22	38.10	S 46°15'57" E
L23	18.05	S 2°39'48" E
L24	31.32	N 45°53'52" W
L25	68.31	N 45°53'52" W
L26	15.76	N 44°06'08" E
L27	18.51	N 45°53'52" W
L28	21.36	N 44°06'08" E
L29	72.43	N 45°53'52" W
L30	39.02	N 43°44'03" E
L31	72.18	N 45°58'51" W
L32	38.91	N 44°06'08" E

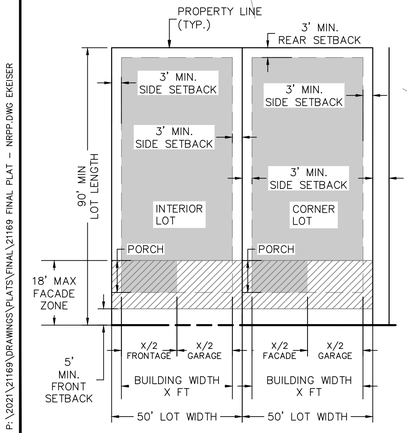
LINE TABLE		
LINE #	LENGTH	DIRECTION
L33	64.63	N 45°53'52" W
L34	1.90	N 44°06'08" E
L35	6.77	N 45°53'52" W
L36	29.46	N 43°44'03" E
L37	7.89	S 46°15'57" E
L38	9.40	N 43°44'03" E
L39	59.77	N 45°53'52" W
L42	19.47	N 44°06'08" E
L43	73.73	N 45°53'52" W
L44	20.52	N 43°44'03" E
L45	8.47	S 45°53'52" E
L46	23.48	N 43°44'03" E
L47	30.67	S 77°23'12" E
L48	11.05	S 85°46'24" E
L49	33.19	S 13°18'11" W
L50	6.45	S 72°52'14" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L51	54.68	S 17°07'46" W
L52	55.91	S 17°07'46" W
L53	19.31	N 72°52'14" W
L54	33.18	N 31°33'48" E
L55	27.69	S 58°23'25" E
L56	12.85	S 31°36'35" W
L57	19.98	S 58°23'25" E
L58	69.82	S 37°57'38" W
L59	29.77	S 58°23'25" E
L60	28.45	S 44°16'29" W
L61	31.01	N 45°43'31" W
L62	56.29	S 44°16'29" W
L63	11.13	S 82°54'40" E
L64	10.43	S 44°06'08" W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	33.50	626.00	3°03'57"
C2	24.11	599.00	2°18'21"
C3	24.97	609.00	2°20'59"
C4	19.87	599.00	1°54'02"
C5	18.02	681.00	1°30'58"
C6	24.25	612.00	2°16'12"
C7	20.66	599.00	1°58'33"
C8	36.17	73.00	28°23'25"
C10	9.62	73.00	7°33'01"
C11	11.97	45.00	15°14'09"

1 4456.17 SF 0.10 AC
2 4600.39 SF 0.11 AC
3 4721.28 SF 0.11 AC
4 4984.97 SF 0.11 AC
5 5050.72 SF 0.12 AC
TRACT 'A' 1830.31 SF 0.04 AC
6 5032.42 SF 0.12 AC
7 4941.02 SF 0.11 AC
8 4926.67 SF 0.11 AC
9 4911.88 SF 0.11 AC
10 4896.79 SF 0.11 AC
11 4846.05 SF 0.11 AC
12 4475.00 SF 0.10 AC
TRACT 'B' 728.00 SF
TRACT 'C' 728.00 SF
13 4740.32 SF 0.11 AC
14 4839.76 SF 0.11 AC
15 4839.76 SF 0.11 AC
16 4808.61 SF 0.11 AC
17 7429.29 SF 0.17 AC
18 8042.53 SF 0.18 AC
19 4704.27 SF 0.11 AC
20 4737.32 SF 0.11 AC
21 4680.94 SF 0.11 AC
22 4710.92 SF 0.11 AC
23 7581.10 SF 0.17 AC
24 5868.06 SF 0.13 AC
25 5981.04 SF 0.14 AC
26 5848.70 SF 0.13 AC
27 5659.02 SF 0.13 AC
28 5419.17 SF 0.12 AC
29 5199.64 SF 0.12 AC
30 5088.55 SF 0.12 AC
31 4536.76 SF 0.10 AC
32 4500.00 SF 0.10 AC
33 4500.00 SF 0.10 AC
34 4751.08 SF 0.11 AC
35 4935.16 SF 0.11 AC
36 4934.57 SF 0.11 AC
37 5009.89 SF 0.12 AC
38 6647.14 SF 0.15 AC
39 6390.22 SF 0.15 AC
3063.16 SF 0.07 AC
TRACT 'D' 19079.84 SF 0.44 AC
TRACT 'E'

5.00' TYP FRONT SETBACK
3.00' TYP SIDE SETBACK
3.00' TYP REAR SETBACK
55.00'
W LYRA WAY
S KUIPER DR
MCALLISTER RANCH RD
BLOCK 5 INST. NO 3937728 (NOT A PART)
BLOCK 4 INST. NO 3937728 (NOT A PART)
EX 50' TELEPHONE EASEMENT PER PATENT 118508 AND MAP PROVIDED BY APS



NOTES:
1. FRONT SETBACK: 5' MIN – 12' MAX. TO LIVABLE FRONT PORCH OR SIDE ENTRY GARAGE
2. FRONT SETBACK: 18' TO FRONT ENTRY GARAGE
3. SIDE SETBACK: 0' SHARED WALL OR 3' MIN
4. REAR SETBACK: 3' MIN
5. MAXIMUM ALLOWABLE LOT COVERAGE IS 80%
6. MAXIMUM BUILDING ENVELOPE: 47' X 82' (ACTUAL DIMENSIONS VARY PER LOT)
6. FRONT FACADE WITHIN FACADE ZONE: 50% MIN
7. 8' X 10' MIN PORCH FRONT TO BE PROVIDED
8. PORCH FRONTAGE PROVIDED FOR THE UNIT.

LEGEND

NRPP ENVELOPE (VARIES FROM TYP. SETBACK DIMENSIONS)

TYPICAL SETBACK, DIMENSIONS PER DETAIL ON THIS SHEET

REGISTERED LAND SURVEYOR 48756 AARON D. BORLING Date Signed 12/15/22 ARIZONA, U.S.A.

CERTIFICATE OF LAND SURVERYOR

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Aaron D. Borling, RLS 48756

SCALE 1" : 30'
0 15 30

FLAGSTAFF ARIZONA

ADORA AT TIMBER SKY – PHASE 2

FINAL PLAT - NRPP ENVELOPES

JOB NO: 21169
DATE: DEC 22
SCALE: AS SHOWN
DRAWN: ELK
DESIGN: ELK
CHECKED: ADB

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
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928.774.8934 fax
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DRAWING NO. FP04

SHT NO. 4 OF 4

FILE: P:\2021\21169\DRAWINGS\PLATS\FINAL\21169 FINAL PLAT – NRPP.DWG EKGISER

7. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Approval of Contract: Lone Tree Overpass Project - Award of the Third Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $1,583,826.20.

STAFF RECOMMENDED ACTION:

1. Award of the Third Amendment to the Design-Build Services Agreement to Ames Construction in an amount not to exceed $1,583,826.20; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This Third Amendment will provide for an early construction work package to prepare for construction of the Lone Tree Overpass Project ("Overpass" or "Project"). This Third Amendment includes cost for demolition of existing buildings, railway shoring design, and contingencies for subsurface utility investigation, aesthetics and public art design, environmental clean up, and fuel escalation.

Financial Impact:

The Lone Tree Overpass Project (north of Butler Avenue) is currently budgeted in FY2022-2023 in the amount of $9,685,736 and anticipated to be funded in FY2023-2024 in the amount of $8,000,000 in the Transportation Fund, Account Number 047-10-112-3054-6. The Lone Tree Corridor Project (south of Butler Avenue) is currently budgeted in FY2022-2023 in the amount of $1,900,000 and anticipated to be funded in FY 2023-2024 in the amount of $1,000,000 in the Transportation Fund, Account Number 048-10-118-3495-6. The cost for the public art design will be provided from the Beautification, Arts, and Sciences Program, Account Number 051-07-212-3419.

Policy Impact:

None.

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

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan – Goal T.2. -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

A previous City Council reviewed options for the Lone Tree Overpass Project and directed staff to prepare ballot language for a $73M bond project to be funded through secondary property tax in the 2018 election, which was passed by the Flagstaff voters.

On February 2, 2021, the City Council awarded the first design phase agreement to Ames Construction.
On September 7, 2021, the First Amendment to the Contract was approved.
On March 1, 2022, the Second Amendment to Contract was approved.

Options and Alternatives:

1. Approve the Third Amendment to the Design-Build Services Agreement to Ames Construction as presented; or
2. Reject the Third Amendment to the Design-Build Services Agreement and direct Staff to re-negotiate the terms and fee structure with Ames Construction.

Background/History:

The Lone Tree Overpass has been a planned project for over two decades in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge and adjacent surface streets was completed in 2010. The goal of the Project is to provide better connectivity for the City's transportation network and provide a grade-separated crossing over the BNSF Railway corridor and the future Rio de Flag channel, which increases safety and convenience for multi-modal commuters.

The Overpass project also coordinates with the future planned improvements of the Lone Tree Corridor reconstruction, which was studied in a report completed in 2006. The Lone Tree Corridor and Overpass serves to connect the southern area of town with the Route 66 corridor and provides an option that reduces congestion on other roadway corridors, including Milton Road.

A portion of the Lone Tree Corridor from Sawmill Road to Butler Avenue is included in this Overpass design. This section of the corridor was included at this time to provide a coordinated improvement north and south of the Butler Avenue Intersection.

In November 2018, the voters were asked to approve a ballot measure to fund the Overpass (Proposition 420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

In the fall of 2020, Ames Construction was selected by a six-member evaluation committee as the most qualified service provider for the Project pursuant to the evaluation and ranking process per A.R.S. sec. 34-603.

On February 2, 2021, Council awarded the first design phase services agreement with Ames Construction, on September 7, 2021, the First Amendment was approved, and on March 1, 2022, the Second Amendment was approved. These initial contracts included scope for preliminary roadway/bridge/intersection/rail design, agency coordination, right-of way acquisition and relocation, utility/drainage design and coordination, Economic Impact Study, public involvement, surveying, environmental clearances, and geotechnical analysis. This Third Amendment will provide for an early construction work package that includes cost for demolition of existing buildings, railway shoring design, and contingencies for subsurface utility investigation, aesthetics and public art design, environmental clean up, and fuel escalation.

Key Considerations:

This early work package will help prepare the project site for start of construction in the summer of 2023. The scope of this amendment includes:

- Demolition of existing buildings and site clean up
- Railway shoring design
- Subsurface utility investigation
- Aesthetics and public art design
- Environmental clean up
- Fuel escalation

Ames Construction will be utilizing local Flagstaff resources for project demolition, site clean up, and environmental consulting services.

Expanded Financial Considerations:

The Lone Tree Overpass Project (north of Butler Avenue) is currently budgeted in FY2022-2023 in the amount of $9,685,736 and anticipated to be funded in FY2023-2024 in the amount of $8,000,000 in the Transportation Fund, Account Number 047-10-112-3054-6. The Lone Tree Corridor Project (south of Butler Avenue) is currently budgeted in FY2022-2023 in the amount of $1,900,000 and anticipated to be funded in FY 2023-2024 in the amount of $1,000,000 in the Transportation Fund, Account Number 048-10-118-3495-6. The cost for the public art design will be provided from the Beautification, Arts, and Sciences Program, Account Number 051-07-212-3419.

In November 2018, the voters were asked to approve a ballot measure to fund the Overpass (Proposition 420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

Community Benefits and Considerations:

The Lone Tree Overpass will provide a new roadway corridor and bridge over the BNSF Railway and the future Rio de Flag Flood Control Project, providing connectivity between Butler Avenue and Route 66 in central Flagstaff. Multi-modal transportation and alternative intersection design will be included in this Project to enhance all modes of transportation. This Project will also be designed with consideration of goals from the City's Climate Action and Adaptation Plan and the Southside Neighborhood Plan.

Community Involvement:

There was public coordination with the development of both the Overpass concept study and the Corridor Study in the early-late 2000's. There was also extensive outreach performed for Proposition 419 and 420 in 2018. Over the last year, there have been public meetings, Council discussions, City commission and committee presentations, City website and social media postings, the development of a project website, and one-on-one and group public meetings. Staff will continue outreach and another public meeting is anticipated prior to construction.

Expanded Options and Alternatives:

1. Approve the Third Amendment to the Design-Build Services Agreement to Ames Construction as presented; or
2. Reject the Third Amendment to the Design-Build Services Agreement and direct Staff to re-negotiate the terms and fee structure with Ames Construction.

Attachments:

Lone Tree Overpass - Amendment 3
Exhibit A - DMP 001
Exhibit B - Scope
Exhibit C - Demolition Costs
Vicinity Map
Context Map

AMENDMENT THREE

Lone Tree Overpass Project
Design-Build Contract

Construction Services Phase – GMP 3

Project No. 03-19004
Contract No. 2021-23

This Third Amendment ("Amendment") to the fully executed Design-Build Services Contract No. 2021-23 dated 2/26/2021 (the "Agreement") for the City of Flagstaff Lone Tree Overpass Project (the "Project") is made and entered into this ____ day of _____, 2023, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Ames Construction, an Arizona corporation with offices at 8333 East Hartford Drive, Scottsdale, Arizona 85255.

The parties to the Agreement for City of Flagstaff Lone Tree Overpass Project, the City of Flagstaff and Ames Construction, hereby agree to the following amendment; all other provisions of the Agreement shall remain unchanged in full force and effect. New text is underlined.

ARTICLE 5 – CONTRACT PRICE

5.3 – GMP

Design-Builder's Amendment #3, GMP 1 for the construction phase services portion of (Construction) work of the Project shall be **one million, five hundred eighty-three thousand, eight hundred twenty-six dollars and twenty cents ($1,583,826.20).** The GMP shall be for the complete performance of work in accordance with the Contract Documents and exhibits listed below, which are part of this Amendment, and which shall be incorporated into the Agreement by this Second Amendment as if fully set forth therein.

EXHIBIT A – Ames GMP 1 Summary Sheet, dated 1/30/2023, 4 pages.

EXHIBIT B – TranSystems proposal for construction shoring design, dated 12/6/2022, 3 pages.

EXHIBIT C – Demolition cost summary sheet, 1 page.

The total Contract Price under the Agreement, as amended by this Amendment, shall be **ten million, eight hundred and fifty-eight thousand, seven hundred and ninety dollars and seventy-nine cents ($10,858,790.79).**

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

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Ames Construction

By:_____

Title:_____

Dated:_____

Ames Construction
City of Flagstaff
Lone Tree Overpass Design-Build
GMP #001 - Early ROW Demolition/Shoring Design

1/30/23

Task #	Description	Cost
1	Demolition Planning and Support	$118,897.25
2	Demolition Field Coordination and Support	$171,876.80
	Total Direct Cost Ames	$290,774.05
	Overhead @ 6%	$17,446.44
	Subtotal	$308,220.50
	Profit @ 8%	$24,657.64
	Demolition, Utilities, Coordination - Ames	$332,878.13

Task #	Description	Cost
3	Demolition - Sub Pricing	$719,716.90
4	Rail Shoring Design	$48,620.00
	Total Direct Cost Ames	$768,336.90
	Overhead - 6%	$46,100.21
	Subtotal	$814,437.11
	Profit @ 6%	$48,866.23
	Subcontracted Work	$863,303.34
	Subtotal	$1,196,181.48
	Tax (65% of 9.20%) Gross Rec Tax	$67,495.42
	Subtotal	$1,263,676.90
	Bond (Rate = 0.525%)	$6,634.30
	GMP 001 - Early ROW Demolition/Shoring Design	***$1,270,311.20***
	GMP 001 - Contingency Item 001 - Fuel Escalator	$15,000.00
	GMP 001 - Contingency Item 002 - Environmental Cleanup	$35,000.00
	GMP 001 - Contingency Item 003 - SUE Investigation	$150,000.00
	GMP 001 - Contingency Item 004 - COF Contingency 5%	$63,515.00
	GMP 001 - Contingency Item 005 - COF Aesthetics	$50,000.00
	TOTAL GMP 001 SERVICES	***$1,583,826.20***

Assumptions:
1) Bohunk Excavating, Inc. scope of work is attached as a separate document.
2) Scope of work based upon current, 60% design plans/concepts.
3) Rail shoring design costs based on the attached Transystems quote.
4) Contingency added for underground utility investigation if needed
5) 5% Contingency for Owner Directed Scope
6) Contingency Item 005 for aesthtics related cost and design

Ames Scope of Work
GMP #1 - Property Demolition

			CONTRACT VALUES					BILLING INFORMATION						REMAINING	
			Task Manhours			MH		PREVIOUS		CURRENT		TO DATE		REMAINING	
Task No	Task Description	Item Description	Weeks	Hrs/Wk	MH	Rate	Total	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
1	Demolition Planning and Support	**Labor**													
		Project Manager	17	8	136	$137.74	$18,732.64	0.0	$0.00	0.0	$0.00	0.0	$0.00	136.0	$18,732.64
		DB Coordinator	17	0	0	$127.79	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Project Engineer	17	40	680	$74.71	$50,802.80	0.0	$0.00	0.0	$0.00	0.0	$0.00	680.0	$50,802.80
		Construction Manager	17	8	136	$114.51	$15,573.63	0.0	$0.00	0.0	$0.00	0.0	$0.00	136.0	$15,573.63
		Railway Superintendent	17	0	0	$94.62	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Administrative Assistant	17	8	136	$43.13	$5,865.68	0.0	$0.00	0.0	$0.00	0.0	$0.00	136.0	$5,865.68
		Earthwork Superintendent	17	0	0	$114.52	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Safety Manager	17	8	136	$101.25	$13,770.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	136.0	$13,770.00
		Per Diem	**QTY**	**UNIT**		**RATE**									
		Per Diem Non-supervisor	0	DAY		$90.00	$0.00	0.0	$0.00		$0.00	0.0	$0.00	0.0	$0.00
		Per Diem Supervisor	7.65	MO		$1,850.00	$14,152.50	0.0	$0.00	0.0	$0.00	0.0	$0.00	7.7	$14,152.50
						Task Total	$118,897.25	0.0	$0.00	0.0	$0.00	0.0	$0.00	143.7	$118,897.25

			Task Manhours			MH		PREVIOUS		CURRENT		TO DATE		REMAINING	
Task No	Task Description	Item Description	Weeks	Hrs/Wk	MH	Rate	Total	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
2	Demolition Field Coordination and Support	**Labor**													
	Labor	General Foreman - Dirt	17	40	680	$54.95	$37,366.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	680.0	$37,366.00
		Laborer	17	40	680	$37.67	$25,615.60	0.0	$0.00	0.0	$0.00	0.0	$0.00	680.0	$25,615.60
		Operator	17	40	680	$51.75	$35,190.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	680.0	$35,190.00
	Equipment	Pickup	17	40	680	$24.64	$16,755.20	0.0	$0.00	0.0	$0.00	0.0	$0.00	680.0	$16,755.20
		420 Backhoe	17	40	680	$50.00	$34,000.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	680.0	$34,000.00
		Per Diem	**QTY**	**UNIT**		**RATE**									
		Per Diem Non-supervisor	255	DAY		$90.00	$22,950.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	255.0	$22,950.00
						Subtotal Labor	$171,876.80								
						Task Total	$171,876.80	0.0	$0.00	0.0	$0.00	0.0	$ -	0.0	$171,876.80

			Task Manhours			MH		PREVIOUS		CURRENT		TO DATE		REMAINING	
Task No	Task Description	Item Description	Weeks	Hrs/Wk	MH	Rate	Total	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
3	Demolition - Sub Pricing	**Labor**													
						Subtotal Labor	$0.00								
		Non Labor	QTY	UNIT		UNIT COST									
		Property Demolition - Bohunk	1	LS		$ 719,716.90	$719,716.90	0.0	$0.00	0.0	$0.00	0.0	$0.00	1.0	$719,716.90
						Subtotal Non Labor	$719,716.90								
						Task Total	$719,716.90	0.0	$0.00	0.0	$0.00	0.0	$ -	1.0	$719,716.90

Ames Scope of Work
GMP #1 - Property Demolition

			CONTRACT VALUES					BILLING INFORMATION						REMAINING	
			Task Manhours			MH		PREVIOUS		CURRENT		TO DATE		REMAINING	
Task No	Task Description	Item Description	Weeks	Hrs/Wk	MH	Rate	Total	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
1	Demolition Planning and Support	**Labor**													
		Project Manager	17		0	$137.74	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		DB Coordinator	17		0	$127.79	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Project Engineer	17		0	$74.71	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Construction Manager	17		0	$114.51	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Railway Superintendent	17		0	$94.62	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Administrative Assistant	17		0	$43.13	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Earthwork Superintendent	17		0	$114.52	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Safety Manager	17		0	$101.25	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Per Diem	**QTY**	**UNIT**		**RATE**									
		Per Diem Non-supervisor	0	DAY		$90.00	$0.00	0.0	$0.00		$0.00	0.0	$0.00	0.0	$0.00
		Per Diem Supervisor	0	MO		$1,850.00	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
						Task Total	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00

			Task Manhours			MH		PREVIOUS		CURRENT		TO DATE		REMAINING	
Task No	Task Description	Item Description	Weeks	Hrs/Wk	MH	Rate	Total	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
2	Demolition Field Coordination and Support	**Labor**													
	Labor	General Foreman - Dirt	17		0	$54.95	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Laborer	17		0	$37.67	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Operator	17		0	$51.75	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
	Equipment	Pickup	17		0	$24.64	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		420 Backhoe	17		0	$50.00	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
		Per Diem	**QTY**	**UNIT**		**RATE**									
		Per Diem Non-supervisor	0	DAY		$90.00	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	0.0	$0.00
						Subtotal Labor	$0.00								
						Task Total	$0.00	0.0	$0.00	0.0	$0.00	0.0	$ -	0.0	$0.00

			Task Manhours			MH		PREVIOUS		CURRENT		TO DATE		REMAINING	
Task No	Task Description	Item Description	Weeks	Hrs/Wk	MH	Rate	Total	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS	HOURS	DOLLARS
3	Rail Shoring Design - Sub Pricing	**Labor**													
						Subtotal Labor	$0.00								
		Non Labor	QTY	UNIT		UNIT COST									
		Transystems - Design	1	LS		$ 44,200.00	$44,200.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	1.0	$44,200.00
		Design Changes	1	LS		$ 4,420.00	$4,420.00	0.0	$0.00	0.0	$0.00	0.0	$0.00	1.0	$4,420.00
						Subtotal Non Labor	$48,620.00								
						Task Total	$48,620.00	0.0	$0.00	0.0	$0.00	0.0	$ -	2.0	$48,620.00

TranSystems
2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
Fax 816 329 8601
www.transystems.com

December 6, 2022

Ames Construction
8333 E. Hartford Drive
Scottsdate, AZ 85255

Re: Updated Proposal – Lone Tree Overpass Temporary Shoring Design for BNSF Tracks

Dear Scott Jones:

TranSystems Corporation is pleased to submit this proposal to provide professional consulting services for Ames Construction on the above referenced Project.

This letter details the services TranSystems proposes to perform in connection with the Project, the pricing at which TranSystems proposes to perform these services, the schedule for completing these services and the assumptions upon which TranSystems has based this proposal. If the proposal outlined in this letter is acceptable, please submit a contract to TranSystems with this letter attached as the scope and fee.

SCOPE OF SERVICES

In connection with the above referenced Project, TranSystems shall perform the following described Services:

Temporary Shoring Design Scope:

- Design temporary shoring for construction of the Lone Tree Overpass that requires shifting of existing BNSF tracks. This shift will require temporary shoring that parallels the existing track and is assumed to be about 1,300 feet long and a maximum height of 17 feet. The offset from centerline of track to face of the wall is 16 feet or greater. Significant variations in the length and height of the wall will require additional fee.
- Based on the one current boring, rock is assume to be shallow and will restrict the use of cantilever sheet pile temporary shoring along with the anticipated maximum height of wall. We have assumed that the temporary shoring will contain steel soldier piles with either steel plate lagging or timber lagging.
- With this geology and maximum height, it is anticipated that the soldier pile and lagging may require some horizontal anchorages for the taller wall sections to meet BNSF Guidelines for Temporary Shoring.
- Engineering geology will be provided by WSP and should include a sufficient number of borings to cover the extent of the anticipated temporary shoring. With the variation in geology, it is anticipated that at least one boring should be obtained every 400 feet of temporary shoring. Fee does not include borings or engineering geology.
- Design will be in accordance with the current AREMA manual and current BNSF Guidelines for Temporary Shoring.
- Prepare calculations and design plans of proposed shoring design. Calculations and design plans will be signed and sealed by an Arizona Professional Engineer.
- No field inspection will be performed.
- Design package will be submitted to Ames Construction for submittal to BNSF for review and approval. Comments received from BNSF review will be addressed and design package resubmitted.
- Utility and drainage crossings have not been identified in the material provided to TranSystems. The current design fee allows for changes in wall geometry and design for one crossing. Additional crossings may require increased fee for added design and details.

- Handrail for fall protection is assumed to be provided by the Contractor behind independent from the wall. Plan details for handrail attached to the wall are not included.

SCHEDULE

TranSystems schedule for completing the Services outlined above is dependent on the completion of the track design and development of the track cross sections along with temporary shoring wall profile. Once this work is completed, the design can be completed within five weeks excluding BNSF review time following acceptance of this proposal. If a different timeline is required, please provide updated schedule and an updated proposal will be developed (if necessary).

COMPENSATION

As compensation for the performance of the above described Services, TranSystems will be reimbursed by Ames Construction by payment utilizing standard hourly rates shown at end of proposal with a maximum fee of **Forty Four Thousand Two Hundred Twenty Dollars ($44,220.00)**. Invoices will be sent monthly.

ASSUMPTIONS

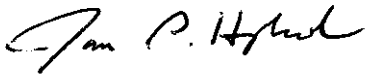
This proposal and TranSystems' agreement to perform the Services is based upon, and subject to, the following assumptions:

- No field inspection will be performed.
- No meetings either with Ames Construction or BNSF.
- Design includes minor revisions due to BNSF review comments. Temporary shoring design consisting of steel soldier piles with either steel plate or timber lagging will be utilized based on previous acceptance by BNSF. Major revisions in excess of 30 hours to complete will require additional design fee.

The proposal outlined in this Letter is valid for 120 days.

We sincerely appreciate the opportunity to work with you on this Project. If you concur with the proposal outlined in this Letter of Agreement, please submit a contract to TranSystems with this letter attached as the scope and fee. Please let us know if you have any questions or need any further information.

Sincerely,
TranSystems Corporation



By: _____
James P. Hyland, Vice President

TranSystems Corporation Schedule of Hourly Rates for 2022
Kansas City Office

Technician V	$201	Principal/Structural Engineer V	$296
Technician IV	$141	Structural Engineer IV	$253
Technician III	$115	Structural Engineer III	$205
Technician II	$90	Structural Engineer II	$148
Technician I	$74	Structural Engineer I	$109
Scientist III	$141	Engineer IV	$227
Scientist II	$116	Engineer I	$137
Scientist I	$81	Principal/Civil Engineer V	$358
Surveyor V	$166	Civil Engineer IV	$254
Surveyor IV	$116	Civil Engineer III	$195
Surveyor III	$101	Civil Engineer II	$148
Surveyor II	$79	Civil Engineer I	$110
Surveyor I	$59	Construction Services IV	$142
Planner IV	$258	Construction Services III	$140
Planner III	$211	Construction Services II	$99
Planner II	$133	Construction Services I	$79
Planner I	$99	Architect IV	$243
Industry Specialist V	$390	Architect III	$226
Industry Specialist IV	$295	Architect II	$100
Industry Specialist III	$230	Marketing Administrator III	$200
Inspector V	$237	Marketing Administrator II	$115
Inspector IV	$136	Marketing Administrator I	$56
Inspector III	$98	Administrative Manager I	$200
Inspector II	$78	Administrator II	$109
		Administrator I	$70

ROW Demolition
Ames Construction

Flagstaff Parcel No	APN	Type	Demo Cost	Demo Cost Supp	Demo Time Days
LT-01	104-04-011D	Industrial	$190,849.50		15
LT-02	104-01-017A, 018	Commercial			
LT-03	104-01-019	Residential	$29,474.50	$7,800.00	5
LT-04	104-01-020D	Residential	$48,265.50	$7,400.00	6
LT-05	104-01-016C	Commercial	$25,519.50		5
LT-06	104-01-097D	Com/Ind	$20,976.00	$1,000.00	5
LT-07	104-01-022B	Industrial			
LT-08	104-01-093	Commercial	$17,250.00		5
LT-09	104-01-024	Commercial			
LT-10	104-01-023	Residential	$17,997.50	$3,800.00	5
LT-11	104-04-012C	Industrial			
LT-12	104-01-097B	Comm/Ind			
LT-13	104-01-094E				
LT-14	104-01-071B				
LT-15	104-01-026B	Commercial			
LT-16	104-04-002	Commercial	$61,408.90		7
LT-17	104-15-002, 00?	Commercial	$21,122.50		5
LT-18	104-15-003	Commercial	$55,200.00		5
LT-19	104-04-012D				
LT-20	104-04-009C				
LT-21	104-04-008A	Commercial			
LT-22	104-04-011C, 013B, 013C, 014, 104-01-094D, 097C, 098A	Comm/Ind	$163,875.00		15
LT-23	104-07-008	Ind			
LT-24		Residential	$37,398.00		5
		Totals	$689,336.90	$20,000.00	83

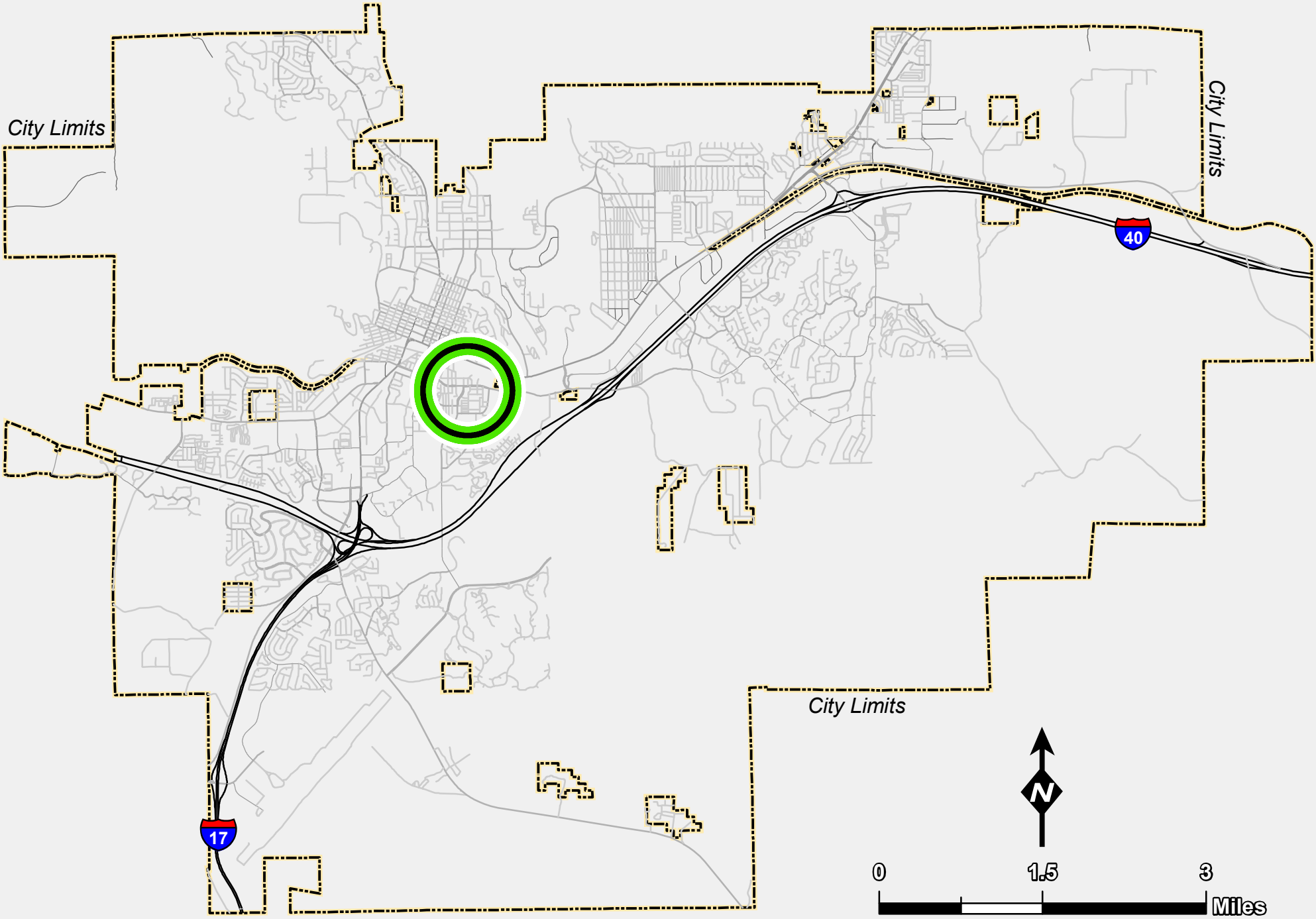
	NUMBER		COST		TOTAL
DEMO MOBILIZATIONS	4	$	1,000.00	$	4,000.00
TEMP FENCE PANELS	4	$	1,220.00	$	4,880.00
LEVEL D PPE	1		1500	$	1,500.00
			SUBTOTAL		**$719,716.90**

FUEL ESCALATOR - CONTINGENCY 001 see cover	$	15,000.00
GMP 001 - Contingency Item 002 - Environmental Cleanup - see cover	$	35,000.00



Lone Tree Overpass and Corridor Improvements
Vicinity Map

Lone Tree Overpass and Corridor Improvements



7. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	02/14/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Ratification of Letter: Submittal of Letter to the Editor Opposing SB1108

STAFF RECOMMENDED ACTION:

Ratify the submittal of a letter to the editor opposing SB1108.

Executive Summary:

Mayor Daggett and staff have drafted a letter to the editor on Senate Bill 1108, which would create a tax credit for Flagstaff businesses related to the City's minimum wage. If passed, the bill would be very detrimental to the City's general fund. The letter is attached.

Financial Impact:

None

Policy Impact:

None

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

-Robust, resilient economy
-High-performing governance

Previous Council Decision on This:

The Council approved its 2023 legislative priorities on January 10, 2023.

Attachments: Letter to the Editor

Arizona's constitution enables voters to place initiatives on the statewide ballot. In 2016, Arizona voters raised the statewide minimum wage. The initiative also allowed voters to set minimum wages in their individual cities. That same year, Flagstaff voters passed their own minimum wage, higher than the statewide wage.

Now some legislators are trying to subvert Flagstaff voters' decision. If passed, Senate Bill 1108 would give Flagstaff businesses a 10% tax credit for the difference between their hourly labor costs and the State's minimum wage. That combined dollar amount would be withheld from the City of Flagstaff's share of State funding.

Think about it. Legislators are intending to punish every Flagstaff resident by withholding money that we depend on for critical services. The State's Joint Legislative Budget Committee estimates that the tax credit would completely wipe out the funding the City receives from State Shared Income Tax – over $17 million in the first year of implementation! That means that over $17 million in income tax shared by the State from Arizona residents to pay for core municipal services would be withheld from the City, and that amount will only go up in future years.

What budget cuts would the City have to make because of this? The impact of this bill would mean a 20% reduction in operating expenditures in the General Fund, which pays for things like police officers, firefighters, and facility maintenance, as well as parks and recreation services.

It's not right that our elected legislators should treat voters with such blatant disdain. It's not right that they should try to pit hardworking business owners against hardworking residents. We're a community and we face this together. I call on the Flagstaff Chamber of Commerce to stand with our community and to join me in opposing Senate Bill 1108.

Becky Daggett
Mayor of Flagstaff
On behalf of the Flagstaff City Council

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Wesley Welch, Associate Planner
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-02 : An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10 Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30: Non Transect Zones, Section 10-40.30.050 Industrial Zones, to modify Table 10-40.30.050.B to allow Manufacturing/Processing - Heavy in the Light Industrial Zone with a Conditional Use Permit, providing for the repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-02 by title only for the final time
2) City Clerk reads Ordinance No. 2023-02 by title only (if approved above)
3) Adopt Ordinance No. 2023-02

Executive Summary:

The proposed amendment is to allow the use of Manufacturing/Processing - Heavy in the Light Industrial Zone with a Conditional Use Permit. Staff is presenting this amendment due to the limited Heavy Industrial-zoned land within the city. This amendment would allow more flexibility for industrial uses to locate within the city. The Manufacturing/Processing - Heavy use would only be allowed in the Light Industrial Zone with a Conditional Use Permit which would help to mitigate any issues that could arise with this use.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed City Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed City Code Text Amendment.

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

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Maintain & Enhance an equitable & effective business recruitment, retention, & expansion program throughout the community.

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Goal LU.16 Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive, and compatible with adjoining nonindustrial uses.
Policy ED.3.8 Protect existing business and industrial land uses from encroachment and allow for their expansion.
Policy ED 4.2 Promote variety and flexibility in land use and development options within the urban growth boundary.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The proposed amendment includes the following:

Modify Table 10-40.30.050.B, as follows:

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Primary Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Industrial, Manufacturing, Processing and Wholesaling						
Business Parks		P	P	P	--	--
Composting Facility		--	P[3]	P[3]	P[3]	P[3]
Construction Storage/Supply Yards		--	P[2]	P[2]	P	P
Equipment Rental Yard – Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sales		--	P	P	P	P
Freight or Trucking Facility		P[3]	P	P	P	P
Industrial, Heavy – General		--	UP	--	P	P
Industrial, Light – General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing – Heavy		--	**UP**	--	P	P
Manufacturing/Processing – Light		P	P	P	P	P
Manufacturing/Processing – Previously Prepared Materials		UP	P	P	P	P

Key Considerations:

A City Code Text Amendment shall be evaluated based on the following findings:

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 amendment's primary purpose is to allow for a greater flexibility of our industrial zoned lands. This is consistent with Goal LU.16. and Policies ED.3.8. and ED.4.2. The Land Use goal references the establishment of heavy industrial areas that are well maintained, attractive, and compatible with adjoining

nonindustrial uses. The allowance of Manufacturing/Processing – Heavy with a Conditional Use Permit would ensure that development would meet the above goal. The Economic Development policies reference protecting existing businesses and industrial land uses and allowing for their expansion as well as promoting variety and flexibility in land use and development options.

Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment would require a Conditional Use Permit in order to mitigate any public interest, health, safety, convenience or welfare issues that could arise.

Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Attachments: Ord. 2023-02
Application
Presentation

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-40.30: NON-TRANSECT ZONES, SECTION 10-40.30.050 INDUSTRIAL ZONES TO MODIFY TABLE 10-40.30.050.B TO ALLOW MANUFACTURING/PROCESING – HEAVY IN THE LIGHT INDUSTRIAL ZONE WITH A CONDITIONAL USE PERMIT; 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 allow Manufacturing/Processing – Heavy in the Light Industrial Zone with a Conditional Use Permit; and

WHEREAS, a citizen review session was held at the Planning Commission work session on January 11, 2023, 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 a public hearing on January 25, 2023, and provided a recommendation to City Council on the 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.

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. Title 10 Flagstaff Zoning Code, Division 10-40.30: Non-Transect Zones, Section 10-40.30.050 Industrial Zones, to modify Table 10-40.30.050.B, is hereby amended as follows:

Table 10-40.30.050.B. Industrial Zones – Allowed Uses						
Primary Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Industrial, Manufacturing, Processing and Wholesaling						
Business Parks		P	P	P	--	--
Composting Facility		--	P[3]	P[3]	P[3]	P[3]
Construction Storage/Supply Yards		--	P[2]	P[2]	P	P
Equipment Rental Yard – Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sales		--	P	P	P	P
Freight or Trucking Facility		P[3]	P	P	P	P
Industrial, Heavy – General		--	UP	--	P	P
Industrial, Light – General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing – Heavy		--	**UP**	--	P	P
Manufacturing/Processing – Light		P	P	P	P	P
Manufacturing/Processing – Previously Prepared Materials		UP	P	P	P	P

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 February 21, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Zoning Code Text Amendment	File Number
		PZ-22-00220

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff – Michelle McNulty	Planning Director	928-213-2608	Michelle.McNulty@Flagstaffaz.gov
Mailing Address			**City, State, Zip**
211 W Aspen Avenue			Flagstaff, AZ 86001
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: Heavy Manufacturing/Processing CUP in Light Industrial
Zoning Code Text Amendment
Chapter Name and Number: 10-40 Specific to Zones
Division Name and Number: 10-40.30.050 Industrial Zones
Section Name and Number: Table 10-40.30.050.B
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	10/26/22		

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:	



Manufacturing/Processing – Heavy in the Light Industrial Zone with a CUP

Zoning Code Text Amendment

PZ-22-00222

Wesley Welch, Associate Planner

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

PZ-22-00220 Manufacturing/Processing – Heavy in the LI Zone

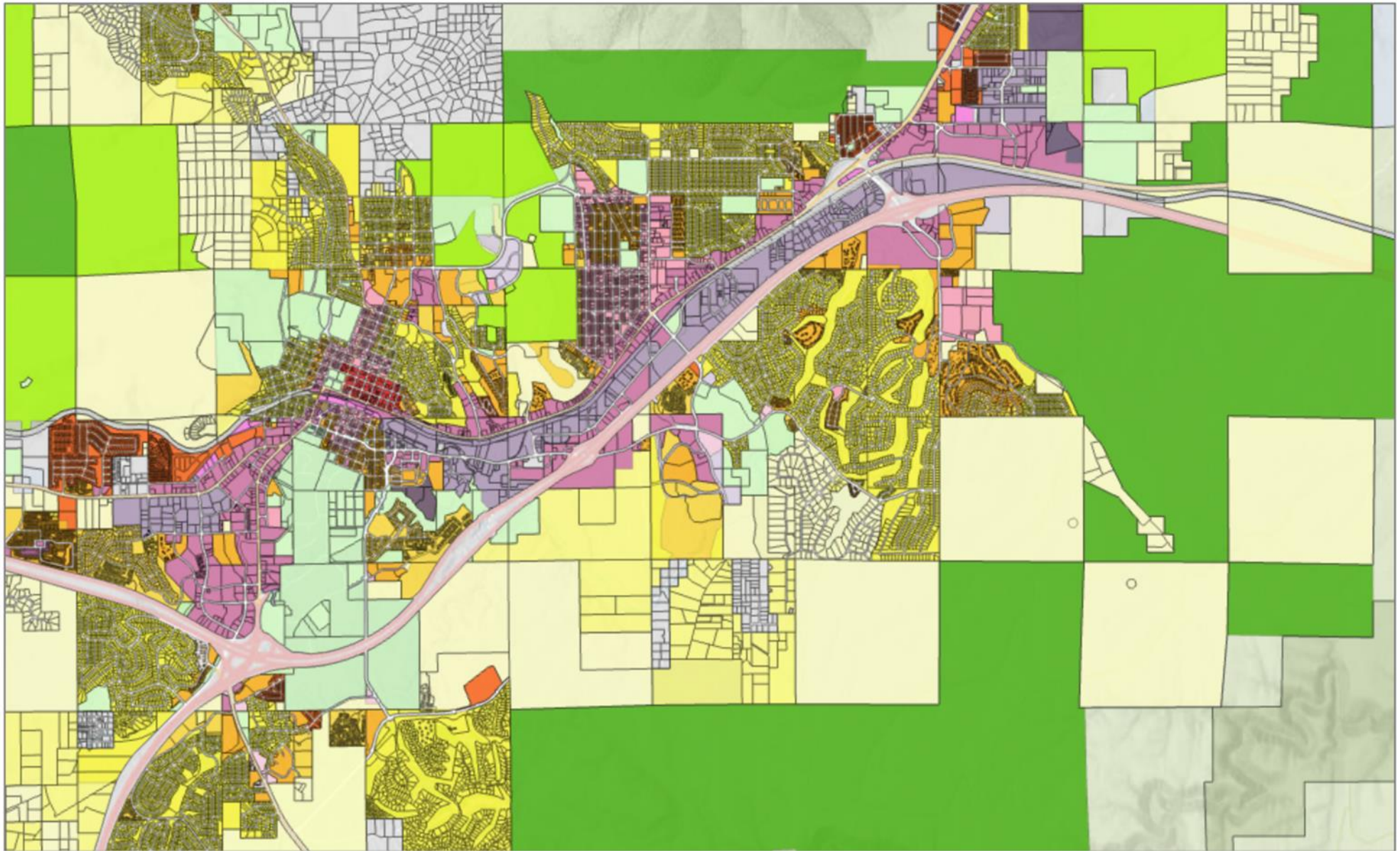
The proposed amendment is to allow the Manufacturing/Processing – Heavy use in the Light Industrial Zone with a Conditional Use Permit.

The purpose of this amendment is to allow greater flexibility in the use of our Industrial Zoned lands. As industrial land and development is a vital resource in the City, it is helpful to allow this use to locate in a wider option of zones.

Manufacturing/Processing – Heavy in the Light Industrial Zone

City of Flagstaff

Zoning Map



Overview of Proposed Amendment

The amendment would amend the Flagstaff Zoning Code for the purpose of modifying Title 10 Flagstaff Zoning Code, Division 10-40.30: Non-Transect Zones, Section 10-40.30.050 Industrial Zones, to modify Table 10-40.30.050.B with the following inclusion, shown in red.

Table 10-40.30.050.B. Industrial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Industrial, Manufacturing, Processing and Wholesaling						
Business Parks		P	P	P	--	--
Composting Facility		--	P[3]	P[3]	P[3]	P[3]
Construction Storage/Supply Yards		--	P[2]	P[2]	P	P
Equipment Rental Yard – Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sales		--	P	P	P	P
Freight or Trucking Facility		P[3]	P	P	P	P
Industrial, Heavy – General		--	UP	--	P	P
Industrial, Light – General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing – Heavy		--	**UP**	--	P	P
Manufacturing/Processing – Light		P	P	P	P	P
Manufacturing/Processing – Previously Prepared Materials		UP	P	P	P	P

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.

Staff Recommendation

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 amendment's primary purpose is to allow for a greater flexibility of our industrial zoned lands. This is consistent with Goal LU.16. and Policies ED.3.8. and ED.4.2. The Land Use goal references the establishment of heavy industrial areas that are well maintained, attractive, and compatible with adjoining nonindustrial uses. The allowance of Manufacturing/Processing – Heavy with a Conditional Use Permit would ensure that development would meet the above goal. The Economic Development policies reference protecting existing businesses and industrial land uses and allowing for their expansion as well as promoting variety and flexibility in land use and development options.

Staff Recommendation

Finding #2 The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

- The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed amendment would require a Conditional Use Permit in order to mitigate any public interest, health, safety, convenience or welfare issues that could arise.

Staff Recommendation

Finding #3 The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Planning and Zoning Commission Recommendation

Staff recommends the City Council approve the Zoning Code Text Amendment, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (7-0).

Overview of Proposed Amendment

The amendment would amend the Flagstaff Zoning Code for the purpose of modifying Title 10 Flagstaff Zoning Code, Division 10-40.30: Non-Transect Zones, Section 10-40.30.050 Industrial Zones, to modify Table 10-40.30.050.B with the following inclusion, shown in red.

Table 10-40.30.050.B. Industrial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Industrial Zones				
		RD	LI	LI-O	HI	HI-O
Industrial, Manufacturing, Processing and Wholesaling						
Business Parks		P	P	P	--	--
Composting Facility		--	P[3]	P[3]	P[3]	P[3]
Construction Storage/Supply Yards		--	P[2]	P[2]	P	P
Equipment Rental Yard – Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sales		--	P	P	P	P
Freight or Trucking Facility		P[3]	P	P	P	P
Industrial, Heavy – General		--	UP	--	P	P
Industrial, Light – General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing – Heavy		--	**UP**	--	P	P
Manufacturing/Processing – Light		P	P	P	P	P
Manufacturing/Processing – Previously Prepared Materials		UP	P	P	P	P

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Ben Mejia, Planner
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-01: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-80.20: Definitions of Specialized terms, phrases, and building functions, Section 10-80.20.040: Definitions "D" to modify the term "duplex"; Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-01 by title only for the final time
2) City Clerk reads Ordinance No. 2023-01 by title only (if approved above)
3) Adopt Ordinance No. 2023-01

Executive Summary:

The proposed amendment is to modify the definition of the term "Duplex" (Section 10-80.20.040) to only refer to attached dwellings. Staff proposes this amendment to resolve conflicts in the Zoning Code created by a 2020 Zoning Text Amendment (Ordinance No. 2020-11) which, in addition to several other changes, redefined duplex to include two single-family dwellings on a lot as a detached duplex. As a result of this amendment, lots of sufficient size in all zones that support single-family development would be permitted to build a second single-family dwelling that would follow the Code standards and permitting process of single-family development.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed City Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed City Code Text Amendment.

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

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community - Ensure the built environment is safe through the use of consistent standards, rules & regulations.
Robust Resilient Economy - Enhance understanding between the development community, the City & Flagstaff residents.

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.

Regional Plan

Goal LU.1.6: Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
Goal 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 LU.5.3: Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions on this.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The proposed amendment includes the following modification to Section 10-80.20.040:

Duplex: A residential building designed to be occupied by two families living independently of each other with two attached ~~**or detached**~~ dwelling units on one lot or parcel. ~~**If attached**~~, ~~**t**~~**T**he units may be attached front-to-back or side-to-side with a common or party wall or stacked one atop the other with a common ceiling-floor separating the units.

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. 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 amendment's primary purpose is to re-establish consistency within the Zoning Code and facilitate the development of a second single-family dwelling on a lot, providing additional infill housing opportunity. This is consistent with General Plan goals LU.1.6, LU.5.2, and LU.5.3. Land Use goal LU.1.6 references the establishment of greater flexibility in development standards and processes to facilitate overcoming challenges to redevelopment and infill development. This amendment would facilitate redevelopment and infill development of two single-family homes on a lot by removing the requirements that would be necessary for duplex development such as Architectural Design Standards, guest parking requirements, and concept plan application review. LU.5.2 promotes infill development, this amendment would provide new opportunity to develop on lots with existing single-family dwellings. LU5.3 promotes compact development appropriate to each area type. This amendment facilitates compact development within existing neighborhoods in keeping with single-family neighborhoods.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to provide additional housing development opportunity.

C. Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Attachments: Ord. 2023-01
Application
Presentation

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-80.20: DEFINITIONS OF SPECIALIZED TERMS, PHRASES, AND BUILDING FUNCTIONS, SECTION 10-80.20.040: DEFINITIONS "D" TO MODIFY THE TERM "DUPLEX"; 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 term "Duplex"; and

WHEREAS, a citizen review session was held at the Planning Commission work session on January 11, 2023, 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 a public hearing on January 25, 2023, and provided a recommendation to City Council on the 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.

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. Title 10 Flagstaff Zoning Code, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.040 Definitions "D", is hereby amended to modify the term "Duplex", as follows:

Duplex: A residential building designed to be occupied by two families living independently of each other with two attached ~~or detached~~ dwelling units on one lot or parcel. ~~If attached,~~ The units may be attached front-to-back or side-to-side with a common or party wall or stacked one atop the other with a common ceiling-floor separating the units.

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 21st day of February, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Zoning Code Text Amendment	File Number
August 30, 2022		PZ-22-00180

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff - Michelle McNulty	Planning Director	928-213-2608	Michelle.McNulty@flagstaffaz.gov
Mailing Address			**City, State, Zip**
211 W 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	City, State, Zip

Application Name: Duplex Definition
Zoning Code Text Amendment
Chapter Name and Number: 10-80 Definitions
Division Name and Number: 10-80.20 Definition of Specialized Terms, Phrases and Building Functions
Section Name and Number: 10-80.20.040 Definitions "D"
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	11/19/23	Tiffany Antol	11/19/23

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:**	

CITY OF FLAGSTAFF	**Zoning Code Text Amendment** 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** Base fee $ _____ (same as the small scale rezoning base fee) * **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 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 ☒ 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: ☐ 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. ☐ 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.) ☐ 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: ☐ a. the dates, times, and locations of the neighborhood meeting(s). ☐ b. legislative draft of the proposed zoning code text amendment. ☐ 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: ☐ a. the dates, times, and locations of the neighborhood meeting(s). ☐ b. legislative draft of the proposed zoning code text amendment. ☒ 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. ☒ 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.

Reqd	Subd	
☒	☐	**I.10 Electronic Submittal** – 1 copy An electronic copy of all submitted information (.pdf format)

PART II – CONCEPT ZONING CODE TEXT AMENDMENT

Staff Use Only: Reqd	Staff Use Only: Subd	**Description of Documents Required for a Complete Application.** No Application will be accepted without all items marked below.
☒	☐	**II.1 Project Narrative** – 5 copies The narrative shall include the following: • Project title and date. • The reason for the request. • List and respond to each of the required Zoning Code findings for Text Amendments, which are: (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. • An analysis of how the proposed amendment will benefit the community. • 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: Reqd	Staff Use Only: Subd	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
☐	☐	**IV.1 Other Requirements** Please provide the following: _____ _____ _____ _____ _____ _____ _____

PART V – ZONING CODE MANAGER, OR DESIGNEE

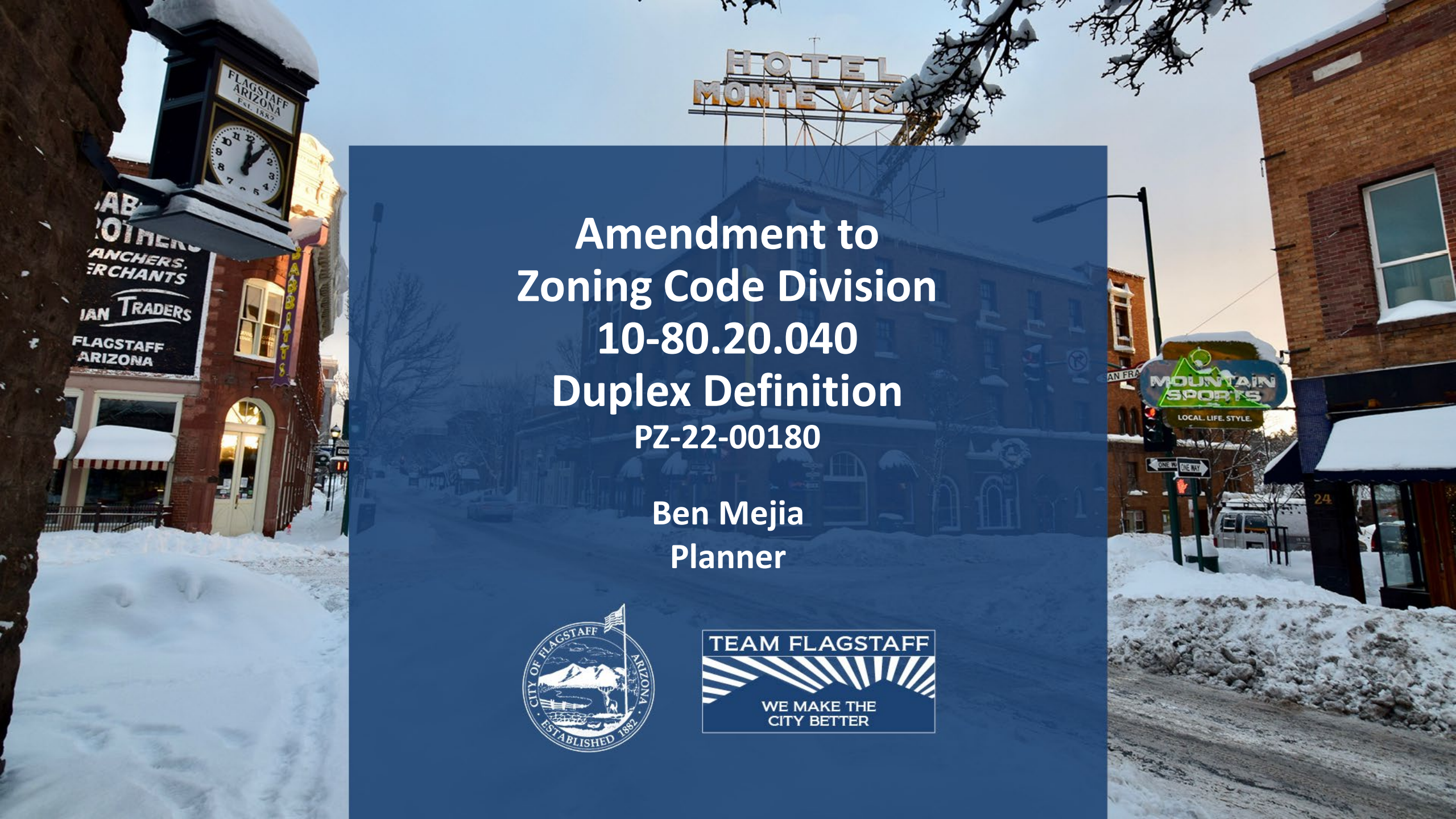
No application shall be accepted without a Zoning Code Manager's, or designee's, signature below.

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): Tiffany Antol **Phone:** 928-213-2605

E-mail: tantol @flagstaffaz.gov **Date:** 1/19/23

Signature:



Amendment to Zoning Code Division 10-80.20.040 Duplex Definition

PZ-22-00180

Ben Mejia
Planner

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

PZ-22-00180: Updates to Zoning Code - Duplex

Background

- A 2020 Zoning Text Amendment modified the definition of duplex to include two single-family homes on one lot as a “detached duplex”
- The 2020 amendment created inconsistencies within the Zoning Code
- This amendment restores the definition of duplex to only refer to attached dwelling units, bringing internal consistency throughout the Zoning Code

PZ-22-00180: Updates to Zoning Code - Duplex

Proposed Amendment

Provisions that are being deleted are shown in bold strikethrough

Provisions that are being added are shown in bold red text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definitions of Specialized Terms, Phrases, and Building Functions, and Building Functions, Section 10-80.20.040 Definitions "D", to modify the term "Duplex", as follows:

Duplex: A residential building designed to be occupied by two families living independently of each other with two attached ~~**or detached**~~ dwelling units on one lot or parcel. ~~**If attached**~~, ~~**t**~~**T**he units may be attached front-to-back or side-to-side with a common or party wall or stacked one atop the other with a common ceiling-floor separating the units.

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.

PZ-22-00180: Updates to Zoning Code - Duplex

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

The proposal supports the following goals of the General Plan by facilitating infill development:

- LU.1.6
- LU.5.2
- LU.5.3

PZ-22-00180: Updates to Zoning Code - Duplex

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.

PZ-22-00180: Updates to Zoning Code - Duplex

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The proposed amendment revises the definition of duplex to re-establish internal consistency of the Zoning Code.

Recommendation

Planning and Zoning Commission meets on January 25th, their recommendation will be presented to Council on the February 7th meeting.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Manager - Stormwater

Co-Submitter: Gary Miller

Date: 02/15/2023

Meeting Date: 02/21/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-03: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, by amending Section 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees; providing for repeal of conflicting ordinances, severability, penalties, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2023-03 by title only for the final time
2) City Clerk reads Ordinance No. 2023-03 by title only (if approved above)
3) Adopt Ordinance No. 2023-03

Executive Summary:

This meeting is an opportunity for the City Council to do the first read of Ordinance 2023-03 after the continuation of the public hearing for said Ordinance. The public hearing was originally opened on November 15th, 2022. This action adopts an ordinance increasing Stormwater service charges (rates). An equivalent rate unit (ERU) equals 1,500 square feet of impervious area on a property. Stormwater service charge increase is necessary to adequately fund pre-monsoon season flood preparation, flood response, operations, maintenance, and priority capital improvement projects.

Staff developed stormwater rate alternatives for Council to consider which included a staff-recommended option of increased capital projects through rates and grant funding, and other options including an option for rate funded Capital projects and an option of minimal Capital expenditures. These options are listed in the draft Ordinance as well as in the attached presentation.

Financial Impact:

The City is recognizing the need to establish appropriate stormwater rates that will allow for the Stormwater Fund to remain solvent following flood response and Capital Improvements from post-wildfire flooding as well as regular operations of the Stormwater Utility. An increase in stormwater rates is needed in order to meet future operating expenditures, provide funding for priority capital improvements and provide sound fiscal management to the Stormwater Fund.

Policy Impact:

Consideration of the level of funding for Stormwater operations, maintenance, and flood mitigation capital projects.

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

Priority Based Budgeting Priorities

- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- High Performing Governance: Enhance the organization's fiscal stability & increase efficiency & effectiveness

Regional Plan:

- Goal WR.2.2 Maintain and develop facilities to provide reliable, safe and cost-effective stormwater services.

Carbon Neutrality Plan

- Community Resilience: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- Community Resilience: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Has There Been Previous Council Decision on This:

On August 23, 2022, City Council adopted Resolution 2022-44, a Notice of Intent to increase Water Services rates or rate components, fees or service charges.

On October 25, 2022, during the Council work session staff presented results of the Stormwater Rate Adjustment Report and current scenarios for rate increases.

On November 15, 2022, during the Council work session, staff presented Ordinance 2022-32 with three scenarios for rate increases. The current scenarios are modifications of this November meeting with clarifications and changes as recommended by Council and the City Manager.

On January 31, 2023, during the Council work session, staff presented Ordinance 2022-32 with three new scenarios for rate increases. The current scenarios are modifications from the November meeting.

Options and Alternatives:

Alternatives are being considered to provide various levels of service to the community with the understanding of enhanced operations and maintenance due to recent flood events and new infrastructure.

- Adopt Ordinance No. 2023-03 as proposed.
- Amend and adopt Ordinance No. 2023-03 and direct staff to modify the capital improvement plan and drainage maintenance program.
- Do not adopt Ordinance No. 2023-03 and have staff delay/cancel capital improvement projects and reduce the drainage maintenance program. This action will greatly limit staff's ability to continue to address flood preparation, response, necessary maintenance, and provide necessary grant cash-match with the current ($3.74/ERU) Stormwater rate.

Background/History:

The Stormwater Section was created in 2003 as a separate utility. The utility has undergone many changes since its inception with a drastic increase in expenses and level of service following the Museum Fire of 2019 and Pipeline Fire of 2022. The need for an increase in the rate is in relation to these fires, inflationary pressure, increased infrastructure maintenance needs, and continued flood response costs. This rate was evaluated by an outside consultant, Water Resources Economics, and was reviewed by Staff for appropriateness in terms of community level of service.

Key Considerations:

Current Stormwater rates are insufficient for continuing pre-monsoon season flood preparation or monsoon flood response. Current rates are insufficient for funding the Highway 180 at Schultz Creek culvert. The City has several basins to help mitigate flood levels in our community and are expected to collect sediment and debris from the fire burn areas. Current rates are insufficient for the large increases in maintenance costs that will be incurred from the construction of the Killip School Regional Detention Basins, Schultz Creek Basins, Francis Short Pond Basin and Park Way Basins.

Expanded Financial Considerations:

Current Stormwater rates are insufficient for continuing pre-monsoon season flood preparation or monsoon flood response.
Current rates are insufficient for funding the Highway 180 at Schultz Creek culvert.
Current rates are insufficient for the drastic increase in maintenance costs that will be incurred by the new Killip School Regional Detention Basins, Park Way Basins, and Schultz Creek Basins as well as existing basins (e.g. Frances Short Pond).

Community Benefits and Considerations:

Establishing a fiscally secure Stormwater Fund will provide for flood response and post-fire long term mitigations that will reduce repetitive funding. The Fund will continue to support the Rio de Flag Flood Control Project, FEMA regulatory compliance, and stormwater development review.

Community Involvement:

A public notice and the Stormwater Rate Adjustment report was made available to the public on September 16, 2022. A Stormwater page has also been created to provide additional information on the rate adjustment. Staff has reached out to the community for opportunities to provide a roadshow presentation to groups. Community forums were scheduled to allow for the public to attend in-person or virtually. This rate adjustment had several public meetings and previous Council discussion on October 25, 2022 and November, 15, 2022, and on January 31, 2023.

Attachments: Ord. 2022-03
Open Channel needs 2023
DRAFT Stormwater strategic plan
Presentation

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 12, FLOODPLAINS, CHAPTER 12-02, STORMWATER MANAGEMENT UTILITY, BY AMENDING SECTION 12-02-002-003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES; PROVIDING FOR REPEAL OF CONFLICTING OF ORDINANCES, SEVERABILITY, PENALTIES, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, A.R.S. §§ 9-511, 9-511.01 et. seq. provide authority for municipalities to adjust stormwater utility service charges (rates), and fees; and

WHEREAS, the City has published a notice of intention in the local newspaper, published notice of proposed new or increased fees on its website and social media at least 60 days prior to approval, and held a public hearing all as provided for by law; and

WHEREAS, utility service charges and fees are established to charge the user of a specific service the cost of delivering the specific service; and

WHEREAS, the City of Flagstaff ("City") has found that it is necessary to update, adjust and increase stormwater service charges and fees in order to provide for the cost of projects necessitated by forest fires resulting in new stormwater flooding risks, as well as maintaining service levels and system capacity; and

WHEREAS, the City wishes to change language in the City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, to update the Stormwater Management Utility Service Charges and Fees Schedule; and

WHEREAS, the City has finds that the updates, adjustments and increases to the stormwater management service charges and fees are all just and reasonable.

ENACTMENTS:

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

SECTION 1. In General

Title 12, Floodplains, of the Flagstaff City Code is hereby amended by amending the following section to read as follows (additions shown in red text, deletions shown as stricken):

12-02-002-0003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES

There is hereby adopted the following schedule of stormwater management utility service

charges and fees for the purpose of funding all or any portion of the City's Stormwater Management Utility Service programs.

(a) STORMWATER MANAGEMENT UTILITY SERVICE CHARGE. Unless amended, adjusted, or repealed by City Council, a periodic stormwater management utility service charge is hereby imposed on any and every property, lot, or parcel of land in the City of Flagstaff, except as may be altered by an exemption, credit, offset or other adjustment to the service charge, in the following manner:

1) Detached single-family residential property, lots, or parcels of land shall be charged based on the ~~following tiered system (each tier represents the number of ERUs being charged):~~ NUMBER OF EQUIVALENT RATE UNITS UP TO 10 EQUIVALENT RATE UNITS MULTIPLIED BY THE EFFECTIVE RATE.

~~Effective July 1, 2019, the stormwater management utility service charge shall increase incrementally according to the following table:~~

~~Effective Date~~	~~Increase/Decrease Amount~~	~~Tier 1~~	~~Tier 2~~	~~Tier 3~~	~~Tier 4~~	~~Tier 5~~
~~July 1, 2019~~	~~$1.48~~	~~$3.74~~	~~$7.48~~	~~$11.22~~	~~$14.96~~	~~$18.70~~

2) All other properties, lots, or parcels of land not classified as detached single-family residential property, unless exempted pursuant to Section 12-02-002-0005, shall be charged ~~three dollars and seventy-four cents ($3.74) per month for each~~ BASED ON THE NUMBER of equivalent rate unit~~, or increment thereof,~~ located on the property, lot, or parcel of land.

~~Effective July 1, 2019, all other properties, lots, or parcels of land not classified as detached single-family residential property shall be charged according to the following table for each equivalent rate unit, or increment thereof, located on the property, lot, or parcel of land:~~

~~Effective Date~~	~~Incremental Increase/Decrease~~	~~Total Rate per ERU~~
~~July 1, 2019~~	~~$1.48~~	~~$3.74~~

3) EFFECTIVE APRIL 1, 2023, ALL OTHER PROPERTIES SHALL BE CHARGED MONTHLY ACCORDING TO THE FOLLOWING TABLE FOR EACH EQUIVALENT RATE UNIT LOCATED ON THE PROPERTY, LOT, OR PARCEL OF LAND:

[Scenario 1:]

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
APRIL 1, 2023	0.22	3.96
JANUARY 1, 2024	0.24	4.20

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
JANUARY 1, 2025	0.25	4.45
JANUARY 1, 2026	0.27	4.72
JANUARY 1, 2027	0.28	5.00
JANUARY 1, 2028	0.31	5.31

[Scenario 2:]

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
APRIL 1, 2023	0.37	4.11
JANUARY 1, 2024	0.42	4.53
JANUARY 1, 2025	0.45	4.98
JANUARY 1, 2026	0.50	5.48
JANUARY 1, 2027	0.54	6.02
JANUARY 1, 2028	0.61	6.63

[Scenario 3:]

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
APRIL 1, 2023	0.45	4.19
JANUARY 1, 2024	0.50	4.69
JANUARY 1, 2025	0.56	5.25
JANUARY 1, 2026	0.63	5.88
JANUARY 1, 2027	0.71	6.59
JANUARY 1, 2028	0.79	7.38

(b) SPECIAL STORMWATER SERVICE FEES. Unless amended, adjusted, or repealed by a City Council, the following special stormwater service fees shall be applied for the following services in the amount(s) defined:

1) Grading, Drainage, Paving Plan and SWPPP review	$225 per sheet for a first and second review
	$225 per sheet for all reviews thereafter
2) Grading and Drainage Field Inspection-sites less than 5 acres	$60 per inspection
3) Grading and Drainage Field	$120 per inspection

Inspection-sites larger than 5 acres	
4) SWPPP Inspection-sites less than 5 acres	$60 per inspection
5) SWPPP Inspection-sites larger than 5 acres	$120 per inspection
6) Annual Inspection of Structural Control	$60 per inspection
7) Drainage Report Review	$200 for first review
	$100 for each review thereafter
8) Flood Hazard Information Letter	$30 per letter
9) Floodplain Use Permit	$45 per permit
10) Floodplain Study for FEMA Map Revision	$2,500 per Technical Data Notebook

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. Penalties

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars ($2,500.00) and may be sentenced to confinement in jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

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 21st day of February, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

Flagstaff Open Channel Maintenance Needs Report

Flagstaff Water Services – Stormwater Program





December 2022

Cover photos: Top: West Wash dredging summer 2021. Middle: Rio de Flag dredge downstream of Beal Dr. daylighting a mostly buried storm water pipe, spring 2021. Bottom: Lower Spruce Wash channel dredging after post-fire flooding.

This report is intended to provide the reader with an overview of routine and non-routine open channel, detention basin, and green infrastructure maintenance needs. The purpose is to illustrate the equipment, labor, and material needs required to provide an adequate level of service as defined by the FEMA Community Rating Service criteria for municipal stormwater maintenance.



Schultz Creek detention basins in construction, 9/30/2022.

December 2022

Edward R. Schenk R.G. C.F.M. – Stormwater Manager

Sam Beckett – Streets and Facilities Management Section Director

Patrick O'Connor – Water Services Operations Section Director

Summary:

The City of Flagstaff Water Services – Stormwater Section is in charge of maintaining 24.8 miles of major urban stream and wash channels as well as 112 natural streams, minor ditches, swales, and small washes, 15 green infrastructure facilities, and 8 regional detention facilities. Funding for the program comes from the Stormwater Utility Fee and the program is justified by both city code and the Federal Emergency Management Agency (FEMA) National Flood Insurance Policy Community Rating System section 540 credit. Post-wildfire sediment and flood flows have dramatically increased the burden on this program, long-term impacts to the operations and maintenance of the program is still being assessed.

Introduction

The city of Flagstaff resides largely within the Rio de Flag watershed. The watershed, and Flagstaff, is situated on the southern edge of the San Francisco Peaks (Mount Humphreys, Agassiz, and Fremont). The Rio de Flag is part of the larger Little Colorado River watershed and lies on the edge of a minor water divide with the Verde River watershed to the west and the Little Colorado River watershed to the north. The Rio de Flag is an ephemeral stream, meaning that it flows only during parts of the year. Wildfire impacts from the 2019 Museum Fire and 2022 Pipeline Fire have included a 20x increase in flood peak flows and a several time increase in volumetric flood flows. The sediment and debris from the disturbed watersheds is also several times higher than pre-disturbance fluxes to the municipal stormwater system.

Open channel maintenance within the city is managed by the Stormwater Section for publicly owned parcels and for drainage easements. Landowners are responsible for maintaining stream reaches within their property parcels. The city Public Works Division assists Stormwater with some larger dredging and cleaning operations as does the Water Services Operations Section. The program currently includes 24.8 miles of major channels that are reported to FEMA for CRS 540 credit (Figure 1). Another 112 miles of natural channels, minor ditches, depressions, and swales are also maintained but on a reactive basis (Figure 2). Previous year maintenance activities are available on the Stormwater website or through the Stormwater Section directly.

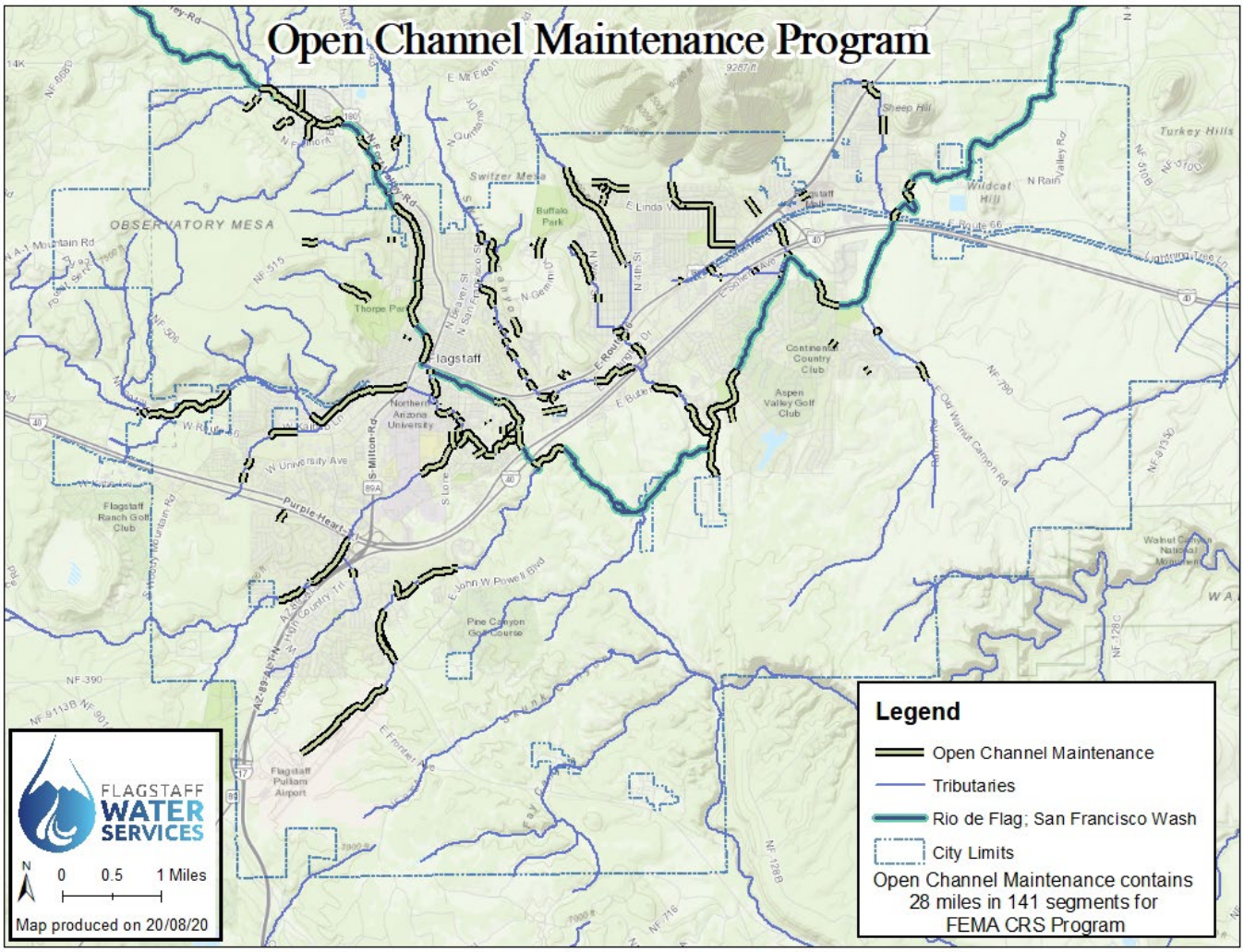


Figure 1. Major channel reaches maintained by the city and reported to FEMA for CRS credit.

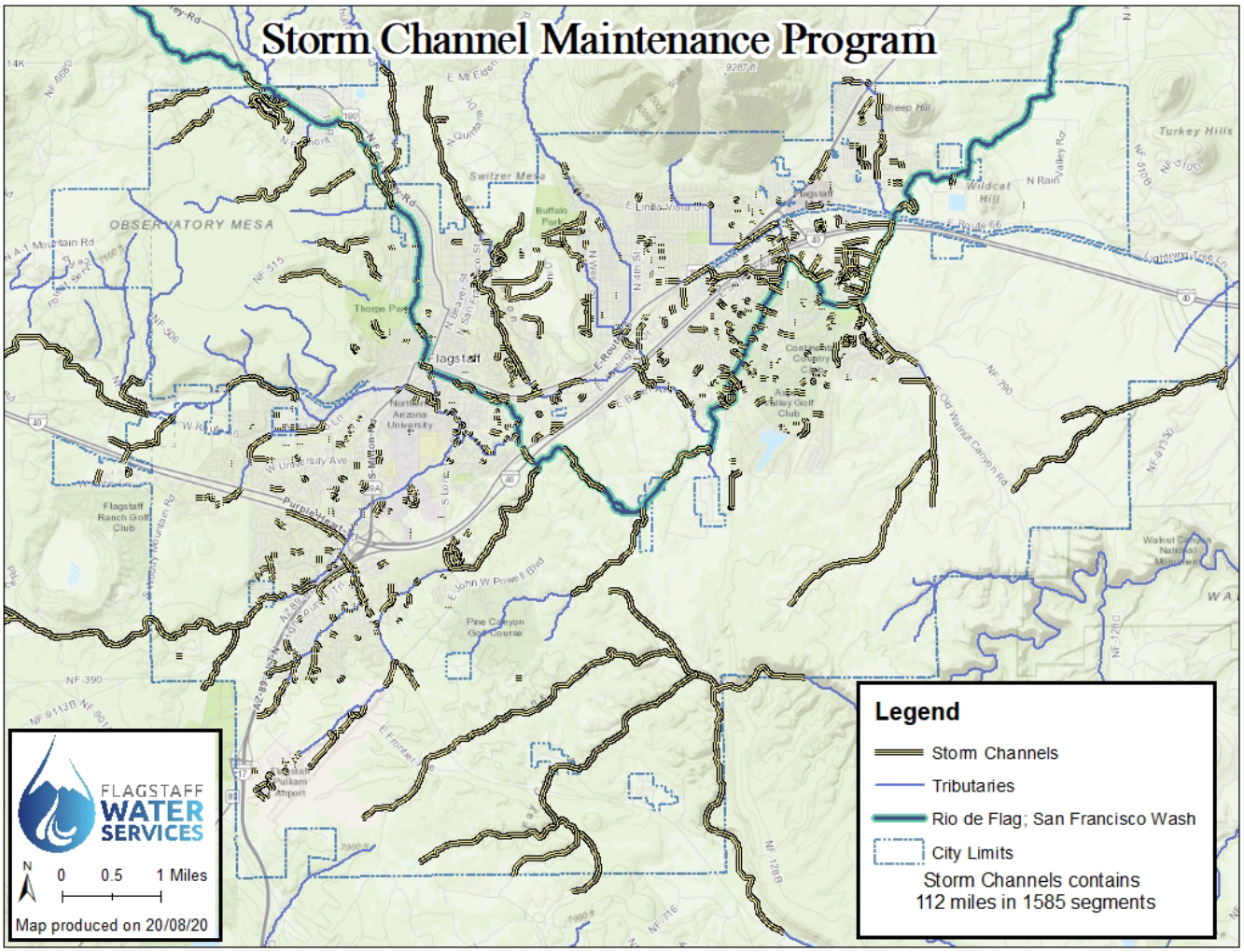


Figure 2. Natural channels, minor ditches, depressions, and swales maintained based on drainage complaints.

General scope of work

Vegetation removal – removal of trees to provide drainage in natural channels.

Trash and debris removal

Flood response – sediment and debris removal from neighborhoods and conveyances post-flood.

General channel clearing, dredging, erosion control – regular maintenance to reduce sediment.

Detention basin maintenance – regular maintenance to provide capacity and function.

Green infrastructure maintenance – regular maintenance to provide capacity and function.

Inventory

Miles of FEMA recognized City maintained channel: 24.8
120 miles of ditches, swales, other open channels not in FEMA
2928 catch basins
11 miles of road culverts
Over 4100 storm pipe segments (64 miles of storm pipe)
15 City owned green infrastructure low impact development (LID) facilities
8 regional detention facilities (several dozen minor detention basins not listed)

Regional detention basin inventory

Name	Year built	Capacity (ac-ft)
Frances Short Pond	1923	13
Cheshire Dam reservoir	1955	6.5
Clay Ave Wash Detention Facility	2009	192
Killip School Regional Basins	2022	10
Schultz Creek Regional Basins	2022	56
Park Way Sediment Basins	2023*	4
Spruce Wedge Regional Detention	2024*	13
Shadow Mountain Basin	2025*	10

* in-design, anticipated build year
** Table does not include 15 green infrastructure (LID) basins

Current inventory does not account for several miles of new tunnels and infrastructure slated for development as part of the Rio de Flag Flood Control Project. This project spans the downtown, Plaza Viejo, and Southside neighborhoods.

Current Equipment, Labor, and Materials

Current staffing is at 2 full time operators with 4 project managers and a program manager. Staff from other sections and divisions assist during flood response periods and large maintenance projects.

Equipment currently includes two 12-yard combination trucks, an electric mini-dozer, a CAT 307 mini excavator, and part-time use of Water Services Operations and Public Works dump trucks, loaders, backhoes, and other equipment.

Staffing and equipment levels are currently insufficient for the amount of infrastructure and flood events since the 2019 wildfire. Level of service is being maintained through substantial short term investment in contracting resources to meet the needs of the community.

Summary of 2021 open channel maintenance activities

In calendar year 2021 a total of 139 channel assessments were completed by Stormwater staff with 53 closed work orders at a contractor cost of $171,767 (staff time and city equipment is not tabulated). Total cost to the City was over $500,000 for landfill tipping fees for sediment and debris removal. This was an increase in both work orders closed (28 in CY20) and total cost ($546,301 in CY20) from the 2020 calendar year.

The majority of work orders completed in 2021 was removal of woody vegetation that can block the channel during flood flow. While few in number the dredging and erosion control work orders were the most expensive tasks to complete during the year and took the most amount of time and specialized equipment. A total of 11.9 miles of stream was cleaned in 2021, slightly less than half of the FEMA recognized channel lengths and approximately 10% of the non-Federally recognized open channel segments.

Maintenance examples from 2021

Summer monsoons were the 14th strongest on record (measured at Pulliam Airport). Four flood events occurred in Spruce Wash due to the post-fire Museum Fire condition. Another two floods were recorded in Shadow Mountain from un-named drainages of South Mountain Elden. A large flood also occurred on Fanning Wash, also drained by South Mount Elden. Localized flooding occurred in University Heights from a 2% recurrence interval storm and in the Cheshire neighborhood from a localized micro-burst in a tributary of the Rio de Flag.



Figure 3. Spruce Wash flood response in the Sunnyside neighborhood, July 2021.



Figure 4. Fanning Wash channel completely buried following 2021 flooding (upstream of Steve's Blvd). Pre-repair photo.



Figure 5. Repaired Fanning Wash channel upstream of Steve's Blvd following flooding, note new rock lined channel and the removal of debris on the right flood terrace.



Figure 6. West Wash dredging by Water Sewer Collections crew near Izabel and Colanthe Streets.

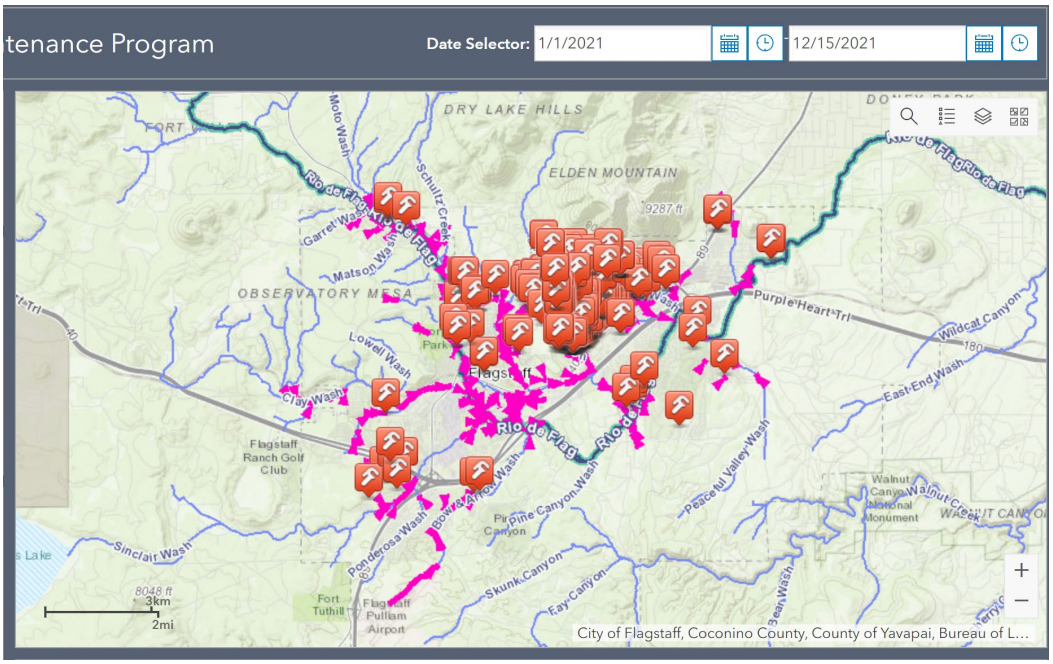


Figure 7. Stormwater internal work orders in calendar year 2021. There were 861 work orders, the majority of which were cleaning catch basins in flood areas. The map shows most of the work was completed in the Sunnyside neighborhood related to flood cleanup. Some neighborhoods had little attention due to prioritizing staff and equipment in the hardest hit flood areas.

Equipment and Staffing Needs Plan

An equipment and staffing needs plan was created in coordination between the Water Services Division and Public Works Division. The following table is the current staffing and equipment needs for Stormwater maintenance as of Fall of 2022. Equipment that may be eligible for external funding through the Arizona Department of Forest and Fire Management (DFFM) fund for post-wildfire flood response is noted. Funding for this equipment is not guaranteed.

Stormwater Strategic Fleet and Staffing Plan (Fall 2022)

Works Assignment & Special Instructions	Resources	10-Wheel Dump Trucks	20Ton Flatbed Trailer	Mini Excavator	Crew Cab 1 Ton (crane boom) Utility Pick-up	Supervisors 3/4 Ton Utility Pick-up	Front-end Loader (938/ 4yrd or larger)	Motor Grader or Mini Dozer (D5) with Grade control	Storm Water Operaters	Storm Water Operations Supervisor	Backhoe 420F	Tracked Skid Steerer	Mini Electric Dozer	Combo Vac Truck	Grad-all	
Funding Options		DFFM	Funded	Funded	City	City	DFFM	Partial City	City	City	DFFM	DFFM	Funded	Funded	DFFM	
These truck are critical for the removal of sediment and debris removal from the community and of all the sediment basins now maintained by the city. Outside of response these will be used for general	Required	4														
	Have	0														
	Need	4														
Equipment will be key to the success of the Storm Water Maintenance group, even more so is the ability to move the equipment. This trailer can be used for sandbag transportation as well.	Required		1													
	Have		1													
	Need		0													
Having mini Exactor for debris removal in channels and sediments basins is a must. Without this it will make clean out a extremely difficult.	Required			1												
	Have			1												
	Need			0												
As the Storm Water Maintenance crew build they will need a way to move staff and equipment to job sites in addition to supporting post wildfire emergency response.	Required				2											
	Have				0											
	Need				2											
This vehicle is critical for the new storm water supervisor, as a filed supervisor this is required they have an assigned vehicle for emergency call out/ response, and daily field supervision	Required					1										
	Have					0										
	Need					1										
To successfully clean out detention basins with hundreds of thousand of cubic yard of material, from-end loaders will be required. These will be critical for many normal open channel maintenance	Required						2									
	Have						1									
	Need						1									
One of the more import and critical pieces of detention maintenance is ensuring the all the engineered grade control points are reset. If the grade control point are not reset this could be	Required							1								
	Have							0								
	Need							1								
Staffing is critical and will be required if we (the city) would like to differ the multi-million quotes for the one time clean out of detention basins. Storm	Required								6							
	Have								0							
	Need								6							
A crew without a direct field operation supervisor will always struggle. This new group will need a full-time supervisor to support and convey mission	Required									1						
	Have									0						
	Need									1						
A backhoe is a necessary part of the Stormwater maintenance program as it provides a tool for general clearing, grubbing, and sediment transport	Required										1					
	Have										0					
	Need										1					
A tracked skid steerer is integral for open channel maintenance and small clearing operations	Required											1				
	Have											0				
	Need											1				
This equipment will be needed for open channel maintenance in particularly in box culvert maintenance.	Required												1			
	Have												1			
	Need												0			
This equipment combo truck has been critical to storm waters underground and open channel maintenance.	Required													1		
	Have													0		
	Need													1		**Totals**
This equipment is needed for dredging of "V" type ditches and for long-reach applications from roadways.	Required														1	
	Have														0	
	Need														1	
Total New Equipment needed		4	0	0	2	1	1	1			1	1	0	1	1	13
Staffing required									6	1						7
Projected Cost		DFFM	$ -	$ -	$ 230,000	$ 65,000	DFFM	$ 300,000	$ 420,000	$ 100,000	DFFM	DFFM	$ -	$ -	DFFM	$ 1,115,000

STORMWATER
FLAGSTAFF WATER SERVICES

FLAGSTAFF
WATER
SERVICES

CITY OF FLAGSTAFF · ESTABLISHED 1882 · ARIZONA







FLAGSTAFF STORMWATER
STRATEGIC PLAN

Master Planning, Development Review and Inspection, Floodplain Management, Maintenance, Flood Response, Capital Improvement.

We are Water

FLAGSTAFF AND **STORMWATER MANAGEMENT**

With clean air, a cooler climate, and beautiful natural areas, Flagstaff is a great place to live and visit. Residents and visitors enjoy the many amenities Flagstaff has to offer—from the Flagstaff Urban Trails System (FUTS) of bike and pedestrian paths to the Grand Canyon to the unique biodiversity of surrounding forests. Home to Northern Arizona University and world-class research centers, Flagstaff residents are informed, passionate, and engaged in issues concerning their community.

Urban development over the years in Flagstaff has significantly altered the natural hydrology and the hydraulics of this stormwater system, with many natural elements having been replaced or augmented by man-made facilities. Urban development continues, and the City recognizes that climate is causing more intense precipitation events, increased frequency of wildfires, and elevated flooding risks, requiring enhanced planning and improvements to stormwater maintenance and infrastructure. To manage these issues, the Stormwater Section of the Flagstaff Water Services Department is charged with managing a stormwater utility service area subject to stormwater service charges. Recently, these responsibilities have expanded with increasing wildfire and flooding risks due to climate change.

PURPOSE OF THIS STRATEGIC PLAN

With increasing climate change and severe weather patterns, stormwater management, flood management, and pollutions prevention are becoming increasingly important. Consequently, this Strategic Plan focuses on the future, providing the Stormwater Section's staff an opportunity to communicate risks, recommended actions and investments, and identify opportunities within a 5-year planning horizon. Specific objectives include:

- Provide a substantive and easy to read overview of flooding and pollution prevention issues
- Identify the major challenges, risks, and recommended actions and investments
- Increase confidence among the Flagstaff City Council and the community that the Stormwater Section is appropriately mitigating the risks of flooding and the environmental damage caused by stormwater pollution
- Establish a basis for future community dialogue on specific stormwater and pollution prevention issues
- Ensure that Strategic Objectives are aligned with Stormwater Section's values, standards, City Council goals, and the appropriate elements of Flagstaff's Climate Change Action and Adaptation Plan
- Provide the basis for estimating the financial implications of stormwater management

ELEMENTS OF THE STRATEGIC PLAN

Strategic Foundation
Defines the Stormwater Section's fundamental responsibilities. The Behavioral Values are appropriately the same as those noted in the Water Services Division 2025 Strategic Plan.

Business Values
Specific commitments to provide compelling value, for example flood protection and pollution prevention. They establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, implementing solutions, and communicating in a meaningful way.

Stormwater Basics and Major Challenges
Things people should know about stormwater in Flagstaff, including basic concepts and an overview of the most significant risks facing the community.

Standards
Rules, levels of quality, or achievements that are considered acceptable or desirable. The Section's standards drive its activities, decisions, proposed investments and are the basis for transparent operations. Some of these standards are legal or regulatory, for example FEMA and Arizona regulations, or following Low Impact Development (LID) and best management practices (BMPs). Other standards are developed internally and in collaboration with the City Council, city management, and the community.

Strategic Objectives – The Strategic Objectives outlined in this plan describe significant challenges, opportunities, and recommended actions or investments relevant to the planning horizon. They do not address tasks that are part of normal operations, nor do they reflect final policy decisions or indicate that there is approved funding for a given action or investment.



Museum Gauge

STRATEGIC FOUNDATION

MISSION

To professionally and cost effectively minimize the flood damage and pollution from stormwater events.

BEHAVIORAL VALUES

We are guided in our daily decisions and activities by these values:

INTEGRITY

We are transparent, honest, and ethical in all our communications and our actions

LEADERSHIP

We are proactive in protecting the interests of our staff, customers, and community



RESPECT

We thoughtfully consider each other's differences and opinions

COLLABORATION

We listen and openly share our ideas to achieve better decisions and outcomes

COMMITMENT

We strive to meet high standards of service and reliability

RESPONSIBILITY

We are accountable for our behaviors, actions, and use of public resources.



Flooding on Route 66

BUSINESS VALUES

Business Values describe the Section's commitments to provide compelling value to the residents and businesses it serves. These Business Values establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, and evaluating and implementing solutions. The Section's Business Values are the same as the Water Services Division, with the exception that they focus on flood protection and pollution prevention instead of reliable water supplies and water service.

- **Sound Planning and Appropriate Investment**
- **Flood Protection and Pollution Prevention**
- **Protecting Public Health and the Environment**
- **Exceptional Customer Service**
- **Sound Financial Management, Increasing Efficiency**
- **Transparency and Community Engagement**

STORMWATER BASICS

The Stormwater Section - The City of Flagstaff Stormwater Section is part of the Water Services Division and has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Although it's part of the Water Services Division, it has all the functions, complexity, and responsibilities of a separate utility. It administers the Stormwater Management Program and performs studies and analyses as required, prepares capital improvement plans, performs routine maintenance and repair of stormwater assets, obtains federal and state permits, communicates with businesses, residents, and developers, and acquires lands, easements, and rights-of-ways to perform its duties.

	2003	2005	2007	2009	2012	2018	2019	2021	2022
News:	Stormwater Section Created	First Rate Change and credit manual	Master Planning	ALERT netw ork, LID Ordinance	FWPP	Rio De Flag Flood Control Project	Museum Fire, Climate Action Plan, Rio de Flag Project	Spruce Wash flooding	Pipeline Fire
Rate ($/ERU month	$ 0.53	$ 0.93	$ 1.02	$ 1.22	$ 1.30	$ 2.24	$ 3.74	$ 3.74	$ 3.74
Responsibilities:	FEMA Floodplain Management Development review, Construction Inspections, Maintenance funding Water quality & MS4	Capital Improvement Drainage Investigation	NEAMDS Study	ALERT gauges LID ordinance	Regional Watershed Management	Rio De Flag Flood Control Project	Climate change planning Post-fire flood response Maintenance operations Asset Management/GIS Rio de Flag Project	Regional Flood Management	Individual Direct Assistance Detention Basin Maintenance

Stormwater Fees and Service Levels

The Stormwater Section was created in 2003 and was expanded in 2006, 2015, 2019 to regulate, operate, protect, and maintain the stormwater drainage systems in the City. Stormwater fees provide the funding to carry out these roles. One of the biggest challenges and important roles of the Stormwater Section is to advocate for appropriate investment in flood protection and pollution prevention and to prioritize capital improvements. Appropriate investment is determined by standards. Priorities are set by assessing the risks to life and property, when standards may not be met, and when there are potential financial losses.



Open channel maintenance.

The System

Flagstaff's Municipal Separate Stormwater System (MS4) is separate from the sanitary sewer system and is comprised of open channels, culverts, pipes that allow stormwater to cross under roads, and catch basins that capture and guide stormwater. More broadly, the system comprises any assets that contribute to stormwater control and flood prevention, including detention or retention basins that reside on both public and private property and FEMA special flood hazard areas (commonly referred to as FEMA floodplains and floodways). In general, Flagstaff has no formal municipal stormwater conveyance system. Flood mitigation is accomplished by adding stormwater provisions to local areas or specific development sites. The Army Corps of Engineers Rio de Flag Project, designed to address downtown flooding, represents major infrastructure and could be categorized as a first step in developing a more comprehensive municipal stormwater system.

Floodplains and Flood Insurance

Flood insurance is regulated by FEMA, including setting flood insurance rates, though the City operates as the local administrator for FEMA on floodplains and flood insurance discounts. FEMA also responds to natural disasters. Any property that is designated to be in a FEMA floodplain that has a mortgage must have flood insurance. This insurance can be expensive ($2000-$4000 per year), mainly because properties in a floodplain are deemed to have a significant risk for flooding. So, maps that define FEMA floodplains are an important issue for property owners and developers. Floodplain maps produced by FEMA are a broad brush, and these maps are constantly being revised locally, typically driven by requests from developers. The Stormwater Section enforces local, state, and Federal regulations by way of Erosions Control Plans required by FEMA, the Arizona Department of Department of Environmental Quality (ADEQ), and the Flagstaff Stormwater Design Manual. It does not create or change municipal regulations without Council approval. The Stormwater Section is responsible for the Community Rating System (CRS) that provides insurance discounts by demonstrating higher standards than baseline FEMA regulations.

Stormwater System Maintenance

Stormwater assets underperform if they are clogged due to trash or natural debris, sediments, or because they are old and need repair. Ideally, the Stormwater Section should ensure that if flooding does occur, it's not due to maintenance insufficiencies, but rather migrated debris from the time of the precipitation event. Maintenance of private storm water assets is the responsibility of the property owner. This applies to both public and private stormwater assets. Proper maintenance is also the prerequisite for evaluating the design, capacity, and performance of current infrastructure which is essential for identifying needed capital improvements.



Drainage capital improvement.

Solving, Not Moving the Problem

t's not uncommon for a flooded area to act as a detention pond, which can limit peak flows to downstream areas. This illustrates a common stormwater management challenge. It's not acceptable to solve an upstream problem that causes a problem downstream, in other words, moving the problem from one area or neighborhood to another. Meeting this standard increases the complexity and cost of stormwater projects. In most cases, planning needs to begin where the water will eventually end up and then work backward to determine how it will safely get there.

Impacts of New Development

The impacts of new development to the City over time is increasing area of impervious surfaces or hardscape, but this will not increase total flows in the City's conveyances provided the on-site storm water mitigation is designed and installed properly i.e., providing detention/retention assets and complying with Low Impact Development (LID) standards. The risk created by a specific development site is flooding or having sediment dumped on a neighboring property. This typically occurs because the site did not comply with Stormwater Pollution Prevention Plan (SWPPP) requirements or Best Management Practices (BMPs). Or in some cases, a storm's magnitude was so intense that installed BMPs were inadequate to prevent flooding damage.

New Development Site Management

On any given site (new, infill, or redevelopment) Stormwater codes and LID provisions are designed to ensure that peak flows do not increase, and the basic path of the flow is not altered. Peak flow is typically controlled with onsite detention or retention basins or by directing flow toward landscaping (which amounts to passive rainwater harvesting). In almost all cases, development causes total flow discharged from a site to remain the same even with an increase in hardscape (roofs, driveways, parking lots) thanks to designed and installed mitigation to preserve preconstruction discharge rates. This means that by providing adequate local and regional mitigation, stormwater risks are remaining the same due to the cumulative impacts of development.

Establishing Spatial Weather Distinctions

It's possible that certain areas of Flagstaff are prone to certain weather events, especially with respect to smaller storm cells or monsoons. Recent events suggest that definable patterns may exist. Ongoing data collection, specifically stormwater footprint information, is necessary to establish credible patterns. Establishing these spatial trends could dramatically increase the effectiveness and efficiency of CIP investments, specifically decreasing costs and flooding risks.

Army Corps of Engineers Rio de Flag Flood Control Project

This project is a twenty-year effort of the City of Flagstaff and the U.S. Army Corps of Engineers to prevent safety hazards and property damage caused by floods. It is a $122M project with 65% of the funding provided by the Army Corps. Project provisions being built along the Rio de Flag and Clay Avenue Wash will significantly reduce flooding in the downtown area. The project realigns the primary floodway, constructs underground and surface floodway structures, and will provide stormwater connections to the project's infrastructure. Once completed, this project has the potential to prevent damage to approximately 1,500 structures in Flagstaff, valued at over $916M. Though this project is a significant step forward in flood mitigation, it does not resolve all stormwater issues.

MAJOR **CHALLENGES**

Advancing Climate Change

Without the impacts of climate change, stormwater management amounts to ensuring that private drainages and stormwater system assets were designed and properly constructed, overseeing new development and its impacts, and ensuring that stormwater assets are being properly maintained. However, climate change is changing the game. Changes in Flagstaff's weather patterns in the next 5 years will be more dramatic than the last 10 years. A drying trend that increases the risk of wildfires, increased flooding due to intense monsoons, more rain-on-snow events, and large storms with wet snow are consistent with both climate change modeling and recent experience. Precipitation events previously designated as 100 or 1000 year storms are now regular occurrences. Responding to these challenges will require a fully staffed stormwater utility and significant



Flooding on North Foxglenn St.

enhancements in data collection, characterization of flows and system capacity, and making compelling arguments for significant investments.

Wildfires and Associated Off-Forest Flows

This may be the biggest stormwater challenge facing Flagstaff. Burned areas from wildfires can cause a ten-fold increase in stormwater flows. Wildfires also illustrate one of the ways that climate change causes reinforcing negative effects. Longer dry periods increase the risks of wildfires, wildfires burn the soil and strip it of its water holding capacity, and climate change increases the risk of more intense precipitation events. The net result is an expansion of the areas in and around Flagstaff where severe flooding can occur. These risks are directly proportional to burned area surrounding the City, which is increasing. Given that it can take decades for a forest to recover, in 10 years the total burned area surrounding Flagstaff could be significantly greater than it is today. In fact, recent wildfires have re-burned areas that were recovering from the 1977 Radio Fire and the 2010 Schultz Fire.

Risk to Older Infrastructure

Up to 40% of Flagstaff's older neighborhoods are at risk for significant flooding. These neighborhoods and their stormwater assets, built anywhere from 20 to 70 years ago, were constructed using different engineering design standards and arguably based on different weather assumptions and frequency of wildfires. In some cases, there were no standards at the time of the development. The Stormwater Section was created in 2003, with previous development review only occurring sporadically. Stormwater Fund increases in 2006, 2015, and 2019 were driven by increases in the deferred capital improvements list for Stormwater, a chronic issue that has not substantively eased due to increasing construction and design costs in the region. Also, it's not uncommon to find that construction failed to meet the standards in place at the time.

Characterizing Precipitation Events

It no longer makes sense to use the terms 100-year or 1000-year storms when these events are occurring every few years, or several times in one year. With accelerating climate change, weather patterns from decades ago are no longer a reliable indicator of future events. To plan appropriately, likely events must be defined using climate change modeling and data from more recent storms. These events must be characterized in terms of a footprint, which describes the amount of precipitation and flows that occur in a given area over a given time. Translating the risks of advancing climate into specific storm footprints will help to prioritize stormwater capital improvements.

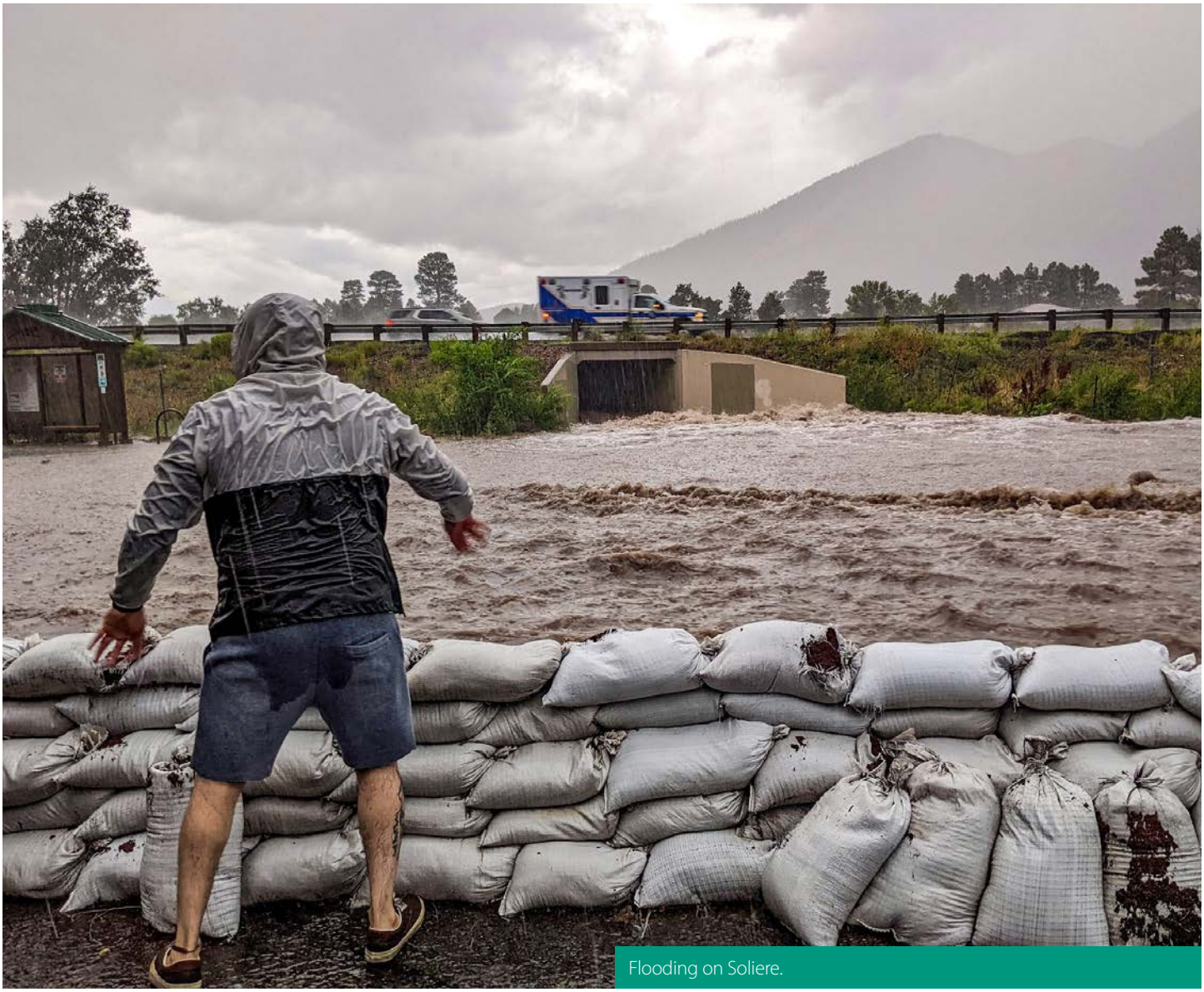
Human Resources

Today's staffing for the Stormwater Section is not aligned with the fact that it has all the roles of a fully functioning utility, the growing risk of flooding, and the human and financial costs of these risks. A significant increase in resources is needed to address flood response, planning, maintenance, analyses, and defining/prioritizing capital improvements.

The Overall Danger – Given the increasing frequency and severity of intense precipitation events and the increase in areas burned by wildfires, the risk that Flagstaff will fail to respond appropriately to stormwater and flooding issues is high unless significant changes are made in approach and available resources.

ASSESSING AND MITIGATING **RISKS**

Stormwater management is a risk management problem. The cost of severe weather events and flooding can be high, and climate change models predict that the frequency of these events is increasing. The challenge for the Stormwater Section is to ensure that the risk of damage due to flooding is low despite the changing climate and the cumulative impacts of development. Meeting this objective requires that the Section set clear performance standards, ensure that the system is sized appropriately, perform needed maintenance, and ensure that new development does not harm neighbors and or increase flooding risks.



Flooding on Soliere.

flagstaff.az.gov/utilities

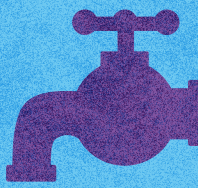
STRATEGIC **OBJECTIVES**

Using Strategic Objectives to Describe the Future

The Section's Strategic Plan employs several criteria for assessing future challenges and opportunities. These criteria include the following:

- Making sure that the Section is complying with current regulations and standards
- Responding to climate change, increasing wildfire threats, and changes in the condition of assets
- Addressing evolving community needs and taking advantage of opportunities to increase efficiency
- Ensuring that standards, risks, and needed investments are communicated clearly

Assessing the Section's activities using the criteria above has led to the development of a series of *Strategic Objectives* that address perceive needs and future performance to standards. They do not represent final policy decisions or reflect the availability of funding, rather they are recommendations for analyses or actions that should be pursued. In this sense, these objectives establish a framework for the Section's staff to continue clarifying the issues, establishing priorities, collaborating with experts, and leading a dialogue with the City Council and the community about investing appropriately in mitigating flooding and pollution risks.



SUMMARY OF STRATEGIC OBJECTIVES:

1. **Respond to Wildfire Flooding Risks and Events**
2. **Clarify Climate Change Characteristics and Overall Stormwater Challenges**
3. **Maximize/Optimize Stormwater System Maintenance**
4. **Clarify Services Levels and Enhance Customer Service**
5. **Increase Support for Floodproofing of Individual Structures**
6. **Enhance CIP Process and Update CIP Priorities**
7. **Enhance Development Review Process and Developer Support**
8. **Improve Communications and Collaboration**
9. **Address Stormwater Section Human Resource Needs**

STRATEGIC OBJECTIVE NO. 1:
RESPOND TO WILDFIRE FLOODING RISKS AND EVENTS

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that provisions to manage stormwater are resilient to climate change
Background	Flagstaff is surrounded by a forest, and unfortunately forests are periodically burned by wildfires. Wildfires not only burn down trees, but change the characteristics of the soil, specifically the ability for water to infiltrate into the soil. In fact, the biggest contributor to flooding after a wildfire is the changes in soil characteristics. This can increase peak stormwater flow by as much as 10 times that of non-burned areas.
Challenge/ Opportunity	• Climate change not only increases the risk of wildfires but also more intense monsoons and precipitation events, both of which Flagstaff is already experiencing. • In the last 12 years, Flagstaff has experienced 3 significant wildfires, (Schultz, Museum, and Pipeline) occurring in 2010, 2019, and 2022 respectively. Prior to these fires, the last significant fire impacting the City was the 1977 Radio Fire. Consistent with climate change models, this suggests that the frequency of wildfires is increasing. • It takes decades for a burned area to recover, some studies showing 80 years or more. In fact, the most recent fires around have re-burned areas that were still recovering from the Radio and Schultz Fires. • There are no practical ways to amend large areas of burned forest soils to speed recovery. • Since the frequency of wildfires is likely increasing, and recovery is very slow, in 10 years the burned area around Flagstaff could be significantly larger than it is today. So, the cumulative risk of flooding due to climate change (more intense storms and more burn area) will also increase with time. • More flooding in burned areas will require new stormwater assets, including culverts, channels, and detention/retention basins. This new infrastructure will also require ongoing maintenance. • Flagstaff is surrounded by federal lands, so efforts to reduce wildfire risks with preventative forestry practices must be coordinated through the appropriate authorities.
	• Analyze new burned area flooding risks and build preventative measures before flooding occurs. • Train staff in Incident Command System (ICS) and Incident Management Team (IMT) processes to integrate with City and County Emergency Management services. • Assess wildfire trends and develop CIP plan and staffing requirements associated with building and maintaining new stormwater infrastructure specific to addressing wildfire related flooding. • Conduct incident command system training for Stormwater Section staff • Create an IGA with the Flood Control District to determine roles and responsibilities

STRATEGIC OBJECTIVE NO. 2:
CLARIFY CLIMATE CHANGE CHARACTERISTICS AND OVERALL STORMWATER CHALLENGES

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that provisions to manage stormwater are resilient to climate change
Background	Stormwater system performance and damage due to flooding are impacted by the severity and timing of precipitation events and the impacts of wildfires. These events produce stormwater flow rates that can either be handled by current stormwater infrastructure, or be overwhelmed, causing flooding and damage. The issue is not necessarily the overall severity of the storm, but the precipitation intensity on a given area in given period of time (the precipitation footprint).
Challenge/ Opportunity	Flagstaff is facing the following challenges related to climate change and increasingly severe weather. • Climate change is accelerating, which translates into accelerating uncertainty related to future weather patterns, especially in a given region, area, or neighborhood. • It no longer makes sense to characterize storms as 100-year or 1000-year events when these events are occurring every few years, or several times in a single year. With accelerating climate change, weather pattens from even 10 years ago are no longer a reliable indicator of future events. • A drying trend that increases the risk of wildfires, higher flooding risks due to intense monsoons, more rain-on-snow events, and large storms with wet snow are all consistent with climate change modeling and recent experience. These events will continue, and likely be more severe, in the future. • If recent record monsoons had occurred in older or more vulnerable neighborhoods, the damages could be catastrophic and endanger lives.
Specific Responses	• Consider recent weather events and trends, general climate change modeling, and consult with climate experts on Flagstaff's weather to create a clearer picture of the weather events that should be considered in Flagstaff's stormwater planning. • Translate weather events into precipitation footprints. Express these footprints in terms of amount of water, area, time, and resulting flow rates. • Consider adding a climate change acceleration factor to recent storms, weather conditions, and even wildfire frequency to account for changes likely to occur over the next 10 years. • Produce a substantive and easy to read brief that clarifies weather patterns, including information on precipitation footprints, spatial trends, and plans to improve this information over time. • Enhance the rain and flow gauge network and the emphasis on hydrology in the Stormwater Section. This will create a stronger foundation for understanding stormwater footprints, flows, spatial trends, and for improving emergency alerts to first responders and residents. • Use the increased clarity on weather events to continue optimizing system maintenance and Capital Improvement (CIP) projects and priorities. • Consider the appointment of a dedicated hydrologist for the stormwater section • Conduct modeling of various climate change and land use change scenarios to determine the range of stormwater system capital investment needed to meet future challenges

STRATEGIC OBJECTIVE NO. 3:
MAXIMIZE/OPTIMIZE STORMWATER SYSTEM MAINTENANCE

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that provisions to manage stormwater are resilient to climate change • Minimize the number of flooding or drainage complaints caused by maintenance problems
Background	For the stormwater system to function at its capacity, it must be well maintained. This means ensuring that the system is clear of debris and that assets are in good condition (not crumbling or past their useful life).
Challenge/ Opportunity	Consistent with climate change models, the intensity of rainstorms in Flagstaff has been increasing. • Flagstaff has experienced "100-Year" storms in 2014, 2016, 2018, and a "1000-Year" storm in 2018. Storms that were considered very unlikely may now be the norm. • Given increasing flooding risks and frequency of flooding, maintenance is critical. Approximately 80% of drainage complaints are related to maintenance issues. • System maintenance is becoming increasingly more difficult with repetitive flood events, debris flows, and sediment flows from wildfires. • Maintenance conditions can change rapidly. A cleared grate can become blocked again the next day. • Until recently, the stormwater system was not fully defined or documented, which made it difficult to perform proactive maintenance. • Assessing asset conditions on closed systems and culverts is difficult. These types of assets have not been completely characterized. • Many stormwater assets are privately owned and maintained. The performance of these assets is important for protecting neighbors and overall performance of the system. • If the system is not appropriately maintained, it's more difficult to evaluate design issues and capacity. • Emergency response demands the time and resources of the Stormwater staff, making it more difficult to accomplish annual system maintenance and improvements
Specific Responses	Appropriate maintenance based on clearly defined standards is the foundation for effective stormwater management. Given the risks associated with climate change and Flagstaff having an under-sized system in many areas, the Stormwater section should adopt a highly proactive approach to maintenance. • Complete the definition of the stormwater system, including assessing the condition of all significant underground stormwater assets. • Categorize drainage complaints or flooding events as either maintenance or design related and use these data to refine maintenance standards and activities. • Develop or refine current standards that define optimum system maintenance, clearly specifying the balance between proactive and reactive maintenance. • Establish clear response times to maintenance related drainage complaints. • Update the maintenance workplan to meet updated standards, making sure to address seasonal considerations in maintenance scheduling and level of effort. • Produce annual maintenance report for the stormwater system that addresses performance to standards, identifies new or refined standards, and outlines changes to maintenance activities.

STRATEGIC OBJECTIVE NO. 4:
CLARIFY SERVICES LEVELS AND ENHANCE CUSTOMER SERVICE

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low • Ensure that provisions to manage stormwater are resilient to climate change • Provide flood proofing technical and financial support for at-risk properties • Provide exceptional customer service based on clearly defined standards • Respond to drainage complaints withing 24 hours
Background	Stormwater fees for a property are based on the amount of impervious surface (roofs, driveways, parking lots etc. because this increases runoff and flooding risks. Fees are used to fund the activities of Flagstaff's Stormwater Section, which has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Collecting fees requires that the Stormwater Section define the value that these fees produce in terms of standards and service levels. Also, the Stormwater Section interacts with residents at a grass roots level, so customer service standards need to be clear.
Challenge/ Opportunity	• The Stormwater Section is clearly responsible for stormwater maintenance and CIP efforts, but it's less clear what stormwater fees actually cover with respect to resolving flooding problems in specific neighborhoods, specific properties, and the timeframe in which issues will be addressed. • Recently, the Stormwater Section has been given new flood response responsibilities previously handled by the County, signaling a pivot to both regional and urban flood control roles. • Lack of clarity about stormwater service levels translates into lack of clarity about liability. • Up to 40% of the properties in Flagstaff are susceptible to flooding simply due to the historic periods in which they were constructed. For example, homes and other buildings built below street level or built before the year 2000 do not meet present-day standards for protecting against inundation. Given the increasing storm intensities caused by climate change, their susceptibility to flooding will only get worse with time. • Service levels must define whether flooding issues and risks will be addressed with system level solutions, including timeframes, or individual structure flood proofing support. • The impacts of a wildfire can cause a 10-fold increase in stormwater flows, for example 1.5" of rain per hour causing a 100-year flow. Services levels related to flooding risks from wildfires are unclear. Sandbags and modular barriers are not acceptable long-term solutions. • Often, addressing whether the City is responsible for resolving a stormwater issue for a specific customer has boiled down to assessing whether the City did something, or allowed something to occur, that caused the problem. • Stormwater staff often address issues that are not the responsibility of the Stormwater Section.
Specific Responses	• Develop more detailed standards related to service levels for maintaining and enhancing system assets and risk mitigation for individual properties and customers. • Review Stormwater Section activities and ensure that these activities are within the scope of responsibilities for the Section. • Improve emergency response communications by improving the rain and flow gauge system • Integrate the Stormwater Section with City and County Emergency Management in relevant flood standards, planning, and external funding requests

STRATEGIC OBJECTIVE NO. 5:
INCREASE SUPPORT FOR FLOODPROOFING OF INDIVIDUAL STRUCTURES

Relevant Standards	• Ensure that the risks of flooding, or damage due to flooding, are low. • Evaluate flood proofing technical and financial support for properties at high risk
Background	There are two basic ways to minimize damage caused by a severe stormwater event. The first is to ensure that the local and city-wide drainage infrastructure has the capacity to ensure that flooding of homes or buildings does not occur. The second is to install flood proofing measures in individual properties to minimize damage during a flood, and/or restrict the flooding to outdoor areas.
Challenge/ Opportunity	Since climate change impacts are accelerating, it will be a major challenge for the Stormwater Section to plan, secure approval, and construct projects in the near terms that will minimize flooding risks for all neighborhoods. Until this gap is resolved, some property owners and businesses will experience flooding and flood damage (especially during the next 10 years).
Specific Responses	• Based on risks and timing of CIP improvements, identify neighborhoods that remain at higher risk for flooding and should be implementing flood proofing provisions. • Work to develop a program and funding sources to provide technical and financial support for customers in areas of need and who wish to implement flood proofing measures. • Work with the Sustainability Division and Housing Division on an integrated floodproofing grant program.



Sandbags.

STRATEGIC OBJECTIVE NO. 6:
ENHANCE CIP PROCESS AND UPDATE CIP PRIORITIES

Relevant Standards	• Sound planning and appropriate investment in stormwater assets and management • Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low • Maintain a quantitative and transparent process for identifying and prioritizing CIP projects • Minimize the number of properties in FEMA floodplains • Make compelling arguments for capital investments • Stormwater projects must solve the whole problem, not just move it to another area
Background	The biggest stormwater risk for Flagstaff is the ability of neighborhoods and the stormwater system to withstand the extreme weather events and flows due to climate change and the increased hardscape caused by development. (An increase in hardscape requires detention/retention and LID to ensure that the lot mimics it's preconstruction hydrologic performance). The Stormwater Section must have a process for evaluating these risks and prioritizing improvements.
Challenge/ Opportunity	• Flagstaff's current stormwater control system and specific infrastructure in older neighborhoods is under-sized (as many as 40% neighborhoods) with respect to handling more intense storms with larger precipitation footprints and peak flows. • Mitigating flooding in a neighborhood or area must ensure that these improvements do not move the problem to other areas. This typically increases the complexity, size, and cost of the project. • Flooding risks for a given neighborhood or area are affected by its location, the Stormwater codes were in place at the time of construction, whether these codes were followed, and the Stormwater standards that were applied to infill development or redevelopment. Buildings and neighborhoods constructed before 2001 are typically most vulnerable to flooding. • The Greenlaw neighborhood has experienced three 100-year storms in three years. In every case it experienced significant flooding because there is no access to underground stormwater assets and the neighborhood did not maintain its privately owned drainage conveyances. • The process for developing CIP projects and the standards for setting priorities has been too qualitative and not very transparent. This leaves the door open for a reactive approach to setting project priorities, which typically results in less efficient capital allocation. • There are no clearly defined standards for permanently addressing the flooding risks for areas affected by wildfires.

Objective No. 6 continued on page 18

STRATEGIC OBJECTIVE NO. 6:
ENHANCE CIP PROCESS AND UPDATE CIP PRIORITIES

Continued from page 17

Specific Responses

- Increase Stormwater Section focus on assessing flooding risks for specific areas and neighborhoods, prioritizing of CIP projects, and on stormwater project management.
- Implement master planning and regional modeling to support CIP planning and prioritization.
- Develop transparent risk assessment and weighting factors for prioritizing capital improvements to local infrastructure and the public stormwater.
- Consider weather expectations, effects of wildfires, system characteristics, public safety, costs of property damage, and project costs in the CIP evaluation process.
- Develop a more comprehensive database related to flood damage locations, costs, and the conditions under which this damage occurred.
- Adopt an explicit structure for making compelling arguments for investing in staff, data systems, analysis capabilities, and infrastructure.
- Provide oversight on the Rio de Flag project to ensure that it maximizes local flood mitigation in downtown and other impacted areas.
- Transition Stormwater Section to be the Project Manager for all Stormwater Projects, including funding and management of Spot Stormwater Improvements.



Basin construction.

STRATEGIC OBJECTIVE NO. 7:
ENHANCE DEVELOPMENT REVIEW PROCESS AND DEVELOPER SUPPORT

Relevant Standards	• Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that new development, infill development, and redevelopment do not increase or redirect peak stormwater flows • Ensure that provisions to manage stormwater are resilient to climate change • Ensure that new development does not cause a cumulative increase in flooding risks • Ensure that soil for new development is properly stabilized during and after construction • Support developers in implementing the most effective and cost-effective stormwater protections • Be transparent related to development standards and the costs of code compliance • Ensure that the City Council and city managers understand the cost/benefit analysis of stormwater codes and Best Management Practices (BMPs) related to development
Background	The immediate concern related to new development is that a neighbor will be flooded or have sediment dumped on their property due to development nearby. This can occur because the builder or contractor did not comply with Stormwater codes or BMPs, or that a storm was so intense that these provisions were inadequate. The longer-term and broader impacts of development are an increase in the total area of hardscape and increasing total flows to the stormwater system.
Challenge/ Opportunity	• The costs to implement flood prevention provisions for new development in Flagstaff are significant but typically less than other communities. However, relative development costs in Flagstaff are high, which puts pressure on flood control provisions and expenses. • Increasing climate change impacts call into question whether infill and redevelopment standards should be based on more severe precipitation footprints. • Current Stormwater regulations covering new development address peak flows and are designed to ensure that flooding of neighbors does not occur. But these regulations do not address total flow, which means that over time total flow and flooding risks are increasing. (An increase in impervious surfaces requires detention/retention and LID to ensure that the lot mimics it's preconstruction hydrologic performance in its post-construction state.) • Cost for basic soil stabilization during construction and for a newly developed sites are relatively low, yet a few contractors still resist implementing these provisions. This is challenging because contractors argue that they aren't being paid for landscaping. The City still requires that BMPs be installed to prevent off lot erosion and sedimentation. • 90% of contractors are very cooperative in terms of implementing stormwater provisions. Yet, complaints by a few contractors to city council and city management skew perceptions about the efficacy of codes and BMP's and the collaborative approach of the Stormwater Section. • City Council members and city management could be better informed about basic Stormwater principles, standards, and the relative cost of meeting regulations and implementing BMP's.

Objective No. 7 continued on page 20

STRATEGIC OBJECTIVE NO. 7:
ENHANCE DEVELOPMENT REVIEW PROCESS AND DEVELOPER SUPPORT

Continued from page19

Specific Responses

- Produce a substantive yet brief report on compliance with development codes, including the key issues and ramifications of non-compliance.
- Identify compelling changes to development codes that would address the increase in flood risks over time due to climate change and the increasing amount of hardscape.
- Clarify the link between the cost of a drainage report and eventual construction costs, helping developers optimize compliance and flood control benefits with costs.
- Clarify the process for managing disputes with developers and ensure that this process is approved by the City Manager and the City Council.
- Using this strategic plan as the context, conduct a workshop with Council and city management covering basic stormwater management principles, development standards and BMPs, and the costs and benefits of implementing various stormwater provisions.



Schultz basin.

STRATEGIC OBJECTIVE NO. 8:
IMPROVE COLLABORATION AND COMMUNICATIONS

Relevant Standards	• Build a strong reputation, maintaining trust and support from the community • Provide exceptional customer service based on clearly defined standards • Encourage meaningful public participation in stormwater issues and policy making • Make it easy for people to be substantively informed about critical stormwater issues in Flagstaff
Background	The Stormwater Section is charged with maintaining flood protection and pollution prevention. Both of these require appropriate investment in resources and infrastructure. Securing this investment requires that the Section be trusted related to its operations, planning, and investment proposals. The ability of city council members, city management, and public to understand Stormwater Section performance, maintenance, and capital improvement needs depends on their understanding of stormwater principles and issues. This requires strong communications by the Stormwater Section.
Challenge/ Opportunity	• As technical organizations, many utilities struggle with defining the most effective and efficient way to communicate with policy makers, employees, and the community. • Shared information is often too technical and without sufficient context, and communication activities are often not tied to specific standards or outcomes. • Other city departments know little about stormwater management and activities. • It's likely that council members and city management are not adequately informed about stormwater basics, key issues, and mitigation priorities. • The Stormwater Section is now a utility, and this involves interacting with other departments in the City as well as businesses, developers, and residents. Communication protocols need to be improved, especially when communicating with the city manager or city attorneys.
Specific Responses	• Develop a stormwater strategic plan to clarity stormwater issues, challenges, and opportunities and use plan as the context for communications with the council and city management • Build stronger relationships with policy makers, the water commission, and other influencers in the City. Ensure that these key audiences are substantively informed about stormwater issues. • Carefully review all communications leaving the section, including establishing and adhering to specific communication standards and protocols. • Recognize that support for investing in activities, staff, and CIP is tied to the quality of communications. A compelling case for investment is typically approved. • Adopt a clear structure for making compelling investment proposals that includes background information, the relevant standards, the problem or opportunity, the proposed solution, timing considerations, costs, and the ramifications of failing to act. • Define and communicate the major stormwater areas (drainages) to facilitate communications about stormwater basics, issues, risks, and needed investment. • Conduct a Stormwater Summit with key stakeholders.

STRATEGIC OBJECTIVE NO. 9:
ADDRESS STORMWATER SECTION HUMAN RESOURCE NEEDS

Relevant Standards	• Sound planning and appropriate investment in stormwater management and assets • Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that provisions to manage stormwater are resilient to climate change • Maintain adequate staffing for Stormwater Section
Background	The Stormwater Section operates as a fully functioning utility. It must ensure the reliability of stormwater infrastructure in the face of climate change, assess flooding and pollution risks, respond to floods, plan and secure investment for needed capital investments, and routinely interact with customers and developers. All of these efforts require adequate staffing and human resources.
Challenge/ Opportunity	• The Stormwater Section has many strategic and operational issues to address, as outlined in this plan. However, for the most part current staffing levels (five full time professional employees and two field staff) allow for only reacting to current problems and flooding crises. • The Section has only two part time maintenance workers that are shared with and managed by the Sewer Collections department. This is not sufficient to provide needed maintenance today and the increasing maintenance as time passes. Also, there is insufficient staff to utilize current stormwater maintenance equipment. • The support for new development is at minimum levels, only allowing for inspections of commercial properties. Single family home inspections cannot be supported beyond ADUs/ garages being inspected at the footing phase and at building final inspection in order to minimize potential for erosion and sedimentation after the project is completed. • As new infrastructure needs increase, the need for capital project management increases • Recently, the Stormwater Section has taken on new responsibilities that were previously being performed by the County. This has further stretched Section resources.
Specific Responses	• Complete comprehensive staffing analysis to identify all staffing needs • Provide for 2-4 dedicated staff members to perform stormwater system maintenance • Bring CIP project management inside the Stormwater Section, adding two project managers.

CLOSING **REMARKS**

The Flagstaff Water Services Strategic Plan 2025 established stormwater as a critical issue and outlined the high-level challenges and responses. This strategic plan provides a more detailed picture of the values, standards, and major issues facing Flagstaff and the Stormwater Section in the near future. Given the accelerating impacts of climate change, the cumulative increase in hardscape from development, and the increasing frequency of wildfires, stormwater risks continue to rise, especially in older neighborhoods and those areas not enhanced by the Rio de Flag stormwater project. This is a highly visible problem in the City, and the impacts of climate change are dynamic. The Stormwater Section must have the skills and resources to provide the appropriate planning, analyses, customer service, and flood response the community needs.

Strategic Objectives

The Strategic Objectives in this plan highlight the need for the Stormwater Section to clarify services levels for individual property owners or homeowners, provide greater support for individual structure flood proofing, proactively address the flooding risks created by wildfires, put greater emphasis on understanding storm footprints, enhance the CIP project criteria and priority setting, and improve system maintenance. Supporting new and infill development has been a major focus of the Section, however, this can be enhanced with better communication about the efficacy of stormwater codes and BMP's, and when possible, doing more to help developers provide greater stormwater protections at a lower cost. In conjunction with this strategic plan, the Stormwater Section will strive to enhance its communications, including communicating the logic behind stormwater standards, emphasizing the most pressing problems, and making compelling arguments for investment.

Increasing Impacts and Investment

Given the accelerating impacts of climate change and the cumulative effects of development, investment in stormwater planning and mitigation will increase. Consequently, the Stormwater Section's ability to develop clear standards, collect and analyze the appropriate data, and make compelling arguments for investment will be critical.

Ongoing Strategic Plan Communications

The Stormwater Section will continue to communicate and discuss the issues in this Strategic Plan with the City Council, city management, and the community, especially the financial implications of proposed solutions and the ramifications of failing to act.

NEXT STEPS AND **ACKNOWLEDGEMENTS**

Brief the Water Commission and City Council on this Plan, identify staff champions for each Strategic Objective, establish an implementation process, and provide progress updates every six (6) months to Water Services Division Staff and City Management.

Water Services Management Team

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Stormwater Program

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STORMWATER
FLAGSTAFF WATER SERVICES
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Stormwater Rate Adoption and Public Hearing

February 14, 2023

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Agenda

Overview

- January 31st overview
- Updates Since
- External resources versus rates
- Financial Plan
- Scenario detail
- Timeline
- Council Decision

January Summary of Scenarios

Proposed Rate						
	Current Rate	Apr-23	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28
Scenario 1: Minimal CIP	3.74	4.68 25%	5.84 25%	6.08 4%	6.32 4%	6.57 4%	6.84 4%
Scenario 2: Recommended CIP with Grants	3.74	4.68 25%	5.84 25%	6.43 10%	7.07 10%	7.78 10%	8.05 10%
Scenario 3: Recommended CIP with Rates	3.74	4.86 30%	6.32 30%	7.58 20%	8.34 10%	8.64 3.5%	8.94 3.5%

Updates since January

Hwy 180 Project

- Eliminate Debt Funding of Hwy 180 Project
- Look to State Funding options instead
- Reduces ongoing debt service
- Continue to deliver project

Detention Maintenance

- Eliminate detention basin maintenance expense
- Seek State resources to fund operational expenses
- Reduces annual operating expense ~$1.8M
- Risk if resources are not available after major event, or multiple events

External Resource vs Rate Funding

State funding opportunities

- Continue lobbying State Legislature!
- House Bill 2543, Transportation an Infrastructure Bill $3M
- House Bill 2286, amendment was submitted on 01/23, $8.9M

Federal and State support needed: grants?

General Fund Emergency Use

- Reserve General Fund resources as a last measure to deliver Hwy 180 and cover detention maintenance costs, instead of rates
- Impacts to the General Fund:
  - Limits budgeting capacity for multiple years
  - Ties up resources for items like fleet replacements, IT and facility infrastructure, as mentioned at February Budget Retreat



Financial Planning

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Financial Planning 101

There are fundamentals to a fiscally sound plan

- Sufficient to cover operating costs
- Sufficient to cover debt service obligation/ coverage ratio requirements (1.20)
  - Debt service is calculated based on operating revenues and operating expenses from water, wastewater and stormwater
  - Ideally each fund should be self-sufficient
- Generate sufficient funds to meet reserve targets
  - Water Policy is 25% of Operating Revenue
- Contingency Funding – Previously set at $300K, spent during events
  - Due to recent flooding event and potential continuation of events, we recommend $2M
  - This is one-time funding, not annual

Stormwater Rate Assessment

Purpose of Rate Adjustment

- Increased fire and flood events over the past few years have made current infrastructure insufficient
- Increased fire and flood events have increased demand on operations – staffing and equipment
- Increased Mitigation costs in new flood areas, such as Spruce Wash and Schultz Creeks
- Construct some deferred Capital Improvement Projects
- Meet inflationary cost reality for construction projects.
- Completing critical capital projects reduces flood response - operations costs

Stormwater ERU

Stormwater rate based on Equivalent Rate Units (ERUs)

- 1 ERU = 1,500 square feet of impervious area
- Residential properties have a maximum of 5 ERUs
  - Average Residential property for the City of Flagstaff has 3 ERUs
  - **Policy change to maximum 10 ERUs for Residential Properties**
- Commercial properties do not have a maximum ERU

Impervious surfaces need to be reviewed for ERU adjustments.

- The City is completing a review based on 2021 ortho-imagery. Anticipated to be implemented in 2023-2024.



Capital Plan Scenarios

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Scenario 1 (minimal CIP)	Scenario 2 (capital with grants)	Scenario 3 (capital with rates)
Rio de Flag Flood Control Project	Rio de Flag Flood Control Project	Rio de Flag Flood Control Project
Downtown Mile	Downtown Mile	Downtown Mile
Killip Detention Basin	Killip Detention Basin	Killip Detention Basin
Schultz Creek-Highway 180 Culvert Improvements	Schultz Creek-Highway 180 Culvert Improvements	Schultz Creek-Highway 180 Culvert Improvements
Side Drain Lateral North Downtown	Side Drain Lateral North Downtown	Side Drain Lateral North Downtown
Spruce Wash Resiliency - 4th and Butler	Spruce Wash Resiliency - 4th and Butler	Spruce Wash Resiliency - 4th and Butler
Killip Inlet	Killip Inlet	Killip Inlet
Spot Improvements	Spot Improvements	Spot Improvements
Wildwood Drainage Project	Wildwood Drainage Project	Wildwood Drainage Project
Spruce Avenue Wash Dortha Inlet	Spruce Avenue Wash Dortha Inlet	Spruce Avenue Wash Dortha Inlet
	Columbia Circle	Columbia Circle
These projects in red will be funded by debt in capital plan	Steves Wash at Soliere Ave (Soliere Project)	Steves Wash at Soliere Ave (Soliere Project)
	Fanning Drive Wash at Route 66	Fanning Drive Wash at Route 66
These projects in yellow are existing projects with grant funds, 25% City match	Fanning Wash at Steves Boulevard	Fanning Wash at Steves Boulevard
	Switzer Canyon Flood Detention Structure	Switzer Canyon Flood Detention Structure
These projects in green are anticipated to be funded with future grants, 25% City match	Fanning Wash Channel Capacity Improvements	Fanning Wash Channel Capacity Improvements
	Mobile Haven Drainage Ditch Improvements	Mobile Haven Drainage Ditch Improvements
Projects in white are rate-funded	Shadow Mountain-Monte Vista Drainage Improvements	Shadow Mountain-Monte Vista Drainage Improvements
	Smokerise Neighborhood Drainage Improvements	Smokerise Neighborhood Drainage Improvements

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<- General Fund/State

Scenario 1: Minimal CIP
Proposed Financial Plan

Rate Increase	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Rate Month Implemented	April	January	January	January	January	January
	2023	2024	2025	2026	2027	2028
Cash Position Opening Balance	$ 13,010,222	$ 5,341,043	$ 2,872,092	$ 2,629,333	$ 2,646,598	$ 2,999,096
Revenues						
Sale of Storm Service	$ 4,475,851	$ 4,862,661	$ 5,205,965	$ 5,573,506	$ 5,966,996	$ 6,388,265
External Funding for Basin Maintenance	$ -	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,000,000
Other Operating Revenue	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061
Non-Operating Revenue	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074
Interest on Fund Balance	$ 181,696	$ 101,120	$ 94,074	$ 91,841	$ 95,502	$ 106,568
Total Revenues	**$ 4,687,716**	**$ 6,794,705**	**$ 7,131,735**	**$ 7,497,837**	**$ 7,895,800**	**$ 7,528,968**
Operating Expenses	$ 2,001,108	$ 4,288,668	$ 4,391,050	$ 4,497,229	$ 4,560,226	$ 3,781,159
Contigency		$ 2,000,000				
Current Debt Service	$ 623,894	$ 1,359,182	$ 1,358,232	$ 1,358,131	$ 1,357,863	$ 1,357,430
Proposed Debt Service	$ -	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807
Total Operating and Debt Service	**$ 2,625,002**	**$ 8,904,657**	**$ 7,006,089**	**$ 7,112,167**	**$ 7,174,897**	**$ 6,395,396**
Net Revenues	**$ 2,062,714**	**$ (2,109,952)**	**$ 125,647**	**$ 385,670**	**$ 720,903**	**$ 1,133,572**
Capital Expenditure	$ 9,746,708	$ 20,865,334	$ 1,958,405	$ 938,988	$ 1,203,168	$ 368,405
Borrowed Funds	$ -	$ 16,000,000	$ -	$ -	$ -	$ -
External Funding for HWY 180		$ 4,366,334				
Grants	$ 14,815	$ 140,000	$ 1,590,000	$ 570,583	$ 834,763	$ -
Cash	$ 9,731,893	$ 359,000	$ 368,405	$ 368,405	$ 368,405	$ 368,405
Net Income	$ (7,669,179)	$ (2,468,952)	$ (242,758)	$ 17,265	$ 352,498	$ 765,167
Ending Balance	**$ 5,341,043**	**$ 2,872,092**	**$ 2,629,333**	**$ 2,646,598**	**$ 2,999,096**	**$ 3,764,263**
Reserve Percent of Operations (25% Policy)	115%	58%	50%	47%	49%	58%
Debt Service % of Operating Revenues (25% Max)	13%	53%	49%	46%	43%	40%
Coverage Ratio (1.25)	4.26	0.26	0.35	0.45	0.57	1.04

Scenario 2: CIP with Future Grants
Proposed Financial Plan

Rate Increase	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Rate Month Implemented	April	January	January	January	January	January
	2023	2024	2025	2026	2027	2028
Cash Position Opening Balance	$ 13,010,222	$ 5,381,840	$ 3,162,650	$ 3,038,495	$ 2,946,861	$ 2,330,271
Revenues						
Sale of Storm Service	$ 4,519,948	$ 5,144,141	$ 5,715,141	$ 6,349,522	$ 7,054,319	$ 7,837,348
External Funding for Basin Maintenance	$ -	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,000,000
Other Operating Revenue	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061
Non-Operating Revenue	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074
Interest on Fund Balance	$ 182,100	$ 104,401	$ 101,001	$ 98,865	$ 91,853	$ 83,964
Total Revenues	**$ 4,732,217**	**$ 7,079,466**	**$ 7,647,840**	**$ 8,280,877**	**$ 8,979,473**	**$ 8,955,447**
Operating Expenses	$ 2,001,108	$ 4,288,668	$ 4,391,050	$ 4,497,229	$ 4,560,226	$ 3,781,159
Contigency		$ 2,000,000				
Current Debt Service	$ 623,894	$ 1,359,182	$ 1,358,232	$ 1,358,131	$ 1,357,863	$ 1,357,430
Proposed Debt Service	$ -	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807
Total Operating and Debt Service	**$ 2,625,002**	**$ 8,904,657**	**$ 7,006,089**	**$ 7,112,167**	**$ 7,174,897**	**$ 6,395,396**
Net Revenues	**$ 2,107,215**	**$ (1,825,191)**	**$ 641,751**	**$ 1,168,709**	**$ 1,804,576**	**$ 2,560,051**
Capital Expenditure	$ 9,746,708	$ 20,865,334	$ 1,958,405	$ 2,224,412	$ 6,790,674	$ 7,172,501
Borrowed Funds	$ -	$ 16,000,000	$ -	$ -	$ -	$ -
Grants	$ 11,111	$ 105,000	$ 1,192,500	$ 964,068	$ 4,369,508	$ 4,432,280
External Funding for HWY 180		$ 4,366,334				
Cash	$ 9,735,597	$ 394,000	$ 765,905	$ 1,260,344	$ 2,421,166	$ 2,740,221
Net Income	$ (7,628,382)	$ (2,219,191)	$ (124,154)	$ (91,635)	$ (616,590)	$ (180,170)
Ending Balance	**$ 5,381,840**	**$ 3,162,650**	**$ 3,038,495**	**$ 2,946,861**	**$ 2,330,271**	**$ 2,150,101**
Reserve Percent of Operations (25% Policy)	114%	60%	52%	46%	33%	27%
Debt Service % of Operating Revenues (25% Max)	13%	50%	45%	41%	37%	33%
Coverage Ratio (1.25)	4.33	0.37	0.55	0.75	0.99	1.58

Scenario 3: CIP with Rates
Proposed Financial Plan

Rate Increase	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
Rate Month Implemented	April	January	January	January	January	January
	2023	2024	2025	2026	2027	2028
Cash Position Opening Balance	$ 13,010,222	$ 5,404,110	$ 3,330,211	$ 3,478,209	$ 3,274,545	$ 8,124,542
Revenues						
Sale of Storm Service	$ 4,541,996	$ 5,287,554	$ 5,981,281	$ 6,766,025	$ 7,653,727	$ 8,657,896
External Funding for Basin Maintenance	$ -	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,000,000
Other Operating Revenue	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061
Non-Operating Revenue	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074
Interest on Fund Balance	$ 182,320	$ 106,280	$ 107,014	$ 106,463	$ 152,466	$ 159,232
Total Revenues	**$ 4,754,486**	**$ 7,224,758**	**$ 7,919,992**	**$ 8,704,978**	**$ 9,639,496**	**$ 9,851,264**
Operating Expenses	$ 2,001,108	$ 4,288,668	$ 4,391,050	$ 4,497,229	$ 4,560,226	$ 3,781,159
Contigency		$ 2,000,000				
Current Debt Service	$ 623,894	$ 1,359,182	$ 1,358,232	$ 1,358,131	$ 1,357,863	$ 1,357,430
Proposed Debt Service	$ -	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,706,807	$ 1,706,807
Total Operating and Debt Service	**$ 2,625,002**	**$ 8,904,657**	**$ 7,006,089**	**$ 7,112,167**	**$ 7,624,897**	**$ 6,845,396**
Net Revenues	**$ 2,129,484**	**$ (1,679,899)**	**$ 913,903**	**$ 1,592,810**	**$ 2,014,599**	**$ 3,005,867**
Capital Expenditure	$ 9,746,708	$ 20,865,334	$ 1,958,405	$ 2,224,412	$ 6,790,674	$ 7,172,501
Borrowed Funds	$ -	$ 16,000,000	$ -	$ -	$ 9,000,000	$ -
Grants	$ 11,111	$ 105,000	$ 1,192,500	$ 427,937	$ 626,072	$ -
External Funding for HWY 180		$ 4,366,334				
Cash	$ 9,735,597	$ 394,000	$ 765,905	$ 1,796,475	$ (2,835,398)	$ 7,172,501
Net Income	$ (7,606,112)	$ (2,073,899)	$ 147,998	$ (203,664)	$ 4,849,997	$ (4,166,634)
Ending Balance	**$ 5,404,110**	**$ 3,330,211**	**$ 3,478,209**	**$ 3,274,545**	**$ 8,124,542**	**$ 3,957,908**
Reserve Percent of Operations (25% Policy)	114%	62%	57%	48%	104%	45%
Debt Service % of Operating Revenues (25% Max)	13%	48%	43%	38%	39%	35%
Coverage Ratio (1.25)	4.37	0.42	0.65	0.91	1.06	1.64

Revised Summary of Scenarios

Proposed Rate						
	Current Rate	Apr-23	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28
Scenario 1: Minimal CIP	3.74	3.96 6%	4.20 6%	4.45 6%	4.72 6%	5.00 6%	5.31 6%
Scenario 2: Recommended CIP with Grants	3.74	4.11 10%	4.53 10%	4.98 10%	5.48 10%	6.02 10%	6.63 10%
Scenario 3: Recommended CIP with Rates	3.74	4.19 12%	4.69 12%	5.25 12%	5.88 12%	6.59 12%	7.38 12%

Rate Impact

Average Monthly Increase - Residential (3 ERUs)		
	Year 1	**Year 6**
Scenario 1	$0.66	$4.71
Scenario 2	$1.11	$8.67
Scenario 3	$1.35	$10.92

Average Monthly Increase - Restaurant (14 ERU)		
	Year 1	**Year 6**
Scenario 1	$3.08	$21.98
Scenario 2	$5.18	$40.46
Scenario 3	$6.30	$50.96

Average Monthly Increase - Big Box (220 ERU)		
	Year 1	**Year 6**
Scenario 1	$48.40	$345.40
Scenario 2	$81.40	$635.80
Scenario 3	$99.00	$800.80

Future Impact on Rates

Responsibility for Flood Mitigation lies with City Stormwater Section

Long term mitigation costs less than repeated flood response

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

- **Factors to Consider**
  - Grant Success – or not!
  - Outside Agency Assistance
    - Coconino County Flood Control
    - Federal and State Programs
  - Internal Assistance
    - General Fund Contributions
  - Fire Threat
    - Camping, Fire Restrictions on Forest
  - Weather
  - Last rate increase in 2018, debt funded Rio de Flag Project
    - CPI Increase since 2018 = 17%
  - Risk of relying on outside resources

Rate Timeline 2023

Staff Recommendation:

Council Adopts one of the three options in the Rate Proposal -Recommended

- Public Hearing and First Read — February 14
- Second Read- Ordinance Adoption — February 21
- Rates Effective — April 1

- Continued lobbying (State/Federal) — Ongoing
- Future adjustments (lack of funding) — Future rate changes possible

Action is needed now. Maintenance and flood response is not discretionary.



Questions?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Anja Wendel
Date:	02/07/2023
Meeting Date:	02/21/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-04: An Ordinance of the City Council of the City of Flagstaff, authorizing the exchange of property of substantially equal value with the Arizona Board of Regents; providing for delegation of authority, repeal of conflicting ordinances, and establishing an effective date

Consideration and Adoption of Resolution No. 2023-05: A Resolution of the City Council of the City of Flagstaff, approving the First Amendment to an Intergovernmental Agreement with the Arizona Board of Regents related to Consolidation of University Campus and Road Projects.

STAFF RECOMMENDED ACTION:

At the February 21, 2023 Council Meeting:
1) Read Ordinance No. 2023-04 by title only for the first time
2) City Clerk reads Ordinance No. 2023-04 by title only (if approved above)

At the March 7, 2023 Council Meeting:
1) Read Ordinance No. 2023-04 by title only for the final time
2) City Clerk reads Ordinance No. 2023-04 by title only (if approved above)
3) Adopt Ordinance No. 2023-04
4) Read Resolution No. 2023-05 by title only
5) City Clerk reads Resolution No. 2022-05 by title only (if approved above)
6) Adopt Resolution No. 2023-05

Executive Summary:

The ordinance will authorize the exchange of real property interests of substantially equal value with the NAU. The resolution will approve a First Amendment to the Intergovernmental Agreement with NAU, and establish details for the property exchange. Draft documents are attached. Final documents will be provided prior to the March 7, 2023 Council meeting.

If approved, City will receive the following property interests from NAU:
1. Fee simple title to University Drive east of Milton Road; and
2. Drainage easement; and
3. Drainage easement.

If approved, NAU will receive the following property interests from City:
1. Fee simple title to land adjacent to NAU Campus (abandoned public right-of-way along Hoskins

Avenue).

As part of the overall agreement with NAU, the following are additional key terms found in the First Amendment:

- City will complete University Drive improvements and assume road maintenance;
- NAU will continue snowplowing University Drive;
- The City and NAU will terminate a separate 2017 Development Agreement, which releases both parties from obligations that were related to a development that did not materialize (NAU bought property from developer);
- City and NAU will work together related to planning for an expansion of Lone Tree Road;
- The term of the IGA is extended to 20 years;
- The IGA is updated to memorialize completed transactions.

Financial Impact:

If approved, City and NAU will exchange properties of substantially equal value. An appraisal is not required by A.R.S. Section 9-407. City and NAU staff have prepared a determination that the properties are of substantially equal value, as set forth in the attached chart.

City Public Works Department will be assuming additional costs related to ongoing maintenance of University Drive east of Milton Road, except for snowplowing. University Drive is owned by NAU, but is used as public right-of-way.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

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

Carbon Neutrality Plan

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
DD-5: Invest in comprehensive and equitable transit.

Regional Plan

Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

Has There Been Previous Council Decision on This:

Yes, the Council has made prior decisions related to today's Agenda Item:

- On July 5, 2017 Council approved an IGA with NAU Related to Consolidation of University Campus and Road Projects (approves numerous property exchanges);
- On September 18, 2017 Council approved a Development Agreement with CVS (would have added an eastbound turn lane along Milton Road onto Butler Avenue);
- On December 6, 2022 Council approved Ordinance No. 2022-31 (abandons public right-of-way along Hoskins Avenue adjacent to NAU).

Options and Alternatives:

1. Approve Ordinance No. 2023-04, authorizing property exchange with NAU.
2. Approve Resolution No. 2023-05 approving First Amendment to IGA with NAU to carry out the property exchange.
3. Suggest modifications to the documents or planned course of action.
4. Do not approve the documents.

Key Considerations:

The property exchange will enable the City to obtain property rights so that it can proceed with improvements to University Drive east of Milton Road as part of the Beulah/University Realignment Project. This Project is scheduled to start construction in Spring 2023. University Drive is used as public right-of-way for access not only to the NAU Campus, but also to a cemetery, the Greentree shopping center, and the Target shopping center.

Attachments:

Ord. 2023-04
Legal Description
Res. 2023-05
2017 CVS Development Agreement
2017 IGA with NAU for Property Exchange
First Amendment to IGA with NAU
IGA Exhibit 1
IGA Exhibit 2
IGA Exhibit 3
IGA Exhibit 4
IGA Exhibit 5
Ord 2022-31 Abandoning ROW in Hoskins Ave

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF PROPERTY OF SUBSTANTIALLY EQUAL VALUE WITH THE ARIZONA BOARD OF REGENTS; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City acquisition, sale, or exchange of public real property shall be approved by ordinance, pursuant to the Flagstaff City Charter, Article 7, § 5; and

WHEREAS, the City may trade real property with another governmental pursuant to the Flagstaff City Charter, Article 8, § 10 to and, may exchange real property of substantially equal value pursuant to A.R.S. § 9-407; and

WHEREAS, the City has published notice of the proposed property exchange.

ENACTMENTS:

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

SECTION 1: In General.

The City Council hereby authorizes an exchange of real property of substantially equal value with the Arizona Board of Regents, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education (hereafter referred to as “University”)

City will receive the following from University:

a. Fee simple title (approximately 75,000 square feet), consisting of University Drive east of Milton Road); and
b. Drainage easement (882 square feet); and
c. Drainage easement (0.62 acres).

University will receive the following from City:

a. Fee simple title (5,237 square feet, consisting of abandoned public right-of-way along Hoskins Avenue and adjacent to the NAU Campus).

Legal descriptions of the property interests to be exchanged are attached hereto, as Exhibit 1.

The property exchange shall be completed in the manner as mutually agreed upon by the City and University, and as set forth in a First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects dated July 5, 2017.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to execute all documents relevant to the property exchange. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 7th day of March, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment:
Exhibit 1 – Legal Descriptions

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: HOSKINS AVE. ROW ABANDONMENT
Exempt under: A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantor") hereby grants and conveys unto the ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, an Arizona municipal corporation ("Grantee"), its successors and assigns, the real property legally described and depicted in the attached Exhibit, together with all rights and privileges appurtenant thereto,

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear on record.

Grantor hereby binds itself, its successors, and assigns, to warrant and defend title to the real property granted herein against all acts of the Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 202__.

Grantor: _____

By: _____
Title: _____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____ known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)
Attachment: Exhibit

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING;**

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING.**

Containing 5,237 square feet, or 0.12 acres, more or less.

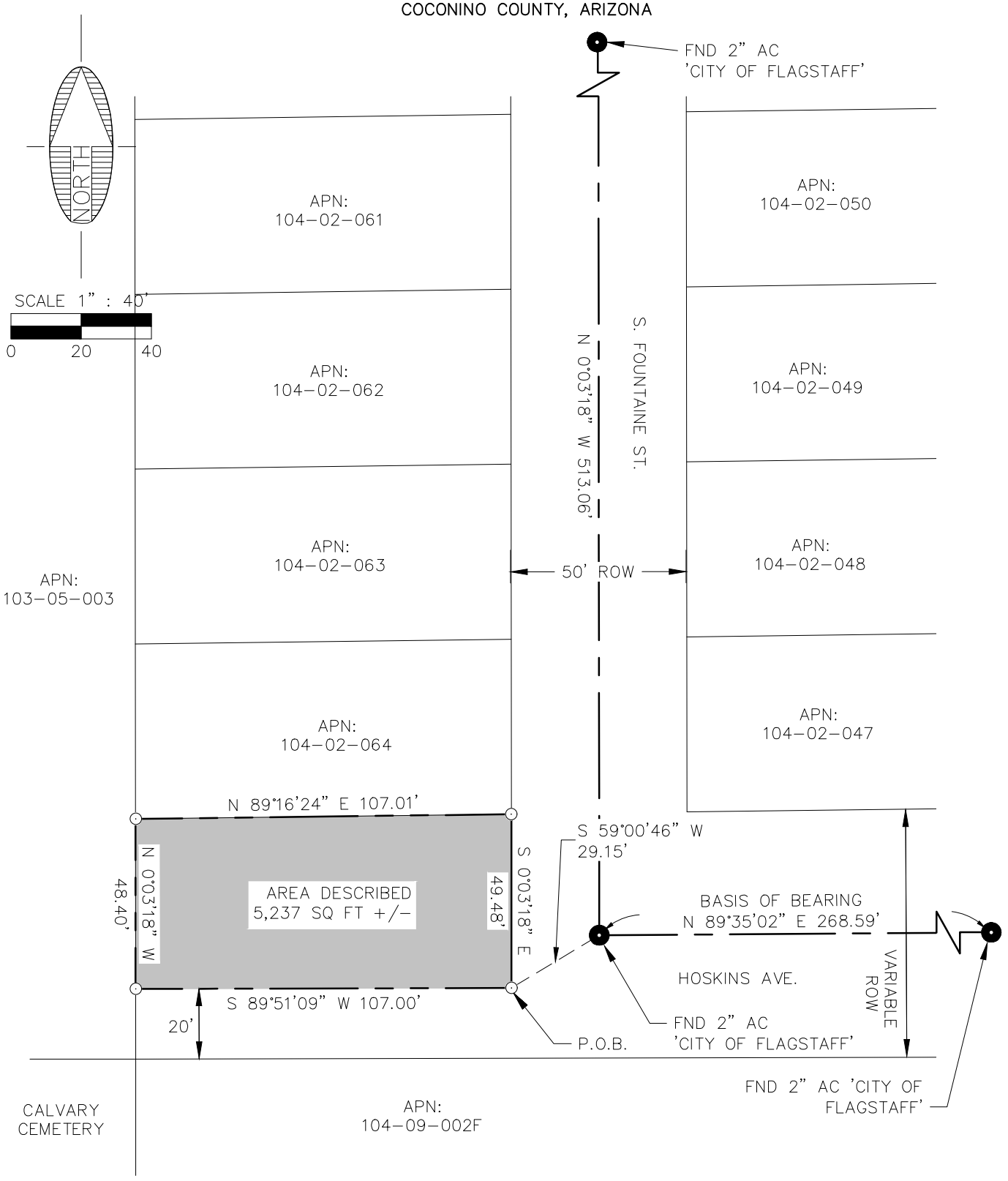
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 06, 2022-3:32pm
FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE ROW.DWG ABORLING

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-22-003A
Exempt under: A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY ("Grantor") hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, the real property legally described and depicted in the attached Exhibit, together with all rights and privileges appurtenant thereto,

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear on record.

Grantor hereby binds itself, its successors, and assigns, to warrant and defend title to the real property granted herein against all acts of the Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 202__.

Grantor: _____

By: _____
Title: _____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____ known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION
Exhibit 'A'

A portion of the West University Avenue Right-of-Way as shown on Book 10 of Surveys, Page 10, and Instrument Number 3801242, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the north Right-of-Way line of West University Avenue, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk;

Thence continuing along the northerly prolongation of said Right-of-Way line, South 89°30'08" West, 25.04 feet to a point on the east Right-of-Way line of South Milton Road**;**

Thence along said Right-of-Way line, South 1°28'21" West, 85.44 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 25.00 feet and a central angle of 90°58'29" and being subtended by a chord which bears North 44°00'53" East, 35.65 feet;

Thence northeasterly along said curve, 39.70 feet to a point on the south Right-of-Way line of West University Avenue;

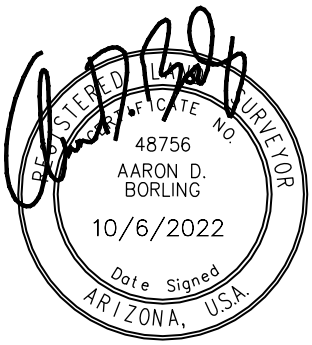
Thence along said Right-of-Way Line, North 89°30'08" East, 519.27 feet;

Thence leaving said Right-of-Way line, North 0°16'40" West, 60.00 feet to the **POINT OF BEGINNING;**

Containing 32,859 square feet, or 0.75 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

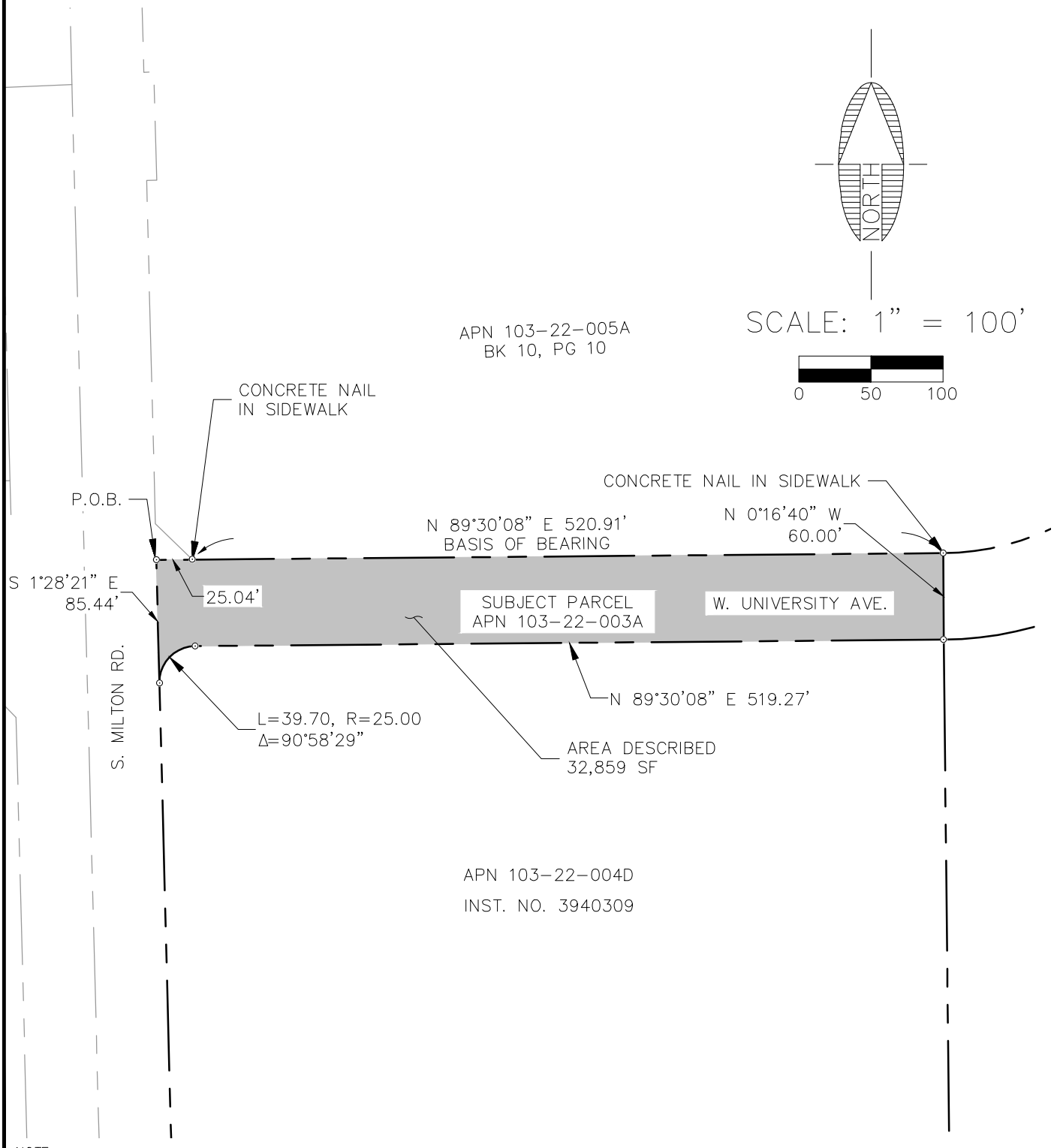


PLOTTED: Oct 06, 2022-4:25pm

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-22-003A; 103-18-001

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit (the "easement") subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage ("the drainage system").

2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.

3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.

4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee's reasonable discretion.

5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.

6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.

7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title:_____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION
Exhibit 'A'

A portion of West University Drive as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 80°58'10" West, 1.33 feet to the **TRUE POINT OF BEGINNING;**

Thence North 89°54'20" East, 370.05 feet;

Thence North 00°58'27" West, 2.80 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 89°54'20" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 00°58'27" East, 2.79 feet;

Thence North 89°01'33" East, 159.42 feet;

Thence North 68°45'34" East, 15.10 feet to a point on said Right-of-Way line, and the beginning of a non-tangent curve concave to the northwest having a radius of 181.42 feet and a central angle of 17°43'29" and being subtended by a chord bearing North 68°45'34" East, 55.90 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 56.12 feet;

Thence leaving said Right-of-Way line, North 68°45'34" East, 40.17 feet;

Thence North 44°20'05" East, 147.70 feet;

Thence North 45°37'31" West, 9.53 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 45°37'31" East, 9.48 feet;

Thence North 44°20'05" East, 153.15 feet;

Thence North 45°29'03" West, 8.99 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 15.98 feet;

Thence leaving said Right-of-Way line, South 45°38'13" East, 8.94 feet;

Thence North 44°20'05" East, 297.84 feet;

Thence North 45°28'32" West, 8.00 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line, South 46°19'33" East, 7.95 feet;

Thence North 44°18'32" East, 55.23 feet;

Thence North 87°30'44" East, 46.27 feet;

Thence North 41°31'35" East, 49.47 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 48.80 feet;

Thence South 87°30'44" West, 46.73 feet;

Thence South 44°19'44" West, 252.47 feet;

Thence South 45°39'55" East, 35.41 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°39'55" West, 35.36 feet;

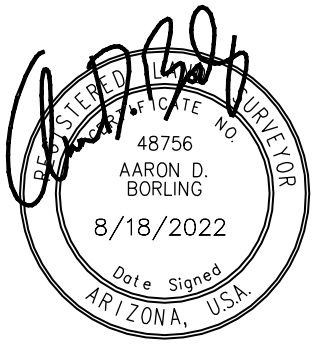
Thence South 44°20'05" West, 97.13 feet;

Thence South 18°10'24" East, 36.39 feet;

Thence South 46°01'15" East, 2.71 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°48'27" West, 6.57 feet;



Thence North 18°10'24" West, 31.97 feet;

Thence South 44°20'05" West, 315.66 feet;

Thence South 68°45'34" West, 117.49 feet;

Thence South 89°01'33" West, 170.66 feet;

Thence South 89°54'20" West, 377.91 feet;

Thence North 00°05'40" West, 16.00 feet to the **TRUE POINT OF BEGINNING;**

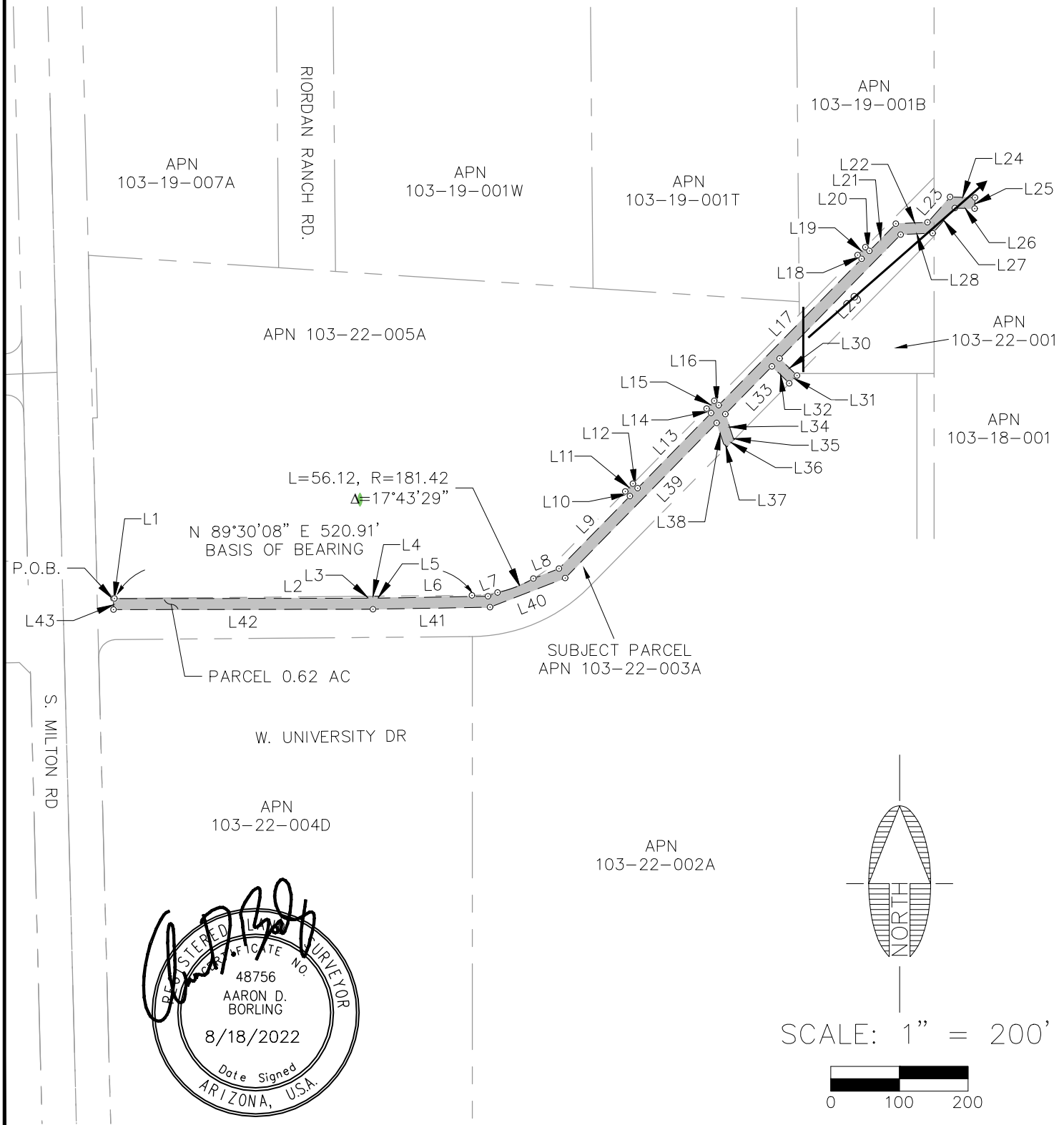
Containing 0.62 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/18/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=200'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 4

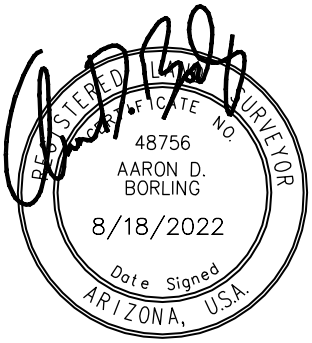
PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	1.33	S80° 58' 10"W
L2	370.05	N89° 54' 20"E
L3	2.80	N0° 58' 27"W
L4	16.00	N89° 30' 08"E
L5	2.79	S0° 58' 27"E
L6	159.42	S89° 01' 33"W
L7	15.10	S68° 45' 34"W
L8	40.17	N68° 45' 34"E
L9	147.70	N44° 20' 05"E
L10	9.53	N45° 37' 31"W
L11	16.00	N44° 30' 57"E
L12	9.48	S45° 37' 31"E
L13	153.15	N44° 20' 05"E
L14	8.99	N45° 29' 03"W
L15	15.98	N44° 30' 57"E
L16	8.94	S45° 38' 13"E
L17	297.84	N44° 20' 05"E
L18	8.00	N45° 28' 32"W
L19	16.12	N44° 30' 56"E
L20	7.95	S46° 19' 33"E
L21	55.23	N44° 18' 32"E
L22	46.27	N87° 30' 44"E
L23	49.47	N41° 31' 35"E
L24	36.24	S88° 26' 26"E
L25	16.00	S1° 33' 34"W

Line Table		
Line #	Length	Direction
L26	28.78	N88° 26' 26"W
L27	48.80	S41° 31' 35"W
L28	46.73	S87° 30' 44"W
L29	252.47	S44° 19' 44"W
L30	35.41	S45° 39' 55"E
L31	16.00	S44° 31' 28"W
L32	35.36	N45° 39' 55"W
L33	97.13	S44° 20' 05"W
L34	36.39	S18° 10' 24"E
L35	2.71	S46° 01' 15"E
L36	16.00	S44° 31' 28"W
L37	6.57	N45° 48' 27"W
L38	31.97	N18° 10' 24"W
L39	315.66	S44° 20' 05"W
L40	117.49	S68° 45' 34"W
L41	170.66	S89° 01' 33"W
L42	377.91	S89° 54' 20"W
L43	16.00	N0° 05' 40"W



Shephard Wesnitzer, Inc.
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JOB NO.	18121
DATE	AUG 22
SCALE	
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-19-001B

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibits (the "easement") subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage ("the drainage system").

2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.

3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.

4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee's reasonable discretion.

5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.

6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.

7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title:_____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 882 square feet, or 0.02 acres, more or less.

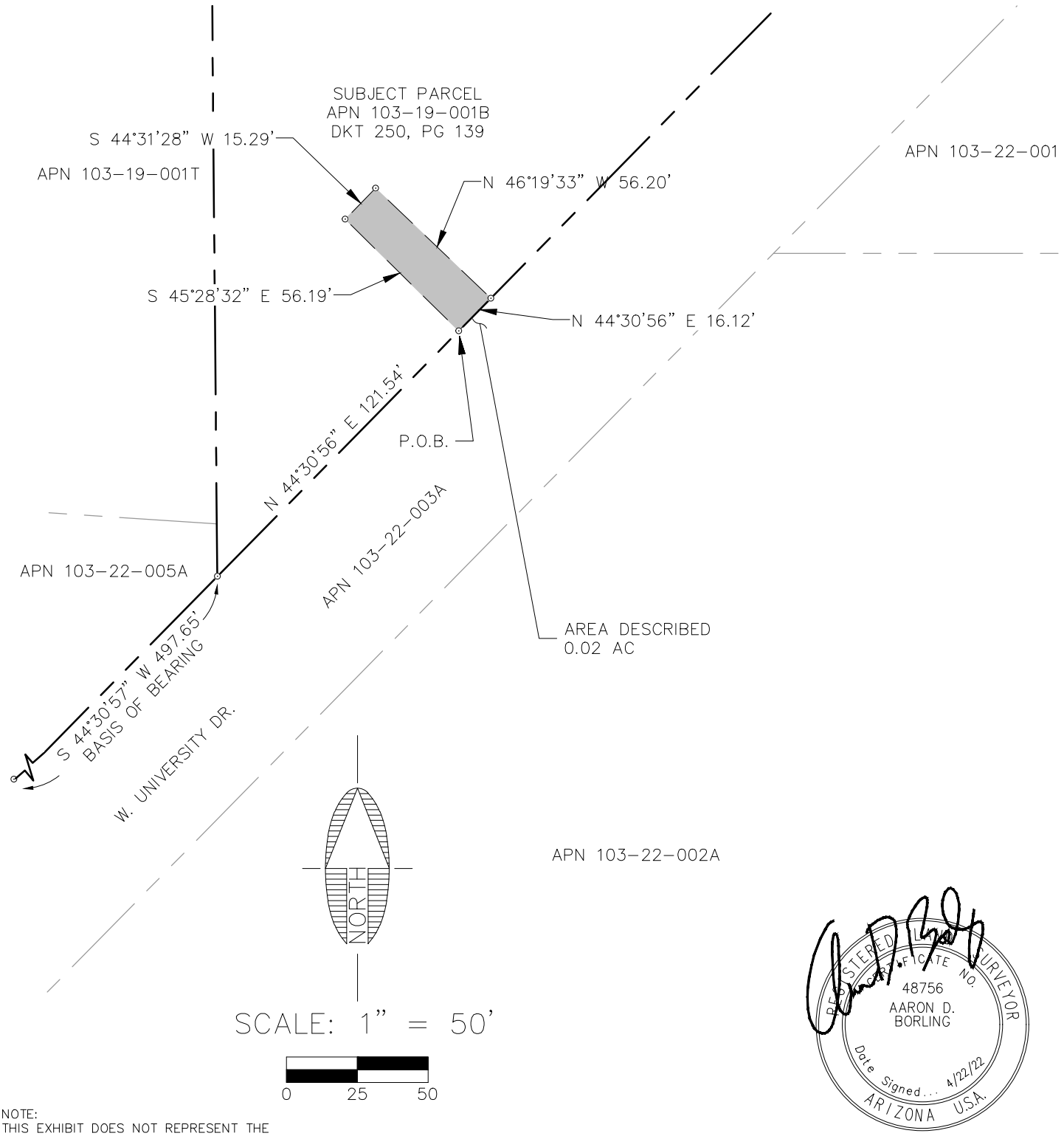
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

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JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-10:33am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\103-19-001B Drainage EXHIBIT.dwg SWI-C3D-2021

RESOLUTION NO. 2023-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS RELATED TO CONSOLIDATION OF UNIVERSITY CAMPUS AND ROAD PROJECTS

RECITALS:

WHEREAS, on July 5, 2017 the City of Flagstaff ("the City") and the Arizona Board of Regents ("ABOR") entered into an Intergovernmental Agreement related to Consolidation of University Campus and Road Projects ("the IGA"); and

WHEREAS, pursuant to A.R.S. § 9-407 City has published notice of its intention to exchange properties of substantially equal value with ABOR; and

WHEREAS, pursuant to the Flagstaff City Charter Article 7 § 5, and A.R.S. § 9-407 on March 7, 2023 the City adopted Ordinance No. 2023-04 authorizing the exchange of real property of substantially equal value; and

WHEREAS, the City desires to enter into a First Amendment to the IGA with ABOR to exchange real property of substantially equal value.

ENACTMENTS:

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

SECTION 1. In General.

The First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects with the Arizona Board of Regents ("the First Amendment") attached hereto is hereby approved, and the Mayor is authorized to execute the same.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, City Engineer, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire or dispose of the real property interests as described in the First Amendment and to carry out the purpose and intent of said document.

SECTION 3. Effective Date.

This resolution shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:
First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects with the Arizona Board of Regents (including exhibits)

INDEX #: DEV-2018-040-AG1

DOCUMENT TRACKING FORM

Please submit to Deputy City Clerk — Document(s) will not be processed until form is complete

Submitted for: ☑ Signatures ☐ Completed Original for scanning/filing ☐ CHANGES (include Index #)

REMINDERS

- ◆Fill in all dates/blanks
- ◆Outside parties should sign first (when possible)
- ◆Tab signature/notarization lines
- ◆Include one (1) original for City Clerk's Office
- ◆Attach all exhibits
- ◆Legal must review/approve prior to routing

DOCUMENT TYPE: ☐ Contract ☑ Development Agreement ☐ IGA ☐ Grant ☐ Lease/Property ☐ License Agreement ☐ MOU ☐ Reclaimed Water ☐ Other _____

Change Order/Amendment to: Prior Index No. _____ C.O./Amend. No. _____

Document Title Development Agreement

Parties German Dobson CVS, LLC

Project/Subject CVS Project

Amount: _____ **Eff. Date:** _____ **Expires:** _____

Approved by Council? ☑ Yes ☐ No **If yes, date of meeting:** 8/15/2017 (Attach copy of approved staff summary

LEASE/PROPERTY USE ONLY

Execution Date: _____ **Term. Notice:** _____ **Adjustment Date:** _____

Index Factor: _____ **MR Billing/Acct. #:** _____ **Revenue Acct:** _____

Maintenance: ☐ Lessee ☐ Lessor ☐ Other _____ **Reports:** ☐ Annual ☐ Semi-Annual ☐ Other _____

Automatic Renewals? ☐ Yes ☑ No If renewal(s) available, City Attorney's Office must complete following box

Conditions of renewal(s) including authority _____

INSURANCE? ☐ Yes ☑ No *If yes, attach Certificate of Insurance* ***approved by Risk Management***

Warranty? ☐ Yes ☐ No ☑ N/A **If yes, length of time?** _____ **Expiration Date:** _____

Submitted By: Robin D Van Rossum **Date Submitted:** 8/23/2017 **No. of Originals:** 3

Key Contact: Neil Gullickson **Department:** Development **Extension:** 2614

Comments: To be held for Mayor Signature until 9/15/2017 SRK 8/23/17

DELIVERABLES? ☐ No ☐ Yes (If yes, attach deliverables sheet)

CITY CLERK'S OFFICE USE ONLY

DATE RECEIVED: _____

To City Attorney: 8/23/17 Date Signed: 8/24/17

To City Manager: _____ Date Signed: _____

To Mayor: _____ Date Signed: _____

To City Clerk: 8/24/17 Date Signed: _____

To Recorder: _____ Date Returned: _____

No. of Originals Returned: _____ Date Scanned: _____

Returned to: _____ Signature _____ Date

REV. 04/08/14

10. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Gullickson, Planning Development Manager

Co-Submitter: Mark Landsiedel

Date: 08/07/2017

Meeting Date: 08/15/2017

TITLE:

Consideration and Adoption of Resolution No. 2017-27: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement between German Dobson CVS, L.L.C. and the City of Flagstaff related to the development of approximately 300 linear feet of right-of-way, the third northbound traffic lane (Road Project), located adjacent to Milton Road and the proposed CVS retail store (CVS DA).

RECOMMENDED ACTION:

1) Read Resolution No. 2017-27, by title only
2) City Clerk reads Resolution No. 2017-27 by title only (if approved above)
3) Adopt Resolution No. 2017-27

Executive Summary:

State law allows the City to enter into development agreements by resolution. City desires the Developer to design and construct a northbound traffic lane along State Highway 89/Milton Road adjacent to Northern Arizona University ("NAU"), south of Butler Avenue, in order to help alleviate traffic congestion and promote public safety.

The Arizona Department of Transportation ("ADOT") owns and controls State Highway 89/Milton Road. ADOT currently has no designated funding to pay for widening Milton Road. The Developer is the owner of approximately 1.67 acres of real property located at the intersection of Milton Road and West Route 66. Developer intends to develop a CVS Pharmacy and is obtaining a construction permit from ADOT to widen Milton Road by adding a north-bound lane along its entire Property frontage, resulting in three northbound lanes.

NAU/the Arizona Board of Regents is willing to dedicate an easement for public right-of-way along Milton Road north of Developer's Property to ADOT, at no cost, to add a northbound traffic lane. The developer is willing to construct a northbound traffic lane within the NAU Right-of-Way, if the City is willing to pay for the design, permitting and construction, and ADOT is willing to include this extension as part of the ADOT construction permit. If this part of Milton Road is not widened, Milton Road will narrow from three northbound lanes, to two northbound lanes for approximately 300 feet, and then back to three northbound lanes approaching Butler Avenue. This would likely result in traffic congestion and safety issues.

The map detailing this project can be found as Exhibit B included in the Development Agreement attached to this staff summary.

Financial Impact:

The terms and conditions of this Agreement shall only be applicable to Developer's design and construction of the Road Project and the City's agreement to pay for the cost of design, permitting and construction of the Road Project. The terms and conditions of this Agreement are not applicable to the development of the CVS Pharmacy on the Property or any other public improvements related thereto.

As the work is proposed to be completed by German Dobson CVS LLC through the approval of this development agreement, the City procurement process is guided by A.R.S. § 34-201.G This statute allows that Arizona cities have the authority to pay up to $151,950 (in FY2017-18) for any single development for the construction of public infrastructure pursuant to a development agreement. Should the value of the design and construction of the City's portion of this road project exceed $151,950 the City will require German Dobson CVS LLC to utilize the current City public procurement process.

The City's FY 17/18 approved budget allocates $400,000 of Transportation Tax Funding to the Northbound Milton/Butler Right Turn Lane Project. The entire amount is budgeted in account # 040-05-112-3398-6-4443.

Policy Impact:

None

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

COUNCIL GOALS:

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

REGIONAL PLAN:

Goal T.1. Improve mobility and access throughout the region
Goal T.2. Improve transportation safety and efficiency for all modes

Has There Been Previous Council Decision on This:

Yes. On July 5, 2017, the City Council approved an Intergovernmental Agreement with Northern Arizona University. Paragraph 8 of this IGA details the City's responsibilities for paying for the Road Project and signage on NAU's property. Paragraph 8 also details NAU's responsibility to grant an easement (at no cost) to ADOT for the public roadway.

Attachments: CVS Resolution
CVS DA

CVSHealth

Gail Beaulieu
Legal Assistant
One CVS Drive, Mail Code 1160
Woonsocket, RI 02895
P 401-770-7031
Gail.Beaulieu@CVSHealth.com

August 1, 2017

Sent Via UPS Overnight Mail

Kevin R. Fincel
Deputy City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Re: CVS Store No. 5895 Flagstaff, AZ

Dear Mr. Fincel:

Enclosed with regard to the above location are three (3) originals of the Development agreement signed and notarized on behalf of CVS.

Thank you for your assistance with this matter.

Sincerely,

Gail L. Beaulieu
Legal Assistant

Enclosures

Official Records of Coconino County 3796197
Patty Hansen - Recorder 09/19/2017 10:29 AM Pgs: 23
CITY OF FLAGSTAFF AM $16.00

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

DEV-2018-040-AG1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of this 18 day of September, 2017, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"), and German Dobson CVS, L.L.C., an Arizona limited liability company ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires Developer to design and construct a northbound traffic lane along State Highway 89/Milton Road adjacent to Northern Arizona University ("NAU"), south of Butler Avenue, in order to help alleviate traffic congestion and promote public safety.

B. The Arizona Department of Transportation ("ADOT") owns and controls State Highway 89/Milton Road. ADOT currently has no designated funding to pay for widening Milton Road.

C. Developer is the owner of approximately 1.67 acres of real property located at the intersection of Milton Road and West Route 66, parcel number 103-02-011B (the "Property").

D. Developer intends to develop a CVS Pharmacy on the Property, as described in the approved site plan containing City Staff conditions dated April 20, 2016, as may be modified with City approval.

E. Developer is obtaining a construction permit from ADOT to widen Milton Road by adding a north-bound lane along its entire Property frontage, resulting in 3 north bound lanes.

F. NAU/the Arizona Board of Regents is willing to dedicate an easement for public right-of-way along Milton Road north of Developer's Property to ADOT, at no cost, to add a northbound traffic lane. The area NAU is willing to dedicate is generally described in **Exhibit A** ("NAU Right-of-Way"). If this part of Milton Road is not widened, Milton Road will narrow from 3 northbound lanes, to 2 northbound lanes for approximately 300 feet, and then back to 3 northbound lanes approaching Butler Avenue. This would likely result in traffic congestion and safety issues. A map depicting Milton Road, and showing

the location of the Property, NAU Right-of-Way, and the beginning of the Butler Avenue deceleration lane is attached hereto as **Exhibit B.**

G. Developer is willing to construct a northbound traffic lane within the NAU Right-of-Way, City is willing to pay for the design, permitting and construction, and ADOT is willing to include this extension as part of the ADOT construction permit.

H. The City has authority to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.05 (pertaining to development agreements). The City has authority pursuant to A.R.S. § 34-201.G to contribute up to $151,950 in FY2017-2018 (or such greater amount applicable in any subsequent fiscal year) for any single development for the financing of public infrastructure pursuant to a development agreement, as an exemption from Title 34 (public works) public bidding requirements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

AGREEMENT

1. **Definitions.** The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:

1.1. **"CVS Project"** shall mean the development of a CVS Pharmacy on the Property, as described in the approved site plan containing City Staff conditions dated April 20, 2016, as may be modified with City approval.

1.2. "**Construction Permits**" shall mean any permit issued by ADOT.

1.3. "**Developer**" shall mean and refer to German Dobson CVS, L.L.C., an Arizona limited liability company, and any successor and/or assignee of German Dobson CVS, L.L.C.

1.4. "**Road Project**" shall mean improvements to State Highway 89/Milton Road within the NAU Right-of-Way as approved in the ADOT construction permit.

2. **Scope of Agreement**.

2.1. The terms and conditions of this Agreement shall only be applicable to Developer's design and construction of the Road Project and the City's agreement to pay for the cost of design, permitting and construction of the Road Project. The terms and conditions of this Agreement are not applicable to the development of the CVS Pharmacy on the Property or any other public improvements related thereto.

3. **Construction of Road Project.**

3.1. **Temporary Construction Easement Issuance.** City is working with NAU to acquire a temporary construction easement ("TCE") from NAU for the Road Project. NAU will provide the TCE to the City. If the Arizona Board of Regents/NAU fails to issue a Temporary Construction Easement for construction of the Road Project in the NAU Right-of-Way on or before June 30, 2018, either party may terminate this Agreement upon written notice to the other party, without any further liability.

3.2. **Scope of Work and Engineer's Estimate.** The Scope of Work, Engineer's Estimate, and "Reimbursable Costs" (defined hereinafter) for the design and construction of the Road Project are provided in **Exhibit C** to this Agreement. Developer will design and construct the Road Project consistent with the attached Scope of Work. The Road Project improvements are subject to final approval and acceptance by ADOT, which shall be the responsibility of Developer to obtain.

3.3. **Bidding Requirements.** Developer will require separate line items for the Road Project in bidding the Road Project as part of the overall improvements along its Property as covered by the ADOT construction permit. Developer shall be permitted to use its existing contractor for the Road Project provided that the price to be paid for such Road Project is based upon a balanced bid (i.e., Road Project bid should not be inflated in price as compared to the remainder of the overall improvements for the Property). All bids for design and construction of the Road Project shall be approved by the City Engineer.

3.4. **City Reimbursement.** City will reimburse Developer for the design, construction, and assurance costs, including ADOT permit fees, for the Road Project ("Road Project Costs"). A list of approved reimbursable costs is included in **Exhibit C** ("Reimbursable Costs"). The Parties acknowledge that the final Road Project Costs may exceed the amount stated in the approved bid, and in such case, the City is responsible for, and agrees to pay, any and all actual Reimbursable Costs exceeding the approved bid, provided such additional Reimbursable Costs are related to work included in the Scope of Work as approved by the City. The City's contribution for the construction portion of the Road Project will not exceed $151,950 (or such greater amount applicable in any subsequent fiscal year, pursuant to A.R.S. § 34-201.G) unless the work is publicly bid pursuant to the Title 34 public bidding requirements or priced in accordance with a valid state cooperative purchase agreement.

3.5. **Timing of City Reimbursement.** Upon final approval and acceptance of the Road Project improvements by ADOT, Developer will invoice the City for the final Road Project Costs, which shall only include Reimbursable Costs. City will make payment within thirty (30) days of receipt of the invoice.

3.6. **Alternate Form of City Reimbursement.** In lieu of the City reimbursing Developer for the Road Project Costs after completion, at Developer's election, Developer shall be entitled to offset any permit and/or impact fees owed by

Developer to the City for fees associated with the CVS Project and permitting the Road Project. The amount credited will not exceed the total amount of the approved bid, which must be provided to the City before any fees are credited. If Developer receives credits for applicable development and permitting fees pursuant to this section of the Agreement, upon final approval and acceptance of the Road Project improvements by ADOT, Developer will invoice the City for the amount of the final Road Project Costs minus any credits received. City will make payment within thirty (30) days of receipt of the invoice.

3.7. **Timing of Construction.** Developer will construct the Road Project at the same time it constructs the required infrastructure improvements along the CVS Project's frontage. Developer will construct the Road Project as part of the ADOT right-of-way construction permit that it obtains for construction of the CVS Project's required infrastructure improvements.

If Developer elects to be reimbursed for the Road Project Costs through the offset of permit and/or impact fees pursuant to Section 3.6 of this Agreement, a final certificate of occupancy for the CVS Project will not be issued until the Road Project improvements are approved and accepted by ADOT, provided, however, a temporary certificate of occupancy may be issued prior to such time.

3.8. **Construction Standards.** Developer agrees to construct the Road Project in accordance with all applicable State and Federal rules, regulations, and design standards as required by the ADOT permit. The parties agree that the temporary construction easement will provide that, subject to the rights granted to the Developer (and/or City) therein, Developer agrees to restore any damage to NAU property to its condition, as it existed immediately prior to construction.

4. General Provisions.

4.1. **Agreement Recordation.** In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona, no later than ten (10) days from the date of its execution by the City.

4.2. **Amendment.** This Agreement may be amended at any time by written amendment executed by both Parties; all amendments shall be recorded in the official records of Coconino County, Arizona, within ten (10) days following the execution thereof.

4.3. **Authorization.** The Parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the respective Parties.

4.4. **Cancellation.** This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

4.5. **Captions.** The captions used herein are for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms and provisions hereof.

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

4.7. **Construction of Agreement.** This Agreement has been arrived at by negotiation and shall not be construed against either Party.

4.8. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

4.9. **Default & Remedies.** Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages.

4.9.1. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

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

4.9.3. **Litigation and Attorneys' Fees.** Except as otherwise agreed by the Parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

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

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

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

4.13. **Further Acts.** Each of the Parties hereto shall execute and deliver such documents and perform such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. The City Manager or his designee is authorized to perform such acts on behalf of the City.

4.14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona and shall be deemed made and entered into in Coconino County.

4.15. **Incorporation of Recitals and Exhibits.** The Recitals set forth above, and the Exhibits referenced within the Agreement and attached below, are incorporated into this Agreement.

4.16. **Negotiation of Partnership.** The Parties specifically acknowledge that the CVS Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered a joint venture or members of any joint enterprise.

4.17. **No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.

4.18. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City: City of Flagstaff

Attn: City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

Copy To: City of Flagstaff
Attn: City Attorney
211 West Aspen Avenue
Flagstaff, AZ 86001

To Developer: German Dobson CVS, L.L.C.
c/o Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258
Attn: Beverly Metevai, Entitlements Manager

And German Dobson CVS, L.L.C.
c/o Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258
Attn: Kevin Parker, Vice President

And German Dobson CVS, L.L.C.
c/o CVS Health
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration Store 5985

Notice of address may be changed by either party by giving notice to the other party in writing of change of address.

4.19. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect, to the extent that the intent of the Parties to develop the Road Project is still viable.

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

4.21. **Term.** The term of this Agreement shall commence on the effective date of this Agreement as defined in Section 4.11 and shall automatically terminate upon final approval and acceptance of the Road Project improvements by ADOT, unless previously terminated pursuant to the terms of this Agreement.

(Remainder of page intentionally left blank—signature page follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and Developer has signed the same on or as of the day and year first above written.

CITY OF FLAGSTAFF

Coral Evans, Mayor — Date: 8/15/19

Attest:

City Clerk

Approved as to form:

For
City Attorney

GERMAN DOBSON CVS, L.L.C.

By: _____ — Date: 8/1/17
Authorized Representative

Cheryl A. Green
Assistant Secretary

STATE OF ARIZONA)

COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this 18th day of September, 2017, before me, a Notary Public, personally appeared Coral Evans, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

OFFICIAL SEAL
JASON COOK
NOTARY PUBLIC – STATE OF ARIZONA
COCONINO COUNTY
My commission expires Aug. 08, 2018.

Notary Public

My Commission Expires: 8/8/2018

STATE OF RHODE ISLAND)

COUNTY OF PROVIDENCE)

ACKNOWLEDGMENT

On this 1ST day of August, 2017, before me, a Notary Public, personally appeared Cheryl A Green, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of German Dobson CVS, L.L.C., an Arizona limited liability company, for the purposes therein contained.

Notary Public

My Commission Expires: 6/27/21

Gail L. Beaulieu
Notary Public 28998
State of Rhode Island
My Comm. Expires 06/27/2021

List of Exhibits

Exhibit A: NAU Right of Way Legal Description and Form of Easement

Exhibit B: Map showing CVS Property, NAU Right-of-Way, and the Butler Avenue Deceleration Lane

Exhibit C: Scope of Work, Engineer's Estimate, and Reimbursable Costs

EXHIBIT "A"
DESCRIPTION FOR NEW RIGHT OF WAY

A PORTION OF THAT PARCEL OF LAND LOCATED WITHIN SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS DELINEATED ON PLANS ON FILE IN THE OFFICE OF THE STATE ENGINEER, INFRASTRUCTURE DELIVERY AND OPERATIONS, ARIZONA DEPARTMENT OF TRANSPORTATION, PHOENIX, ARIZONA, ENTITLED RESULTS OF SURVEY OF SOUTH MILTON ROAD, FLAGSTAFF, PROJECT 089A CN 402 H8399, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RR RAIL MARKED WITH "X", MARKING THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH A BRASS CAP FLUSH MARKING THE CENTER QUARTER CORNER, BEARS SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, 2695.61 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE, 767.31 FEET TO THE EXISTING RIGHT-OF-WAY CENTERLINE OF STATE ROUTE 89A AT STATION P.O.T. 7459+44.84;

THENCE CONTINUING SOUTH 00 DEGREES 38 MINUTES 55 SECONDS EAST, 63.53 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 89A, MARKING THE POINT OF BEGINNING;

THENCE SOUTH 43 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 0.78 FEET;

THENCE NORTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 85.42 FEET;

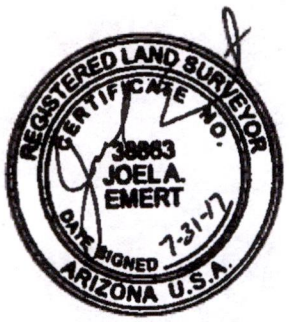
THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, SOUTH 43 DEGREES 21 MINUTES 03 SECONDS EAST, 12.50 FEET;

THENCE SOUTH 46 DEGREES 41 MINUTES 22 SECONDS WEST, 278.26 FEET;

THENCE NORTH 42 DEGREES 56 MINUTES 21 SECONDS WEST, 20.00 FEET TO THE SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROUTE 89A;

THENCE NORTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 192.70 FEET;

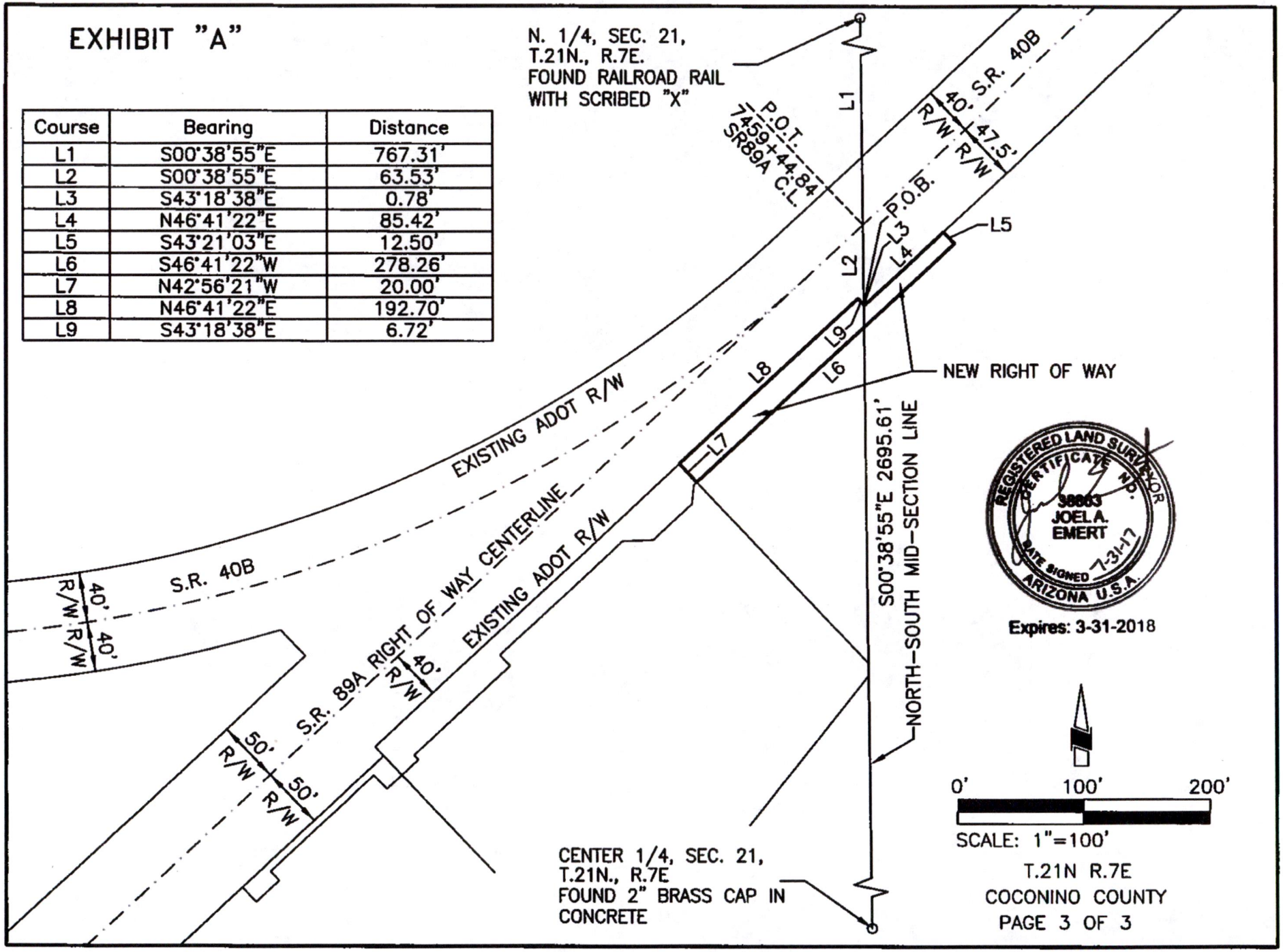
THENCE SOUTH 43 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG SAID EXISTING RIGHT-OF-WAY LINE, 6.72 FEET TO THE POINT OF BEGINNING.



Expires: 3-31-2018

EXHIBIT "A"

Course	Bearing	Distance
L1	S00°38'55"E	767.31'
L2	S00°38'55"E	63.53'
L3	S43°18'38"E	0.78'
L4	N46°41'22"E	85.42'
L5	S43°21'03"E	12.50'
L6	S46°41'22"W	278.26'
L7	N42°56'21"W	20.00'
L8	N46°41'22"E	192.70'
L9	S43°18'38"E	6.72'



FOR LOCATION PURPOSES ONLY


MALPAIS LANE
MILTON RD
EXISTING
DECELERATION LANE
NAU
ROADWAY EASEMENT
APN#
103-02-010
APN#
103-05-002
US HWY 66
NEW CVS
BUILDING
APN#
103-02-011B
EXHIBIT 'B'

Scope of Work, Engineer's Estimate and Reimbursable Costs

Scope of Work

The scope of work shall be defined by all improvements associated with the additional right turn lane requirements across NAU's frontage, and further defined by the approved plans for CVS and the Engineer's Estimate for this portion of work as provided below.

Engineer's estimate

See attached.

Reimbursable Costs

The City shall reimburse CVS for the expenses identified in the Scope of Work and Engineer's Estimate, and any additional construction related expenses authorized by the City Engineer.

RICK™
ENGINEERING COMPANY

February 15, 2017

Beverly Metevia
Entitlements Manager
Armstrong Development Properties, Inc.
8283 N. Hayden Road, Suite 145
Scottsdale, AZ 85258

SUBJECT: CVS/PHARMACY #5985 (700 S. MILTON RD., FLAGSTAFF, AZ)
CITY OF FLAGSTAFF PROJECT NO.: DEV14-066 | DRB10-020 | PZ-16-00128
RICK ENGINEERING COMPANY PROJECT NO. 4575-0
TASK ORDER MODIFICATION FOR CONSTRUCTION OF A DECELERATION LANE

Dear Ms. Metevia:

Pursuant to your email request on January 30, 2017, and correspondence received on February 10, 2017, the City of Flagstaff has requested a more formal estimate showing the $47,880 in engineering costs for the deceleration lane at Highway 66 and Milton Road. This task order modification is required to account for the additional work components required to extend the right turn deceleration lane and incorporate into the CVS/pharmacy project design. Attached hereto is our fee proposal with a man-hour breakdown as pertaining to each task.

Task 1: Additional Topographic Survey	$3,010.00
Task 2: Landscape, Irrigation, & Hardscape Plan	$5,010.00
Task 3: Signing and Striping Plan	$3,330.00
Task 4: Traffic Control Plan	$2,130.00
Task 5: Street Light Relocation Plan	$1,730.00
Task 6: Horizontal Control Plan	$1,500.00
Task 7: Demolition Plan	$2,560.00
Task 8: Paving Plan with Bus Shelter	$7,780.00
Task 9: Storm Drain Plans	$2,160.00
Task 10: Drainage Report Update	$1,500.00
Task 11: Onsite Plan Revisions	$3,470.00
Task 12: Earthwork	$800.00
Task 13: Meetings & Coordination	$5,000.00
Task 14: Post Design Services	$7,900.00
Task Order Total:	**$47,880.00**

Sincerely,
RICK ENGINEERING COMPANY

Joseph M. Cirone, PE, PMP, CFM, CPESC, QSD/QSP, LEED GA
P.E. License 40968
Project Manager
Enclosures

RICK ENGINEERING COMPANY

CVS pharmacy #5985 (700 S. Milton Rd., Flagstaff, AZ)
CITY OF FLAGSTAFF PROJECT NO.: DEV14-066 | DRB10-020 | PZ-16-00128

FEE PROPOSAL

Line Item	Labor Category	PROJECT MANAGER	PROJECT ENGINEER	ENGINEERING DESIGNER	ENTITLEMENTS MANAGER	LANDSCAPE ARCHITECT	LANDSCAPE DESIGNER	SURVEY MANAGER	2-PERSON SURVEY PARTY	Total Hours	Total Costs
	Loaded Rate	$ 185.00	$ 140.00	$ 100.00	$ 100.00	$ 130.00	$ 120.00	$ 140.00	$ 160.00		
1	Additional Topographic Survey (RICK)										
	Subtotal Hours	2		8				4	8	22	
	Line Item 1 Subtotal	$ 370.00	$ -	$ 800.00	$ -	$ -	$ -	$ 560.00	$ 1,280.00		$ 3,010.00
2	Landscape, Irrigation, & Hardscape Plan (YDG/PSLA)										
	Subtotal Hours	2				8	30			40	
	Line Item 2 Subtotal	$ 370.00	$ -	$ -	$ -	$ 1,040.00	$ 3,600.00	$ -	$ -		$ 5,010.00
3	Signing and Striping Plan (RICK)										
	Subtotal Hours	2	4	24						30	
	Line Item 3 Subtotal	$ 370.00	$ 560.00	$ 2,400.00	$ -	$ -	$ -	$ -	$ -		$ 3,330.00
4	Traffic Control Plan (RICK)										
	Subtotal Hours	2	4	12						18	
	Line Item 4 Subtotal	$ 370.00	$ 560.00	$ 1,200.00	$ -	$ -	$ -	$ -	$ -		$ 2,130.00
5	Street Light Relocation Plan (RICK)										
	Subtotal Hours	2	4	8						14	
	Line Item 5 Subtotal	$ 370.00	$ 560.00	$ 800.00	$ -	$ -	$ -	$ -	$ -		$ 1,730.00
6	Horizontal Control Plan (RICK)										
	Subtotal Hours		5	8						13	
	Line Item 6 Subtotal	$ -	$ 700.00	$ 800.00	$ -	$ -	$ -	$ -	$ -		$ 1,500.00
7	Demolition Plan (RICK)										
	Subtotal Hours		4	20						24	
	Line Item 7 Subtotal	$ -	$ 560.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ -		$ 2,560.00
8	Paving Plan w/ Bus Shelter										
	Subtotal Hours	4	16	40	8					68	
	Line Item 8 Subtotal	$ 740.00	$ 2,240.00	$ 4,000.00	$ 800.00	$ -	$ -	$ -	$ -		$ 7,780.00
9	Storm Drain Plans										
	Subtotal Hours		4	16						20	
	Line Item 9 Subtotal	$ -	$ 560.00	$ 1,600.00	$ -	$ -	$ -	$ -	$ -		$ 2,160.00
10	Drainage Report Update										
	Subtotal Hours		5	8						13	
	Line Item 10 Subtotal	$ -	$ 700.00	$ 800.00	$ -	$ -	$ -	$ -	$ -		$ 1,500.00
11	Onsite Plan Revisions										
	Subtotal Hours	2	5	24						31	
	Line Item 11 Subtotal	$ 370.00	$ 700.00	$ 2,400.00	$ -	$ -	$ -	$ -	$ -		$ 3,470.00
12	Earthwork										
	Subtotal Hours			8						8	
	Line Item 12 Subtotal	$ -	$ -	$ 800.00	$ -	$ -	$ -	$ -	$ -		$ 800.00
13	Meetings & Coordination										
	Subtotal Hours	8	8		24					40	
	Line Item 13 Subtotal	$ 1,480.00	$ 1,120.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ -		$ 5,000.00
14	Post Design Services										
	Subtotal Hours	4	8		42			4	8	66	
	Line Item 14 Subtotal	$ 740.00	$ 1,120.00	$ -	$ 4,200.00	$ -	$ -	$ 560.00	$ 1,280.00		$ 7,900.00
	Total Hours	28	67	176	74	8	30	8	16	407	
	Total Fee	$ 5,180.00	$ 9,380.00	$ 17,600.00	$ 7,400.00	$ 1,040.00	$ 3,600.00	$ 1,120.00	$ 2,560.00		$ 47,880.00

RICK ENGINEERING COMPANY™

PROJECT TITLE: CVS Flagstaff Store No. 05985
REC JOB NO.: 4575-0
COMPILED BY: Joe Cirone
DATE: 6/20/2017

PROBABLE OPINION OF COST
for
CVS pharmacy® Flagstaff, Store No. 05985 (Hwy 66 & Milton Rd)
Milton Road Right Turn Lane Extension (N.A.U. Portion)

ITEM NO.	DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT COST	TOTAL COST
	Demolition/Removals				
1	Pavement/Concrete &/or Sidewalk Sawcut	265	LF	$2	$ 530
2	Pavement Removal	165	SY	$20	$ 3,300
3	Remove Existing Curb & Gutter	245	LF	$13	$ 3,185
4	Remove Existing Concrete Sidewalk	1750	SF	$2	$ 3,500
5	Remove Existing Curb Inlet Catch Basin	1	EA	$1,500	$ 1,500
6	Remove Existing Catch Basin	1	EA	$500	$ 500
7	Remove Existing 18" Dia. Storm Drain Pipe	55	LF	$10	$ 550
8	Remove Existing 12" Dia. Storm Drain Pipe	40	LF	$20	$ 800
9	Remove Existing Fire Hydrant	1	EA	$1,000	$ 1,000
10	Remove Existing Light Pole & Foundation	1	EA	$1,500	$ 1,500
11	Remove Existing Rip-Rap	1	LS	$1,000	$ 1,000
	Proposed Improvements				
12	5" A.C. Pavement over 10" A.B.C.	480	SY	$40	$ 19,200
13	12" Diameter C.M.P. Storm Drain Pipe	68	LF	$45	$ 3,060
14	Curb & Gutter per A.D.O.T. Std. C-05.10 Type D-3	240	LF	$25	$ 6,000
15	5' Wide Sidewalk per A.D.O.T. Std. C-05.20, W=5'	1,525	SF	$6	$ 9,150
16	Mill Existing Asphalt D=2" and Re-Pave	240	SY	$25	$ 6,000
17	Catch Basin, A.D.O.T. Std. C-15.40, Type 5	1	EA	$7,000	$ 7,000
18	18" Diameter C.M.P. Storm Drain Pipe	13	LF	$80	$ 1,040
19	Storm Drain Manhole	1	EA	$7,000	$ 7,000
20	Manhole Grade Adjustment	1	EA	$1,500	$ 1,500
21	Fire Hydrant	1	EA	$2,000	$ 2,000
22	6" Ductile Iron Pipe	20	LF	$50	$ 1,000
23	Street Light	1	EA	$5,000	$ 5,000
24	Signing & Striping	1	LS	$3,000	$ 3,000
				Sub-Total:	$ 88,315

Continued on next page

RICK™
ENGINEERING COMPANY

	Miscellaneous		
25	Mobilization (8% of Total)	$	7,065
26	15% Contingency	$	13,247
	GRAND TOTAL:	$	108,627

6150 North 16th Street • Phoenix, Arizona 85016-1705 • (602) 957-3350 • FAX: (602) 285-2396 • rickengineering.com
PHOENIX TUCSON SAN DIEGO RIVERSIDE ORANGE SACRAMENTO

INDEX #: IGA-2018-011-AG1

DOCUMENT TRACKING FORM

Please submit to Deputy City Clerk — Document(s) will not be processed until form is complete

Submitted for: ☑ Signatures ☐ Completed Original for scanning/filing ☐ CHANGES (include Index #)

REMINDERS

- ◆Fill in all dates/blanks
- ◆Outside parties should sign first (when possible)
- ◆Tab signature/notarization lines
- ◆Include one (1) original for City Clerk's Office
- ◆Attach all exhibits
- ◆Legal must review/approve prior to routing

DOCUMENT TYPE: ☐ Contract ☐ Development Agreement ☐ IGA ☐ Grant ☐ Lease/Property ☐ License Agreement ☐ MOU ☐ Reclaimed Water ☑ Other Intergovernmental Agreement

Change Order/Amendment to: Prior Index No. _____ C.O./Amend. No. _____

Document Title _____

Parties City of Flagstaff/ Arizona Board of Regents

Project/Subject _____

Amount: _____ Eff. Date: _____ Expires: _____

Approved by Council? ☑ Yes ☐ No If yes, date of meeting: ~~2/16/2016~~ 7/5/2017 (Attach copy of approved staff summary

LEASE/PROPERTY USE ONLY

Execution Date: _____ Term. Notice: _____ Adjustment Date: _____

Index Factor: _____ MR Billing/Acct. #: _____ Revenue Acct: _____

Maintenance: ☐ Lessee ☐ Lessor ☐ Other _____ Reports: ☐ Annual ☐ Semi-Annual ☐ Other _____

Automatic Renewals? ☐ Yes ☐ No If renewal(s) available, City Attorney's Office must complete following box

Conditions of renewal(s) including authority _____

INSURANCE? ☐ Yes ☐ No *If yes, attach Certificate of Insurance* ***approved by Risk Management***

Warranty? ☐ Yes ☐ No ☐ N/A If yes, length of time? _____ Expiration Date: _____

Submitted By: Charity Lee Date Submitted: _____ No. of Originals: _____

Key Contact: Charity Lee Department: _____ Extension: _____

Comments: Please obtain the Mayor's signature and return to the Real Estate Manager for routing to ABOR.

* Need ABOR Signatures *

DELIVERABLES? ☐ No ☐ Yes (If yes, attach deliverables sheet)

CITY CLERK'S OFFICE USE ONLY

DATE RECEIVED: 7/11/17

To City Attorney: _____	Date Signed: _____
To City Manager: _____	Date Signed: _____
To Mayor: 7/11/17	Date Signed: 7/11/17
To City Clerk: 7/11/17	Date Signed: 7/11/17
To Recorder: _____	Date Returned: _____
No. of Originals Returned: _____	Date Scanned: _____

Returned to: _____ Signature _____ Date

REV. 04/08/14

INTERGOVERNMENTAL AGREEMENT

Related to Consolidation of University Campus and Road Projects

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this **5th day of July, 2017** by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona ("CITY"), and ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education ("hereafter the Arizona Board of Regents shall be referred to as UNIVERSITY").

RECITALS:

WHEREAS, CITY has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 41-2632 and the Flagstaff City Charter, Article I, Section 3; and

WHEREAS, UNIVERSITY has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and Arizona Board of Regents Policy 3-808; and

WHEREAS, the purpose of this Agreement is to memorialize and describe several past, present, and future transactions between the parties wherein valuable consideration is, has, or will be exchanged in order to build a better community;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **August 5th, 2017** and continue for a term of ten (10) years, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the parties.

2. GENERAL CONDITIONS FOR TRANSFERS OF CITY RIGHTS-OF-WAY ("ROW")

The following general conditions will apply to all CITY transfers of CITY ROW pursuant to this Agreement:

a. CITY will follow its procedures for abandonment, exchange, and/or disposition of real property as set forth in City Code and the City Charter. The property transfers will be subject to Council approval at a public meeting.

b. CITY will convey property to UNIVERSITY by Special Warranty Deed. A form of

c. UNIVERSITY will pay for its own due diligence and title insurance for the property being acquired.

3. HUMPHREYS STREET PROJECT – TRANSFER OF CITY ROW

Design and construction work for the repair of Humphreys Street ("the Humphreys Street Project") is described in *Exhibit B*.

CITY will transfer the Humphreys ROW north of West Dupont Avenue and south of West Butler Avenue, as set forth in this Section 3 and subject to Section 2 of this Agreement, to UNIVERSITY. A Special Warranty Deed, legal description and map are attached hereto as *Exhibit C,* referred to as parcel 1.

a. Transfer of Humphreys ROW. CITY will transfer Humphreys ROW to UNIVERSITY prior to issuance by UNIVERSITY of a notice to proceed for the Humphreys Street Project.

b. The Humphreys Street Project. UNIVERSITY is responsible for procuring the design and construction for the Humphreys Street Project in accordance with Arizona Board of Regents (ABOR) procurement code. UNIVERSITY will not alter the location of the curb, gutter and sidewalk on the east side of Humphreys Street, so long as there is a need for private property access.

c. Humphreys Street Project Costs. UNIVERSITY shall include CITY in the procurement process for design and construction. UNIVERSITY shall pay upfront for all costs of the Humphreys Street Project design, construction, and all related fees, estimated at $150,000. CITY shall reimburse UNIVERSITY fifty percent (50%) of such cost within 30 days from receipt of the UNIVERSITY'S invoice.

d. Humphreys/DuPont/Alley/Ellery Public Utility Easement. UNIVERSITY shall grant CITY a Public Utility Easement that runs through Humphreys Street, DuPont Avenue, an alley in Block 158 of Normal School Addition subdivision, and Ellery Avenue. A form of easement, legal description and map are attached hereto as *Exhibit D*. CITY has paid for costs of the legal description and map. The easement will be reserved for any City utility facilities and any existing utility company facilities in the right-of-way. This easement shall be recorded immediately following recordation of the Special Warranty Deed for transfer of the Humphreys ROW to UNIVERSITY.

e. Humphreys Street Access Easement. UNIVERSITY shall grant an access easement for "ingress and egress for public or emergency vehicles, all property owners, property owner guest and invitees and persons lawfully conducting business on the land" (hereafter referred to as "public ingress and egress") for all real properties abutting the public road being conveyed to UNIVERSITY. Such easement shall be in effect as long as there is a need for public access. A form of easement, legal description and map is attached hereto

as *Exhibit E.* This easement shall be recorded immediately following recordation of the Special Warranty Deed for transfer of the Humphreys ROW to UNIVERSITY. UNIVERSITY will notify the CITY at such time the access easement is extinguished, and will ensure the non-motorized access through this corridor or an alternative corridor is maintained if requested by CITY after good faith discussions and review with UNIVERSITY.

f. Humphreys Street Maintenance. UNIVERSITY shall maintain Humphreys Street and sidewalks located within the Humphrey ROW in good condition. This paragraph shall survive termination or expiration of the Agreement.

4. ALLEYS – TRANSFER OF CITY ROW

CITY will transfer the alleys as set forth in this Section 4 and subject to Section 2 of this Agreement, to UNIVERSITY.

a. Alley under Drury Inn. A 16' wide strip, located in Block 140 of the Normal School Addition subdivision was an alley between two former streets (Kendrick and Sitgreaves) abandoned by CITY and transferred to UNIVERSITY. Such strip is now located under the Drury Inn. A Special Warranty Deed, legal description and map of the strip under Drury Inn is attached hereto as *Exhibit C,* referred to as parcel 3.

b. Alley under High Country Conference Center. A 16' wide strip, located in Block 139 of the Normal School Addition subdivision was an alley between two former streets (Kendrick and Humphreys) abandoned by CITY and transferred to UNIVERSITY. Such strip is now located under the High Country Conference Center. A Special Warranty Deed, legal description and map of the strip under High Country Conference Center is attached hereto as *Exhibit C,* referred to as parcel 2.

c. Portion of Verde Street under Mountain View Dormitory. A 50' wide strip, located in Flagstaff Townsite subdivision, was a portion of the former Verde Street. Such strip is located under the Mountain View dormitory operated by UNIVERSITY. A Special Warranty Deed, legal description and map of the strip under Mountain View dormitory are attached hereto as *Exhibit F.*

5. UNIVERSITY DRIVE EASEMENT

a. Public Utility Easement along University Drive from Milton Road to approximately 600 feet east. CITY deeded University Drive to UNIVERSITY, which occurred without reserving an easement for the existing CITY sewer line and or other public utilities. UNIVERSITY will grant an easement to CITY, subject to Section 6 of this Agreement. The form of easement, legal description and map are attached hereto as *Exhibit G.* This easement shall be recorded immediately following execution of this Agreement.

6. GENERAL CONDITIONS FOR TRANSFER OF UNIVERSITY PROPERTY

The following general conditions will apply to all UNIVERSITY transfers of property pursuant to this Agreement:

a. UNIVERSITY will follow all ABOR policies and procedures for any sale, purchase, exchange or easement of UNIVERSITY property. UNIVERSITY will seek approval as appropriate, however if approval is requested, but is not obtained, UNIVERSITY shall have no liability to the CITY for such non-approval.

b. UNIVERSITY will transfer the properties (other than easements) to CITY by Special Warranty Deed. A form of Special Warranty Deed is attached hereto as *Exhibit A.*

c. CITY will pay for all surveys, title insurance, Phase 1 environmental assessments, legal descriptions and maps, and all other due diligence if desired by CITY. CITY will provide copies of all due diligence documentation to UNIVERSITY.

7. LONE TREE CORRIDOR PROJECT – TRANSFER OF UNIVERSITY PROPERTY

The Lone Tree Corridor Project is a CITY project to obtain land for widening Lone Tree Road. CITY also desires to promote safe use of the Flagstaff Urban Trail System (FUTS) trail that runs alongside the road. The project is proceeding in phases.

a. Along west side of Lone Tree from Woodland Drive to Kinsey Elementary School. UNIVERSITY will transfer approximately 1.5 acres to CITY along the west side of Lone Tree Road across Coconino County Assessor Parcel No. 103-18-004A from Woodland Drive to Kinsey Elementary School. ("West Side Property"). A Special Warranty Deed, legal description and map attached hereto as *Exhibit H.*

b. Contingency: CITY requires a Public Utility Easement along the west side of Lone Tree Road. UNIVERSITY will grant this easement to CITY in the event the easement is required by CITY prior to transfer of the West Side Property. The form of easement, legal description and map of the easement property is attached hereto as *Exhibit I.* CITY has a waterline project underway, the CITY at its cost will pave the area behind a newly installed guard rail after the CITY water line construction is completed.

c. CITY will support UNIVERSITY efforts to obtain an agreement with FUSD allowing public parking at Kinsey Elementary School during non-school hours.

8. MILTON ROAD – ROAD CONSTRUCTION, DEDICATION OF UNIVERSITY PROPERTY and FENCE / SIGNAGE CONSTRUCTION

German Dobson CVS, LLC (CVS) has purchased significant property along the east side of Milton Road at the intersection of West Route 66. CVS is in the final project review stages for their CVS Pharmacy #5985 and associated public improvements by the CITY and Arizona

Department of Transportation (ADOT). CVS has announced its plans to be under construction in the summer of 2017. Additionally, CVS and CITY are negotiating a development agreement whereby CVS will permit, engineer and construct Milton Road improvements along UNIVERSITY's Milton Road frontage.

As a condition of ADOT's approval, CVS will be widening Milton Road to 3 north-bound lanes along its entire frontage. UNIVERSITY property immediately adjacent to the north of CVS is impacted by the widening of Milton Road. CVS's widening of Milton Road would leave approximately 300 feet of Milton Road, along UNIVERSITY's frontage, as a 2-lane facility before it, once again, widens to the existing 3-lane facility to Butler Avenue. The above described condition may lead to traffic congestion and safety issues for the motoring public.

In an effort to alleviate traffic congestion and related safety issues that may be created along Milton Road, CITY and UNIVERSITY agree to the following:

a. CITY will be responsible for funding the ADOT permit, CVS engineering and CVS construction of the additional lane, and utility relocations along the NAU Milton Road frontage.

b. UNIVERSITY will grant an easement for public roadway or right-of-way to ADOT for an additional right turn lane along NAU's Milton Road Frontage. A legal description and map are attached hereto as *Exhibit J*. UNIVERSITY will also grant a temporary construction easement (TCE) to the City/CVS/ADOT for construction. See *Exhibit K* for the legal description and map.

c. CITY will be responsible for funding the design and construction of a sandstone "Northern Arizona University" sign on UNIVERSITY property. UNIVERSITY will procure design and construction of such sign in accordance with ABOR procurement policies and CITY will pay for the sign after construction and within 30 days of receipt of UNIVERSITY's invoice. The City will fund a sign of the approximate size and type as the existing sign in front of the Drury Inn.

This Section of the Agreement shall apply only if CITY and CVS execute a Development Agreement and the developer proceeds with its development. UNIVERSITY will have the opportunity to review the form of Development Agreement prior to CITY execution.

9. FRANKLIN AVE. LIGHT POLES PROJECT – MAINTENANCE

The Franklin Ave. Light Poles Project is complete and this Agreement memorializes party obligations. In 2016 UNIVERSITY installed three (3) street lights along the south side of Franklin Avenue between San Francisco Street and Beaver Street ("Franklin Lights") as part of the UNIVERSITY Aquatic and Tennis Complex project. The Franklin Lights are 1) owned by UNIVERSITY, 2) located within CITY right-of-way, 3) connected to UNIVERSITY's electric grid system. See *Exhibit L*, overview map.

a. UNIVERSITY is responsible for paying for energy for the Franklin Lights.

b. UNIVERSITY is responsible for maintenance of the Franklin Lights. CITY will consider accepting responsibility for maintenance of the Franklin Lights in the future in the event Franklin Lights conform to CITY lighting standards. The parties will continue a dialogue concerning maintenance responsibility and ownership as a CITY lighting standards study moves forward.

10. PINE KNOLL DRIVE – STREETLIGHTS AND SIDEWALK

A sidewalk/streetlight project from the Southeast corner of San Francisco Street and Pine Knoll Dr. to the Southwest corner of Pine Knoll Dr. and Lone Tree was completed in the summer of 2016 and this Agreement memorializes the parties' responsibilities. See *Exhibit M*, overview map.

a. UNIVERSITY is responsible for maintenance of the sidewalk and landscaping in the CITY right of way.

b. CITY is responsible for maintenance of CITY-owned poles and lamps.

c. CITY is responsible for paying energy costs for poles and lamps.

11. TERMINATION

Either party may terminate this Agreement for budgetary reasons or for convenience upon providing 180 days prior written notice to the other party. This Agreement may also be terminated by a non-breaching party following written notice to the breaching party and reasonable opportunity to cure.

12. INDEMNIFICATION:

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of performance of this IGA but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

13. NONAPPROPRIATION

If appropriation of funding by either party is unavailable or is terminated for whatever reason, the obligation of the parties to this Agreement will also be terminated regarding funding

14. INSURANCE

Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, and the acts and omissions of the party's employees or agents.

15. NO BOYCOTTS OF ISRAEL

Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Agreement, to not engage in a Boycott of Israel.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

17. CONFLICT OF INTEREST

This Agreement may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

18. NON-DISCRIMINATION

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. CITY and UNIVERSITY shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19. AMENDMENTS AND RELATED AGREEMENTS

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. This Agreement is conceptual in nature. All amendments or modifications of the Agreement shall be in writing and approved by the parties. The parties may agree to more specific development agreements, real estate purchase contracts, deed related and referencing this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

NORTHERN ARIZONA UNIVERSITY

Print name: Rita Hartung Cheng

Title: President

Approved as to form:

Michelle G. Parker, General Counsel

CITY OF FLAGSTAFF

Coral Evans, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney's Office

When recorded, return to:
City Clerk
211 W. Aspen Avenue
Flagstaff, Arizona 86001

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT

Related to Consolidation of University Campus and Road Projects

THIS FIRST AMENDMENT is entered into this ____ day of _____, 2023 by and between CITY OF FLAGSTAFF, a municipal corporation of the state of Arizona ("CITY") and ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education (hereinafter the Arizona Board of Regents shall be referred to as "UNIVERSITY"), and amends that Intergovernmental Agreement entered into by the parties on July 5, 2017 (the "Agreement).

RECITALS:

WHEREAS, the purpose of the Agreement and this Amendment is to provide for real property transactions between the parties wherein valuable consideration is, has or will be exchanged in order to build a better community; and

WHEREAS, on February 7, 2023 CITY approved Ordinance No. 2023-___ which authorizes the exchange of properties of substantially equal value with UNIVERSITY;

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree to amend the Agreement as follows:

Paragraph 1 of the Agreement (additions shown as underlined text, deletions shown as stricken):

> TERM
>
> This Agreement shall commence on August 15, 2017 and continue for a period of twenty-(20) ~~ten (10)~~ years, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the parties.

Paragraph 7 of the Agreement is amended by adding a new subsection d to read as follows:

d. UNIVERSITY owns property along either side of Lone Tree Road between Pine Knoll Drive and Zuni Drive. CITY desires to expand the width of Lone Tree Road in this stretch in Fiscal Years 2026-2027 & 2027-2028. The parties will meet and negotiate in good faith to determine how CITY needs for expansion of Lone Tree Road can be achieved through purchase or exchange of property of substantially equal value. A map showing this area is attached hereto as *Exhibit 1*. The parties understand that in

accordance with ABOR policy, UNIVERSITY may be required to seek approval from ABOR for any agreed upon real property transaction.

Paragraph 8 of the Agreement is amended by adding a new subsection d to read as follows:

d. As contemplated by the IGA, CITY entered into a Development Agreement with German Dobson CVS, LLC, dated September 18, 2017 which was recorded on September 19, 2017 in the official records of the Coconino County Recorder, **Docket No. 3796197.** The developer did not proceed with development. The developer sold the property encumbered by the Development Agreement to the Arizona Board of Regents, and title was transferred by Special Warranty Deed and recorded on December 12, 2018 in the **Docket No. 3831701.** The CITY agrees to cancel the Development Agreement.

Section 10 is deleted in its entirety and replaced with the following:

10. MISCELLANEOUS AND ADDITIONAL PROJECT TRANSACTIONS

10.1 PINE KNOLL DRIVE – STREETLIGHTS AND SIDEWALK

A sidewalk/streetlight project from the Southeast corner of San Francisco Street and Pine Knoll Dr. to the Southwest corner of Pine Knoll Dr and Lone Tree was completed in the summer of 2016 and this Agreement memorializes the parties' responsibilities. See *Exhibit M*, overview map.

a. UNIVERSITY is responsible for maintenance of the sidewalk and landscaping in the CITY right of way.

b. CITY is responsible for maintenance of CITY-owned poles and lamps.

c. CITY is responsible for paying energy costs for poles and lamps.

10.2 ADOT WORK AJACENT TO MCCONNELL DRIVE – TRANSFER OF SEWER EASEMENT TO CITY

UNIVERSITY granted a Sewer Easement to CITY within Coconino County Assessor Parcel No. 103-24-005R, in exchange for payment of fair market value of $3,187.50. The Sewer Easement is recorded on July 26, 2022 in the records of the Coconino County Recorder, instrument **Docket No. 3955891**. This easement was necessitated by an Arizona Department of Transportation ("ADOT") project along Milton Avenue/State Route 89A. ADOT is reimbursing CITY the cost of the Sewer Easement. This section is to memorialize this transaction.

10.3 STUDENT ATHLETE HIGH PERFORMANCE CENTER – TRANSFER OF WATER AND SEWER EASEMENT TO UNIVERSITY

CITY granted a Water and Sewer Easement to UNIVERSITY within Coconino County Assessor Parcel No. 103-18-003A. The easement area is approximately 3,071 square feet.

The existing utility mains are owned and maintained by UNIVERSITY in this area. The Water and Sewer Easement is recorded on December 9, 2020 in the records of the Coconino County Recorder, **Docket No. 3897980.** This section is to memorialize this transaction.

10.4 ABANDONED PUBLIC RIGHT-OF-WAY ON HOSKINS AVENUE AT FOUNTAINE STREET – TRANSFER OF TITLE TO UNIVERSITY

Pursuant to Ordinance No. 2022-31 CITY abandoned approximately 5,237 square feet of public right-of-way at the northwest corner of Fontaine Street and Hoskins Avenue ("Hoskins Avenue Parcel"). CITY retained a 20' wide strip of Hoskins Avenue for public utilities and a future FUTS trail. The Hoskins Avenue Parcel is located adjacent to UNIVERSITY owned parcels, Coconino County Assessor Parcel No. 104-02-064 (a residential lot), and Parcel No. 103-05-003.

a. CITY will grant fee simple title to the Hoskins Avenue Parcel to UNIVERSITY. The form of Special Warranty Deed along with a legal description and map of the property to be conveyed are attached hereto as *Exhibit 2.*

10.5 UNIVERSITY DRIVE–TRANSFER OF TITLE TO CITY, IMPROVEMENTS

UNIVERSITY owns University Drive east of Milton Road/Highway 89A, Coconino County Assessor Parcel No. 103-22-003A. University Drive serves as a public access to adjacent commercial properties and as an entrance way into the NAU Campus.

CITY desires to make road improvements to University Drive to meet City standards, and to construct a bicycle and pedestrian underpass under Milton Road/Highway 89A, as part of the Beulah Extension/University Realignment Project. It is anticipated the improvements will benefit both the public and NAU students crossing Milton Road.

CITY is willing to assume ownership of University Drive from the NAU Campus to Milton Road, which consists of approximately 600 linear feet of roadway, and 75,000 square feet of area ("the University Drive Parcel").

a. UNIVERSITY shall grant fee simple title to CITY for the University Drive Parcel on or before April 10, 2023 by Special Warranty Deed. A form of Specialty Warranty Deed along with the legal description and map of the property to be transferred are attached hereto as *Exhibit 3*.

b. UNIVERSITY shall grant a drainage easement to CITY for an area which falls both within and without of the University Drive Parcel, extending into Coconino County Assessor Parcel No. 103-18-001 ("University Drive Drainage"). The form of drainage easement with attached legal description and map are attached hereto as *Exhibit 4*. This drainage easement may be recorded before the Special Warranty Deed transferring title to University Drive Parcel is recorded.

c. UNIVERSITY shall grant a drainage easement to CITY for an area on Coconino County Assessor Parcel No. 103-19-001B, approximately 882 square feet in size ("the Drainage Inlet"). The form of drainage easement with attached legal description and map are attached hereto as *Exhibit 5*.

d. CITY at its expense will be responsible for design and construction of the Beulah Extension/University Realignment Project; provided, however, UNIVERSITY may elect to participate in the costs. CITY will assume responsibility for ongoing maintenance of University Drive Parcel as public right-of-way, except for snow plowing.

e. UNIVERSITY at its expense shall be responsible for snow plowing the University Drive Parcel until such time as the CITY agrees in writing to assume snow plowing operations or UNIVERSITY no longer has funding to perform snowplowing service on the NAU Campus in Flagstaff. The CITY and UNIVERSITY shall enter into a separate operational agreement for snow plowing. CITY shall indemnify and hold UNIVERSITY harmless from any claims related to performance under this provision except claims directly associated with acts or omissions of UNIVERSITY employees. This clause shall survive termination or expiration of the IGA.

A new Paragraph 20 is added to the Agreement, to read as follows:

20. COMPLETED TRANSACTIONS.

The parties have completed the following transfers of property interests pursuant to the Agreement, paragraphs 3, 4, 7, all recorded on November 14, 2017 in the official records of the Coconino County Recorder:

a. Easement for Public Utilities granted by Arizona Board of Regents on behalf of Northern Arizona University for a portion of Humphreys Street, a portion of Dupont Avenue, a 16' alley in block 158 of the Normal School Addition subdivision and a portion of Ellery Avenue, dated 11/8/17. **Docket No. 3801245.**

b. Special Warranty Deed granted by Arizona Board of Regents on behalf of Northern Arizona University for a parcel of land adjacent to Lone Tree Road (adjoining to a 75 feet westerly of Lone Tree Road), dated 10/12/17. **Docket No. 3801249.**

c. Coconino County Combination/Split Request Form APN 103-18-004A, for right-of-way to include as part of Lone Tree Road. **Docket No. 3801248.**

d. Ordinance No. 2017-20 authorizing abandonment and conveyance of public right-of-way in a portion of Humphreys Street, alley under Drury Inn, alley under High Country Conference

Center, a portion of Verde Street to Arizona Board of Regents in exchange for property of substantially equal value, dated 6/20/17. **Docket No. 3801242.**

e. Special Warranty Deed granted by City of Flagstaff to Arizona Board of Regents on behalf of Northern Arizona University for a portion of Humphreys Street as shown in Instrument No. 3494098 of the Coconino County Recorder, dated 8/28/17, a portion of North-South 16' alley of Block 139 and a portion of East-West 16' alley of Block 140.**Docket No. 3801243.**

f. Easement for Public Utilities granted by Arizona Board of Regents on behalf of Northern Arizona University for a portion of University Drive, dated 11/8/17. **Docket No. 3801247.**

g. Special Warranty Deed granted by City of Flagstaff to Arizona Board of Regents on behalf of Northern Arizona University for a portion of the right-of-way for Verde Street, dated 8/28/17. **Docket No. 3801246.**

h. Easement for Ingress and Egress (Humphreys St) granted by Arizona Board of Regents on behalf of Northern Arizona University for real property located along Humphreys Street south of Butler Avenue, dated 11/8/17. **Docket No. 3801244.**

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the date and date first above written.

NORTHERN ARIZONA UNIVERSITY

_____

José Luis Cruz Rivera, President

Approved as to form:

_____

General Counsel

CITY OF FLAGSTAFF

_____

Becky Daggett, Mayor

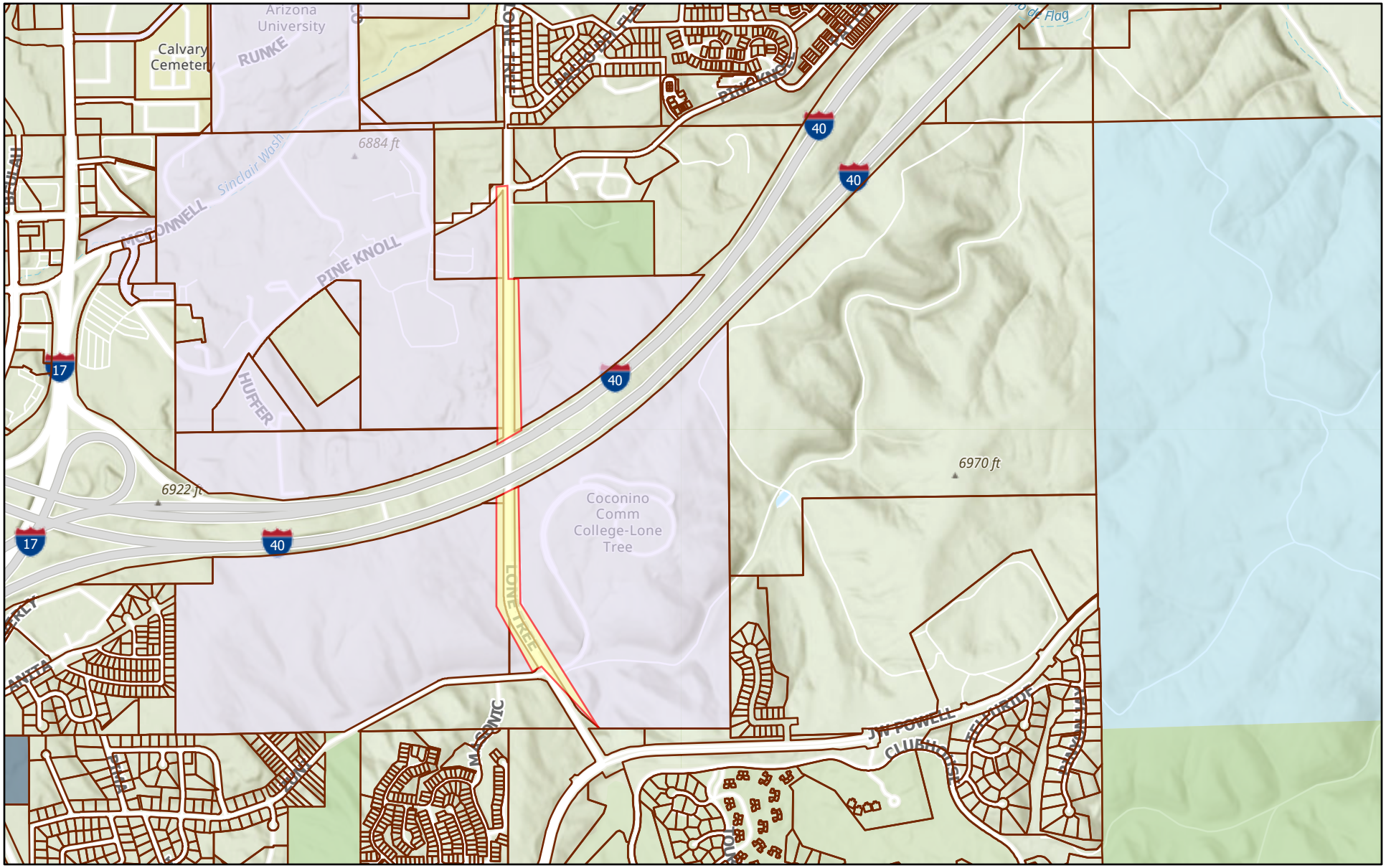
Approved as to form:

_____

City Attorney

Attachments:
Exhibit 1 Lone Tree Road map, showing areas where land is needed (Pine Knoll to Zuni)
Exhibit 2 Special Warranty Deed, with legal description and map (Hoskins Avenue Parcel)
Exhibit 3 Special Warranty Deed, with legal description and map (University Drive Parcel)
Exhibit 4 Drainage Easement, with legal description and map (University Drive Drainage)
Exhibit 5 Drainage Easement, with legal description and map (Drainage Inlet)

Exhibit 1 Lone Tree Road Map



When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: HOSKINS AVE. ROW ABANDONMENT
Exempt under: A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantor") hereby grants and conveys unto the ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, an Arizona municipal corporation ("Grantee"), its successors and assigns, the real property legally described and depicted in the attached Exhibit, together with all rights and privileges appurtenant thereto,

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear on record.

Grantor hereby binds itself, its successors, and assigns, to warrant and defend title to the real property granted herein against all acts of the Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 202__.

Grantor: _____

By: _____
Title: _____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____ known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)
Attachment: Exhibit

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING;**

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING.**

Containing 5,237 square feet, or 0.12 acres, more or less.

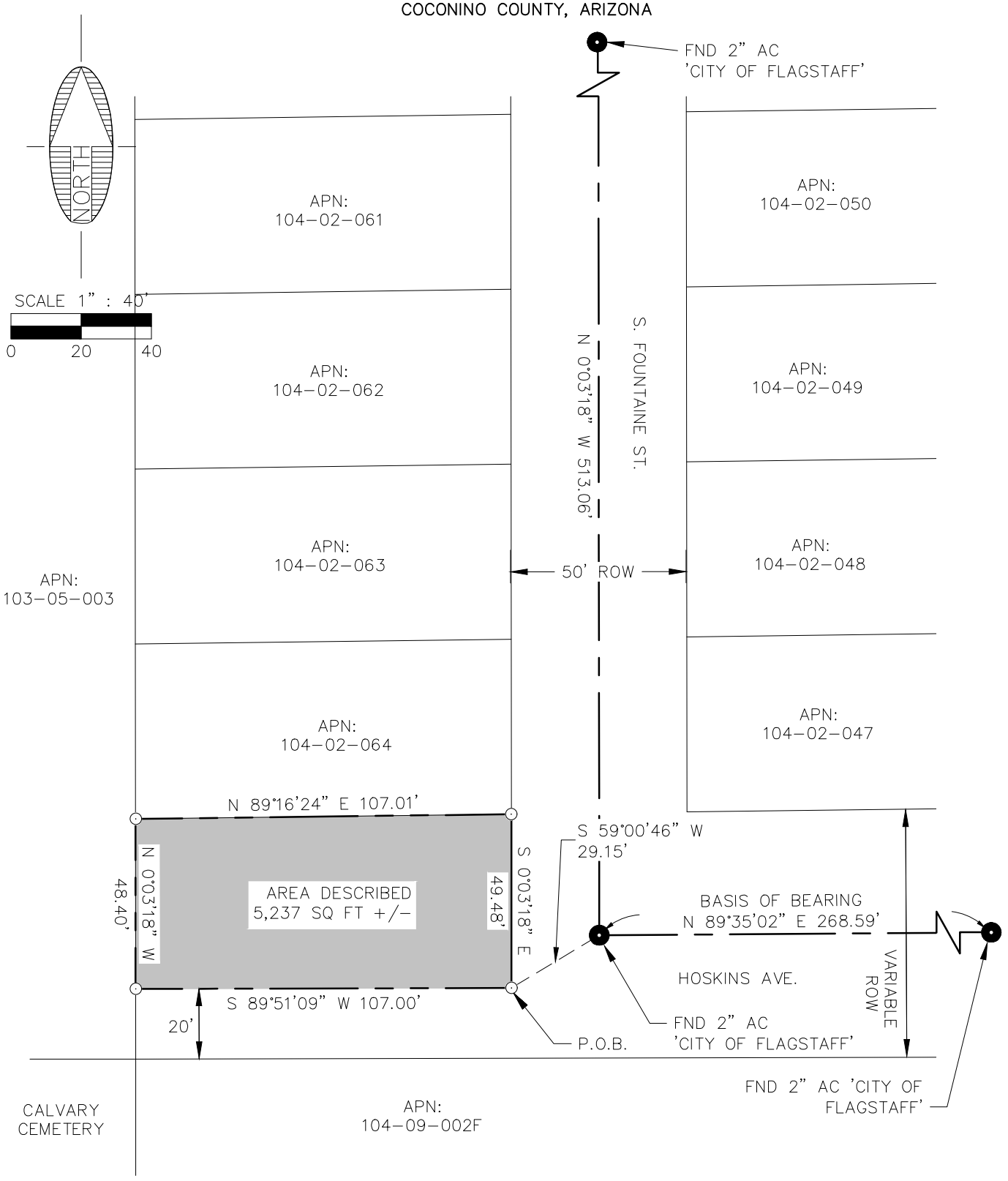
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 06, 2022-3:32pm
FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE ROW.DWG ABORLING

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-22-003A
Exempt under: A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY ("Grantor") hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, the real property legally described and depicted in the attached Exhibit, together with all rights and privileges appurtenant thereto,

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear on record.

Grantor hereby binds itself, its successors, and assigns, to warrant and defend title to the real property granted herein against all acts of the Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 202__.

Grantor: _____

By: _____
Title: _____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____ known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION
Exhibit 'A'

A portion of the West University Avenue Right-of-Way as shown on Book 10 of Surveys, Page 10, and Instrument Number 3801242, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the north Right-of-Way line of West University Avenue, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk;

Thence continuing along the northerly prolongation of said Right-of-Way line, South 89°30'08" West, 25.04 feet to a point on the east Right-of-Way line of South Milton Road**;**

Thence along said Right-of-Way line, South 1°28'21" West, 85.44 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 25.00 feet and a central angle of 90°58'29" and being subtended by a chord which bears North 44°00'53" East, 35.65 feet;

Thence northeasterly along said curve, 39.70 feet to a point on the south Right-of-Way line of West University Avenue;

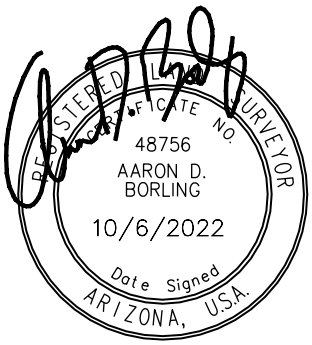
Thence along said Right-of-Way Line, North 89°30'08" East, 519.27 feet;

Thence leaving said Right-of-Way line, North 0°16'40" West, 60.00 feet to the **POINT OF BEGINNING;**

Containing 32,859 square feet, or 0.75 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

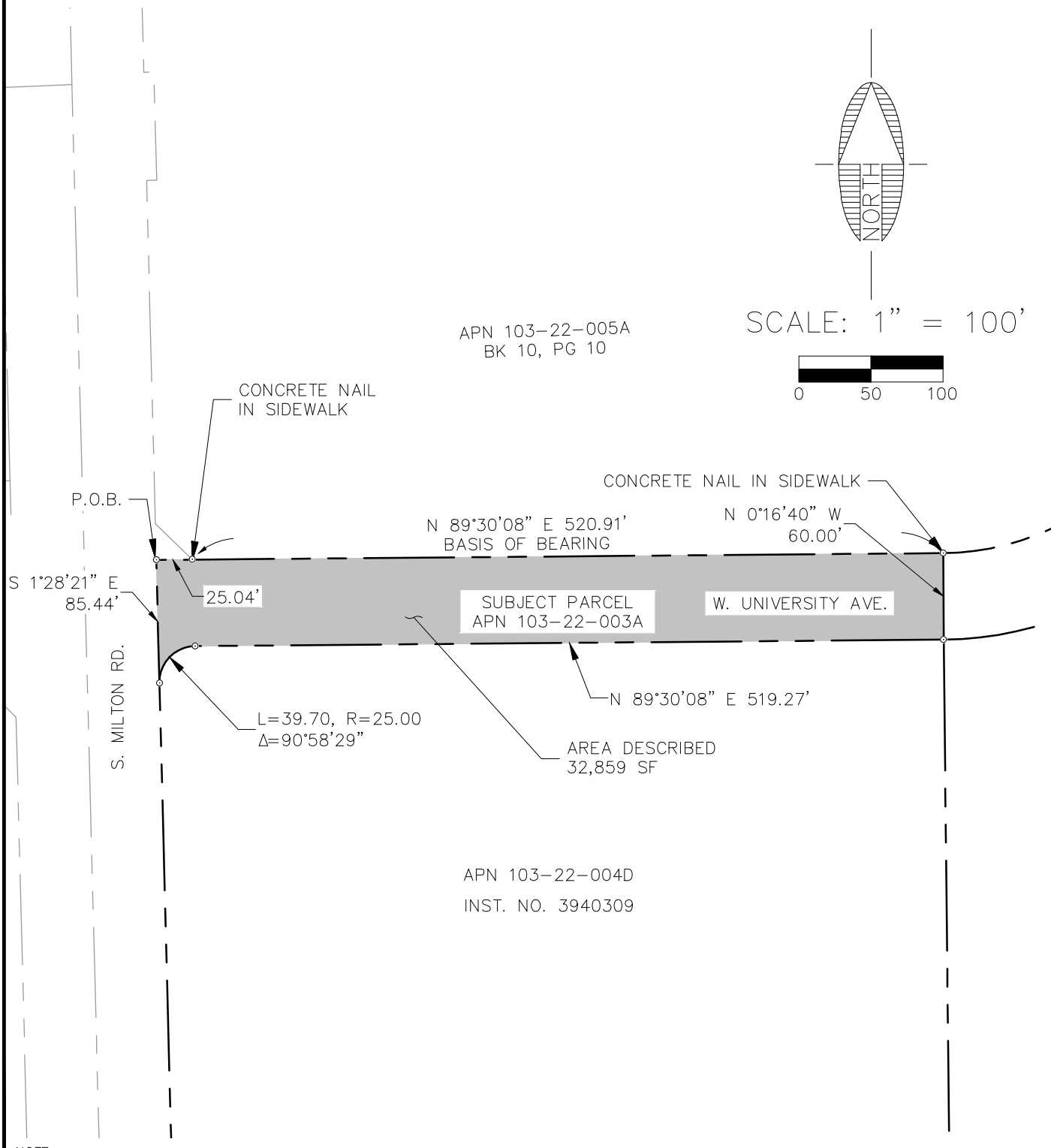


PLOTTED: Oct 06, 2022-4:25pm

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\CHECK SET 2022-10-06\UNIVERSITY AVENUE EXHIBIT.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-22-003A; 103-18-001

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit (the "easement") subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage ("the drainage system").

2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.

3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.

4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee's reasonable discretion.

5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.

6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.

7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title:_____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION
Exhibit 'A'

A portion of West University Drive as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 80°58'10" West, 1.33 feet to the **TRUE POINT OF BEGINNING;**

Thence North 89°54'20" East, 370.05 feet;

Thence North 00°58'27" West, 2.80 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 89°54'20" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 00°58'27" East, 2.79 feet;

Thence North 89°01'33" East, 159.42 feet;

Thence North 68°45'34" East, 15.10 feet to a point on said Right-of-Way line, and the beginning of a non-tangent curve concave to the northwest having a radius of 181.42 feet and a central angle of 17°43'29" and being subtended by a chord bearing North 68°45'34" East, 55.90 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 56.12 feet;

Thence leaving said Right-of-Way line, North 68°45'34" East, 40.17 feet;

Thence North 44°20'05" East, 147.70 feet;

Thence North 45°37'31" West, 9.53 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 45°37'31" East, 9.48 feet;

Thence North 44°20'05" East, 153.15 feet;

Thence North 45°29'03" West, 8.99 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 15.98 feet;

Thence leaving said Right-of-Way line, South 45°38'13" East, 8.94 feet;

Thence North 44°20'05" East, 297.84 feet;

Thence North 45°28'32" West, 8.00 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line, South 46°19'33" East, 7.95 feet;

Thence North 44°18'32" East, 55.23 feet;

Thence North 87°30'44" East, 46.27 feet;

Thence North 41°31'35" East, 49.47 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 48.80 feet;

Thence South 87°30'44" West, 46.73 feet;

Thence South 44°19'44" West, 252.47 feet;

Thence South 45°39'55" East, 35.41 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°39'55" West, 35.36 feet;

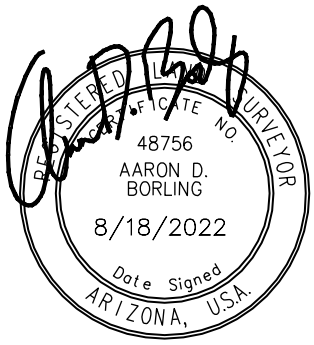
Thence South 44°20'05" West, 97.13 feet;

Thence South 18°10'24" East, 36.39 feet;

Thence South 46°01'15" East, 2.71 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°48'27" West, 6.57 feet;



Thence North 18°10'24" West, 31.97 feet;

Thence South 44°20'05" West, 315.66 feet;

Thence South 68°45'34" West, 117.49 feet;

Thence South 89°01'33" West, 170.66 feet;

Thence South 89°54'20" West, 377.91 feet;

Thence North 00°05'40" West, 16.00 feet to the **TRUE POINT OF BEGINNING;**

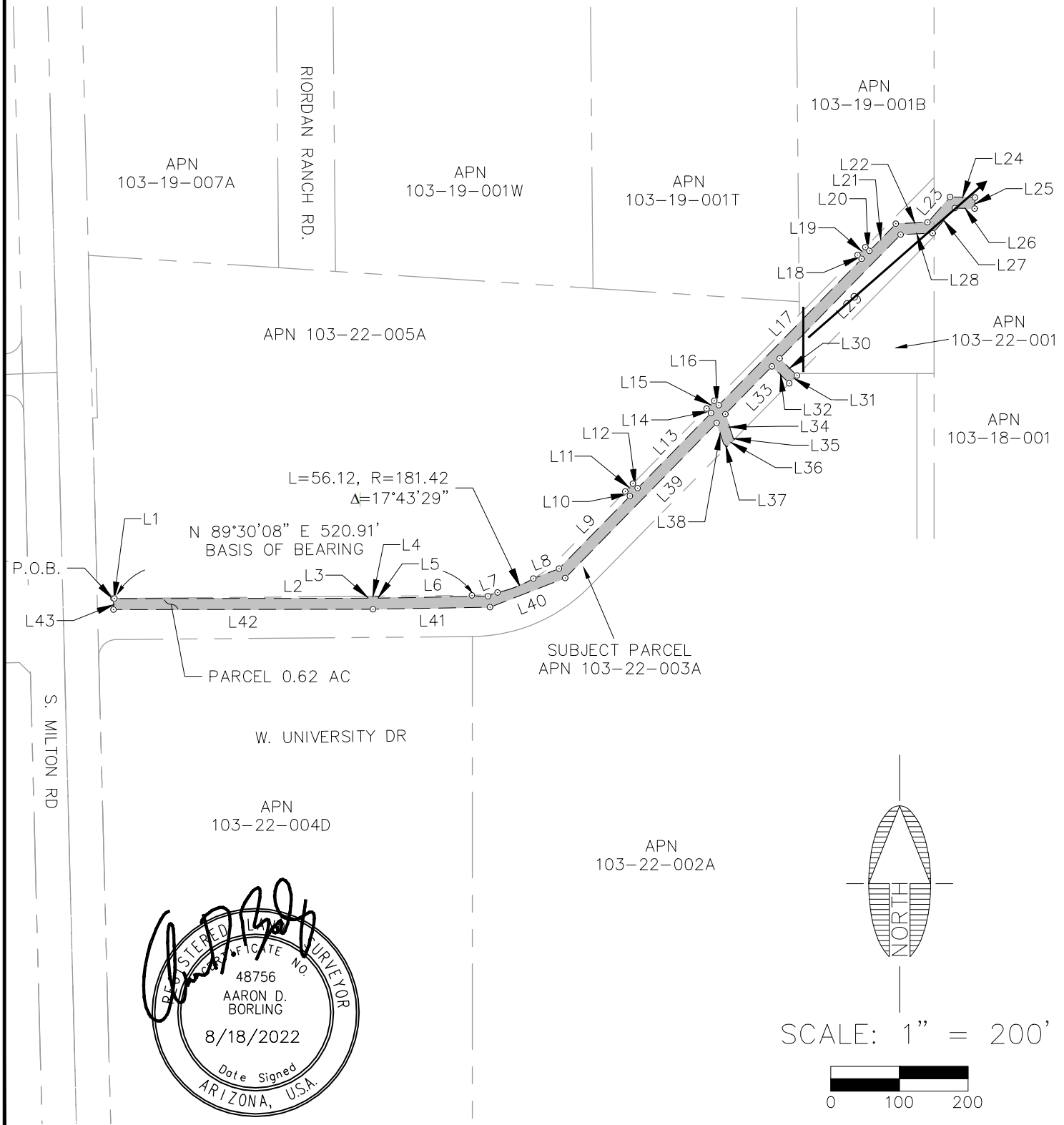
Containing 0.62 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/18/2022
Date Signed
ARIZONA, U.S.A.

SCALE: 1" = 200'

0 100 200

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=200'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 4

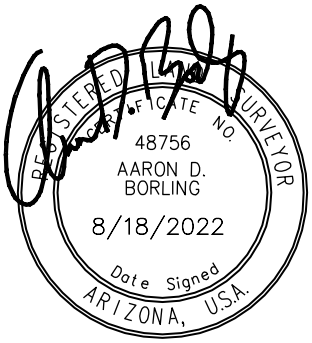
PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	1.33	S80° 58' 10"W
L2	370.05	N89° 54' 20"E
L3	2.80	N0° 58' 27"W
L4	16.00	N89° 30' 08"E
L5	2.79	S0° 58' 27"E
L6	159.42	S89° 01' 33"W
L7	15.10	S68° 45' 34"W
L8	40.17	N68° 45' 34"E
L9	147.70	N44° 20' 05"E
L10	9.53	N45° 37' 31"W
L11	16.00	N44° 30' 57"E
L12	9.48	S45° 37' 31"E
L13	153.15	N44° 20' 05"E
L14	8.99	N45° 29' 03"W
L15	15.98	N44° 30' 57"E
L16	8.94	S45° 38' 13"E
L17	297.84	N44° 20' 05"E
L18	8.00	N45° 28' 32"W
L19	16.12	N44° 30' 56"E
L20	7.95	S46° 19' 33"E
L21	55.23	N44° 18' 32"E
L22	46.27	N87° 30' 44"E
L23	49.47	N41° 31' 35"E
L24	36.24	S88° 26' 26"E
L25	16.00	S1° 33' 34"W

Line Table		
Line #	Length	Direction
L26	28.78	N88° 26' 26"W
L27	48.80	S41° 31' 35"W
L28	46.73	S87° 30' 44"W
L29	252.47	S44° 19' 44"W
L30	35.41	S45° 39' 55"E
L31	16.00	S44° 31' 28"W
L32	35.36	N45° 39' 55"W
L33	97.13	S44° 20' 05"W
L34	36.39	S18° 10' 24"E
L35	2.71	S46° 01' 15"E
L36	16.00	S44° 31' 28"W
L37	6.57	N45° 48' 27"W
L38	31.97	N18° 10' 24"W
L39	315.66	S44° 20' 05"W
L40	117.49	S68° 45' 34"W
L41	170.66	S89° 01' 33"W
L42	377.91	S89° 54' 20"W
L43	16.00	N0° 05' 40"W



Shephard Wesnitzer, Inc.
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Flagstaff, AZ 86001
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JOB NO.	18121
DATE	AUG 22
SCALE	
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-19-001B

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibits (the "easement") subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage ("the drainage system").

2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.

3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.

4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee's reasonable discretion.

5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.

6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.

7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title:_____
Its authorized representative

State of _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 882 square feet, or 0.02 acres, more or less.

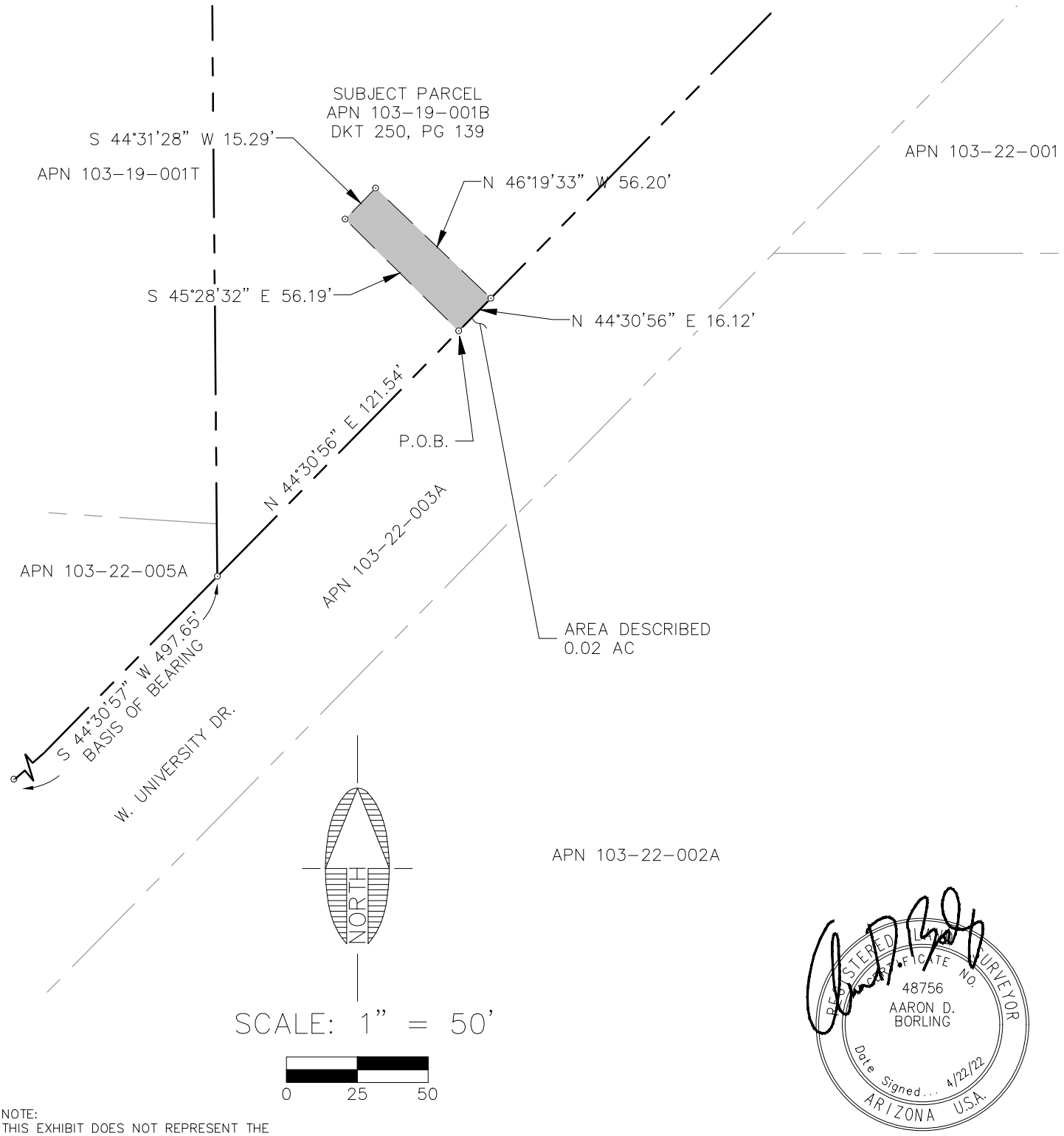
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-10:33am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\103-19-001B Drainage EXHIBIT.dwg SWI-C3D-2021

Official Records of Coconino County 3965802
Patty Hansen - Recorder 12/14/2022 04:32 PM Pgs: 5
CITY OF FLAGSTAFF $15.00

Return To:

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING APPROXIMATELY 5,237 SQUARE FEET OF PUBLIC RIGHT-OF-WAY AT THE NORTHWEST CORNER OF FOUNTAINE STREET AND HOSKINS AVENUE; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. § 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, and the Planning and Zoning Commission at a public meeting held on October 26, 2022, have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report on file with the City Clerk.

ENACTMENTS:

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

SECTION 1: In General.

The City Council hereby finds that approximately 5,237 square feet of public right-of-way, located at the northwest corner of Fountaine Street and Hoskins Avenue, and legally described in Exhibit A attached hereto ("the Property") is no longer necessary for public use, and is hereby abandoned.

The Property shall be conveyed subject to reservation of public utility easement(s) for any existing utilities located on, over, or under the Property, and subject to any existing encumbrances of record.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to sign all documents relevant to the exchange of said Property. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 6th day of December, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – Legal description and map

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING;**

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING.**

Containing 5,237 square feet, or 0.12 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

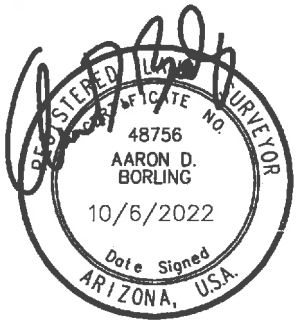
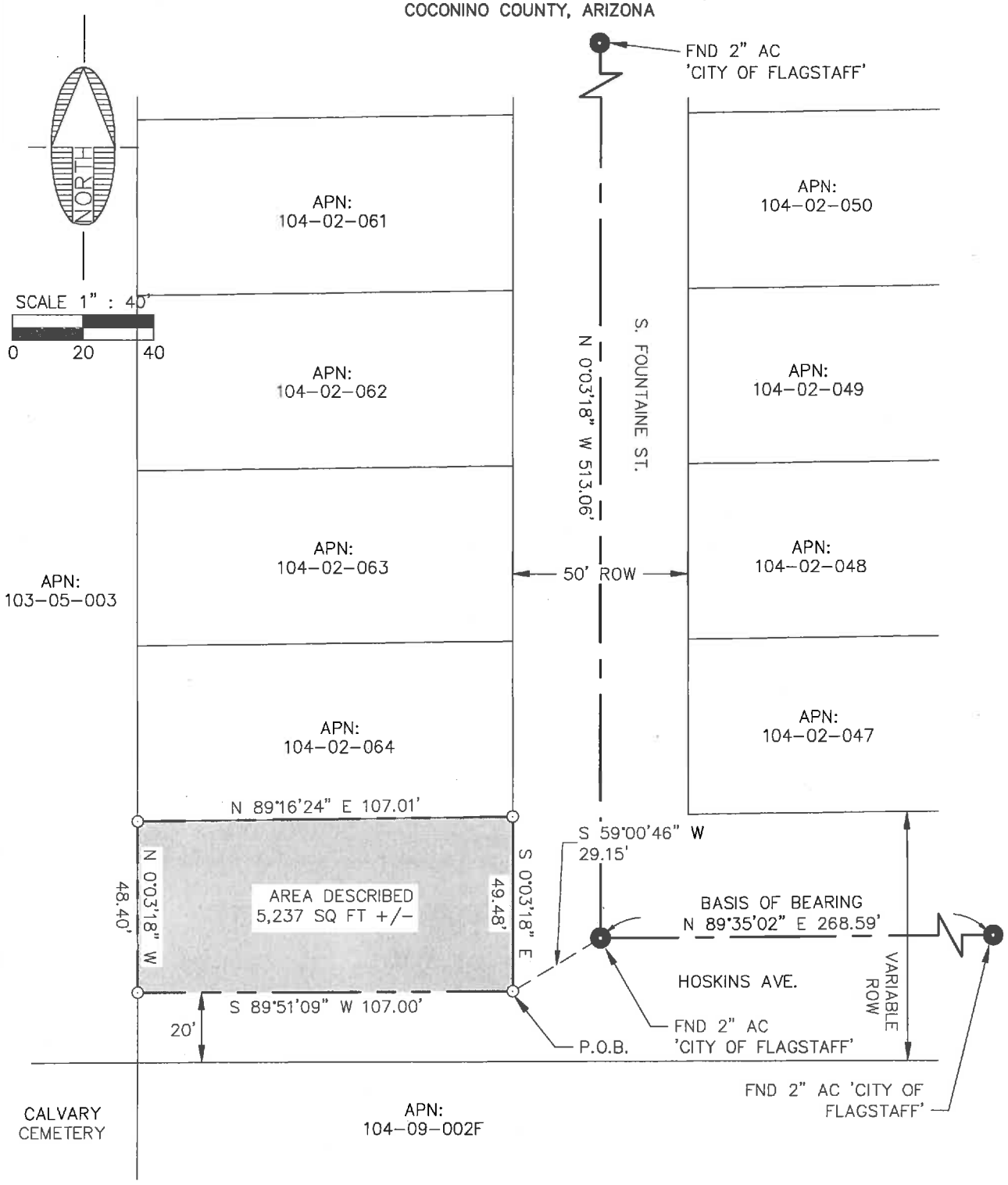


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 06, 2022-3:32pm
FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE ROW.DWG ABORLING

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Chris Rhode, Management Analyst
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Presentation on Civil Rights and Municipal Equality Index

DESIRED OUTCOME:

Obtain feedback and input from Council on the Flagstaff Nondiscrimination Ordinance and the 2022 Municipal Equality Index issued by the Human Rights Campaign.

EXECUTIVE SUMMARY:

Each year, the Human Rights Campaign issues a scorecard that evaluates the inclusivity of municipal laws, policies & services in hundreds of cities across the United States on the basis of sexual orientation and gender identity. The scores detailed in the attached PowerPoint represent the most updated scorecard for the City of Flagstaff. City staff has identified possible actions that the City could take to improve its score on several metrics.

City Staff is requesting input from Council on the current state of institutional inclusivity within the City as well as direction on actions the City can take to further inclusivity and improve its score on the annual Municipal Equality Index Scorecard. Any direction that is received will be used by City staff to guide their work throughout the year on this topic.

INFORMATION:

The City of Flagstaff once again received an 88/100 on the scorecard. This is the same score as last year, though there were areas in which the City received new points and areas in which the City lost points from the 2021 Scorecard.

Attachments: Presentation

Civil Rights in Flagstaff

Flagstaff City Code – Title 14 & Municipal Equality Index



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Civil Rights in Flagstaff

Presentation Overview

- Civil Rights Ordinance
  - Provisions
  - Complaint Process
  - Future Outreach
  - Seeking Direction on Statute of Limitations
- Municipal Equality Index
  - Where we lose points
  - Possible future actions

Civil Rights Ordinance

Who it applies to:

- Employers
- Labor Organization
- Public Accommodations
  - Restaurants
  - Hotels
  - Entertainment Venues
  - Retail Establishments
  - Educational Institutions

Civil Rights Ordinance

Who it Applies to:

- Employers
- Labor Organization
- Public Accommodations
  - Restaurants
  - Hotels
  - Entertainment Venues
  - Retail Establishments
  - Educational Institutions

Who is Exempt:

- Native Americans on/near Reservations
- Private Clubs
- Federal, State Governments
- Unruly behavior in public
- Religious Organizations
- Senior/Student discounts
- One-gender gyms
- Uniform dress codes at work

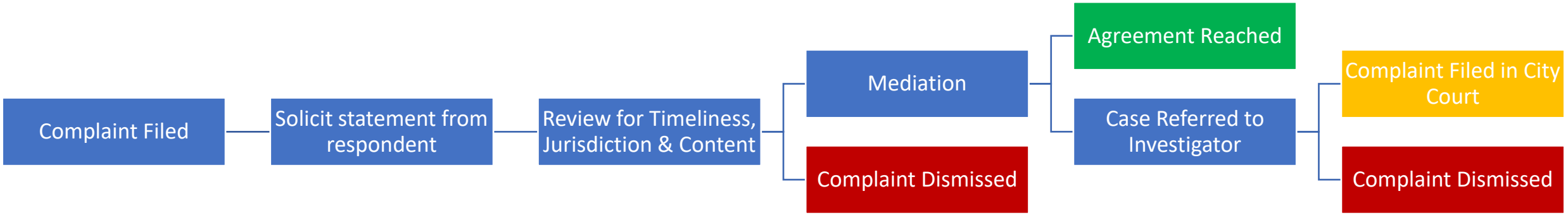
Civil Rights Ordinance

Protected Classes

- Race
- Color
- Religion
- Sex
- Age
- Disability
- Veteran's status
- National origin
- Sexual orientation
- Gender identity
- Gender expression

Civil Rights Ordinance

Complaint Process



Civil Rights Ordinance

Statute of Limitations

- Complaint must be filed no later than 90 days after violation
  - No extension permitted
  - If recurring violations, only those within 90 days are timely
- Federal Complaints: 180 Days
  - 300 days if also covered by a state or local anti-discrimination law
- Arizona Complaints: 180 Days

Staff Recommendation:

Increase time to file complaint to 180 days

Municipal Equality Index

What is the Municipal Equality Index?

- Evaluation of inclusivity of municipal laws, policies & services
  - Sexual Orientation
  - Gender Identity
- Published by the Human Rights Campaign (HRC)
- 506 municipalities
  - 11 in Arizona

Municipal Equality Index

Contents of Scorecard

- 100 points is max score
  - Additional 22 “Flex Points”
- 5 Categories
  - Non-discrimination Laws
  - Municipality as Employer
  - Municipal Services
  - Law Enforcement
  - Leadership on LGBTQ+ Equality

Flagstaff 2022 Scorecard

Overall Score

- 88/100
  - Gained and lost points in different categories

CATEGORY	SCORE	FLEX PTS	Change
Non-discrimination Laws	20/30	+1	+1
Municipality as Employer	22/28	+1	--
Municipal Services	10/12	+5	+1
Law Enforcement	20/22	N/A	-2
Leadership on LGBTQ+ Equality	7/8	+2	--
TOTALS	**81/100**	**+7**	**--**

Where we lose points

- Housing Non-Discrimination Ordinance (NDO)
- All-gender facilities
- Conversion Therapy
- Transgender-inclusive healthcare benefits
- Enforcement of NDO
- Youth bullying prevention policy
- Services to unhoused LGBTQ+ people
- Services to LGBTQ+ older adults
- Services to the transgender community
- Reported 2020 Hate Crime Stats to FBI
- Leadership’s pro-equality policy efforts
- Testing limits of restrictive state law(s)

Flagstaff 2022 Scorecard

Housing Non-Discrimination Laws

- **Points Received: 0/10**
- City NDO covers “Public Accommodations” but not “Housing”
- Only Phoenix, Tucson, Tempe received full points in AZ
- State preemption from adding housing to NDO (A.R.S. § 9-500.09)
  - Allowed municipalities over 350k to adopt fair housing ordinance
  - Required to adopt ordinance by 1/1/1995

Possible Action:

None Identified

Flagstaff 2022 Scorecard

Single-Occupancy All-Gender Facilities

- **Points Received: 1/2**
- Received 1 additional point since last year
- Council direction to require all-gender facilities in City-owned buildings (Jan 2022)
- 2 Points for ordinance requiring all gender facilities citywide
- Gender-neutral restrooms included in 2018 edition of International Building Code (IBC)

Possible Action:

Ordinance requiring gender-neutral facilities in all buildings in city

Flagstaff 2022 Scorecard

City Protects Youth from Conversion Therapy

- **Points Received: 0/2**
- Conversion therapy not banned at State level
  - No pre-emption on localities passing ban
  - Pima County is only jurisdiction to ban Conversion Therapy

Possible Action:

Ordinance banning conversion therapy for individuals under 18

Flagstaff 2022 Scorecard

City provides Transgender-Inclusive Healthcare Benefits

- **Points Received: 0/6**
- Benefits set in coordination with NAPEBT
- Many gender-affirming types of care are included
  - Gender reassignment is covered

Possible Action:

Continue to seek clarification on why we do not receive points for this item

Flagstaff 2022 Scorecard

Non-Discrimination Ordinance is enforced by CODA

- **Points Received: 0/2**
- NDO is enforced by City Manager's Office
- Commission on Diversity Awareness (CODA) satisfies separate area of scorecard
  - Commissions are primarily advisory and educational

Possible Action:

Staff and legal research the possibility of CODA enforcing the NDO

Flagstaff 2022 Scorecard

Youth Bullying Prevention Policy for City Services

- **Points Received: 0/2**
- 1 point each for sexual orientation and gender identity
- Anti-bullying provisions currently done by each program
  - Language varies

Possible Action 1:

Collect and evaluate anti-bullying rules of individual programs

Possible Action 2:

Ordinance prohibiting bullying in its youth programs on the basis of sexual orientation and gender identity

Flagstaff 2022 Scorecard

City Provides Services to LGBTQ+ People Experiencing Homelessness

- **Points Received: 1/2**
- Received 1 additional point since last year
- Community Block Grant to Sharon's Manor
  - Allowed rehab of 13 studio apartments

Possible Action:

Seek clarification on what is needed to receive full points

Flagstaff 2022 Scorecard

City Provides Services to LGBTQ+ Older Adults

- **Points Received: 0/2**
- Must be programs that target LGBTQ+ community directly
- No city programs identified that specifically target adult LGBTQ+ community

Possible Action:

Begin offering city programs for the adult LGBTQ+ community

Flagstaff 2022 Scorecard

City Provides Services to the Transgender Community

- **Points Received: 0/2**
- Programs must target transgender community directly
- No city programs identified that specifically target transgender community

Possible Action:

Begin offering city programs for the transgender community

Flagstaff 2022 Scorecard

Reported 2020 Hate Crime Statistics to the FBI

- **Points Received: 10/12**
- Previously received all points for this item
- PD reports data to AZ DPS who forwards to the FBI
- Change of reporting software caused hate crime tabs to be omitted
  - We caught this omission and resubmitted the data after the deadline
- PD confirmed that 2021 Data was submitted

Possible Action:

None Needed

Flagstaff 2022 Scorecard

Leadership's Pro-Equality Legislative or Policy Efforts

- **Points Received: 2/3**
- Based on policy efforts and public stances of elected officials
- Subjective criteria

Possible Action:

None Identified

Flagstaff 2022 Scorecard

City Tests Limits of Restrictive State Law

- Points Received: 0/3
- Designed as incentive for municipalities to push back on state laws that hinder LGBTQ+ inclusivity

Possible Action:

N/A

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shawn Johnson, Chief of Staff
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE

State Legislative Update

STAFF RECOMMENDED ACTION:

Discussion and direction from Council.

EXECUTIVE SUMMARY:

The Arizona legislative session began on January 9, 2023 and state lawmakers have been busy introducing bills throughout January and early February. Staff will provide the Council with a brief, non-exhaustive overview of several bills that are relevant to the City Council's 2023 legislative priorities. Staff will also request direction from Council on bills that could potentially impact the City.

INFORMATION:

A brief PowerPoint will be used for this item. Due to the fast-changing nature of the state legislature, the PowerPoint will be finalized prior to the meeting to allow as up-to-date information as possible to be included.

Attachments:

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Co-Submitter:	Shannon Jones
Date:	02/13/2023
Meeting Date:	02/21/2023

TITLE

Discussion regarding a rate and fee study for water, reclaimed water, and wastewater funds.

STAFF RECOMMENDED ACTION:

Information only.

EXECUTIVE SUMMARY:

The Water Services Division is notifying City Council of the need to complete a routine cost-of-service, rates, and fees analysis and study for the water, reclaimed water, and wastewater funds. Under the City Council adopted Principles of Sound Water Management - Water Policies, Chapter A Finance, Policy A3 Rate Design Elements, a formal rate study shall be performed every three (3) years. The last rate and fee study for these three funds was completed in 2016 and the time for a rate and fee study is overdue.

INFORMATION:

There are several critical aspects of a cost-of-service, rates, and fees analysis and study. First, the City seeks to contract with a professional consultant with expertise in utility financial planning must complete the study as a data-driven, documented, and defendable analysis. Second, the City will require that the study be conducted through a transparent public process, including various check-in points with City Council, the Water Commission, key stakeholders, and the community.

During the last rate study, a prior Flagstaff City Council directed Staff to revisit several policies and rate objectives in the subsequent rate study. Therefore, the next consultant to be hired will conduct the rate and fee study with a comprehensive review of current policies, the directives from previous Councils, directives from the current City Council, and the Water Commission. By taking these steps, the next consultant will confirm the prior study goals and pricing objectives. Next, the consultant will analyze financial data and customer consumption patterns, among other information, to evaluate revenue collection through a lens of equitable and proportional cost-of-service. Finally, the consultant will generate several rate models and alternative funding strategies that meet the goals and pricing objectives established earlier in the study.

Staff will work with the consultant on a community-outreach campaign; a critical step of engaging with and collecting preferences from the City's customer base. The City Council will be given the opportunity to review the information from the outreach campaign and will be presented several rate and fee structure models in order to determine the model that best achieve the goals and priorities established at the start of the rate and fee study. At its completion, the rate and fee study will provide the utility with an updated,

sound financial plan that meets industry best practices for appropriate investment.

These studies typically take 12 to 18 months to complete. City Staff is ready to execute the process by bringing a contract to City Council for consideration at a subsequent Council meeting.

Attachments: Rate and Fee Presentation



Discussion regarding Rate and Fee Study for Water, Reclaimed Water, and Wastewater Services

Shannon Jones, Water Services Director

Erin Young, Water Resources Manager

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Why a Rate & Fee Study?

Important Industry Practice

- Evaluates revenues collected across customer base
- Analyzes water use patterns within customer classes
- Revisits the cost of providing services across customer base
- Protects utility with a transparent and data-driven analysis
- Provides path and process for adjusting revenue distributions

City of Flagstaff policy: conduct a formal rate study every three years (2014 Council-Adopted Water Policies - Policy A3.2)

2023 Study Development

Last Rate Study completed June 2016

- In 2018, City Council directed Staff to include several policy topics in the next study
  - Conduct a new cost-of-service study
  - Policy discussion and directives (non-inclusive)
    - Revisit tiers for single-family residential and reclaimed water
    - Consider tiers for commercial
    - Revisit cost allocation between reclaimed water and wastewater treatment
    - Discuss seasonal pricing or an outdoor water use rate structure
    - Revisit capacity vs. impact fees
    - Evaluate through social & business equity lens – efficiency vs. volume
- The list was vetted through the Water Commission and incorporated into the Request for Qualifications, in March 2022

Cost of Service Example

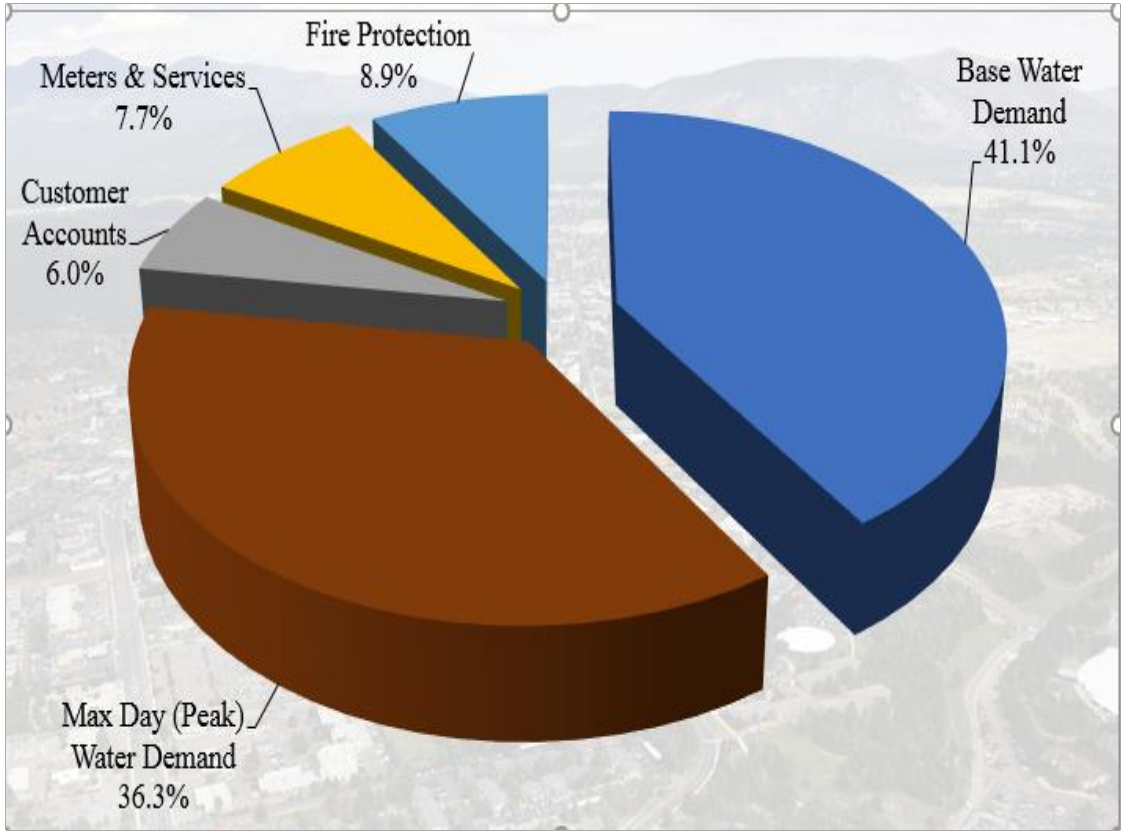
Water
Cost of Service Process

Water Classifications

- **Base Demand** → Average Flow
- **Peak Demand** → Peak Flow
- **Customer Related Class** → Meters / Bills

By Customer Class

Allocation of Required Water Rate Revenue (Example Only)



Cost of Service Example

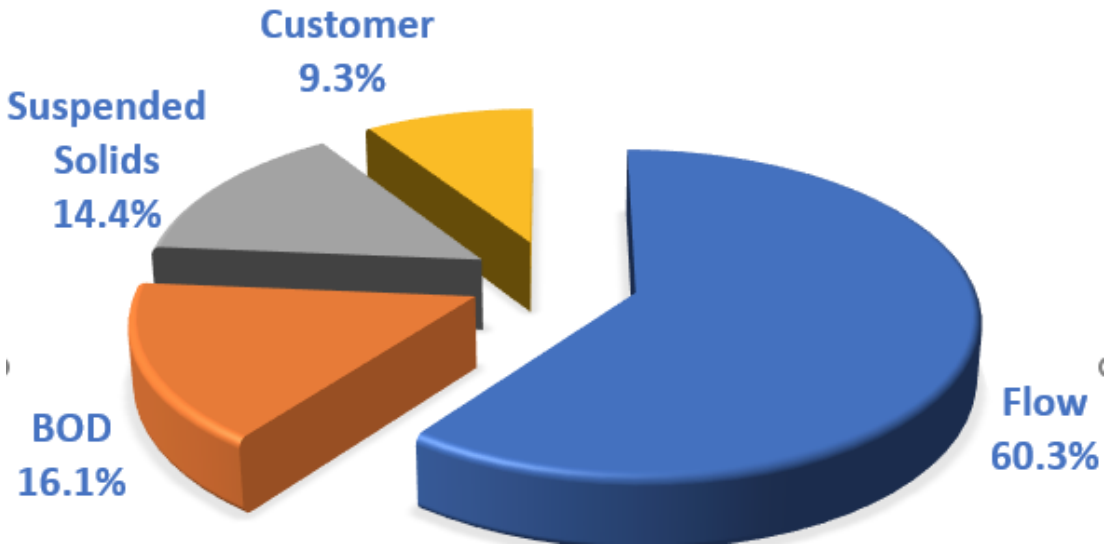
Sewer
Cost of Service Process

Sewer Classifications

- Volume Class → Average Flow
- Capacity Class → Peak Flow
- Strength Class → Strength Characteristics
- Customer Related Class → Meters / Bills

By Customer Class

Wastewater Cost Allocation (Example Only)



Rate, Fees, Cost of Service Scope

12 to 18 month process

- Evaluate sensitive priorities*
- Fiscal policy review*
- Revenue needs assessment
- Cost of service analysis
- Rate structure design & alternatives*
- Public education and engagement*
- Adoption of any changes to rate structures/rates/fees etc.*

*City Council and Water Commission involvement in process

Thank You

FLAGSTAFF WATER SERVICES
We are Water

Questions & Discussion

Next Step

Staff will bring a contract and scope of work to Council for consideration

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/15/2023
Meeting Date:	02/21/2023

TITLE:

Future Agenda Item Request (F.A.I.R.): A request by Mayor Daggett to place on a future agenda a discussion about parking requirements.

STAFF RECOMMENDED ACTION:

Council direction.

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Daggett has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Financial Impact:

Policy Impact:

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

Previous Council Decision on This:

Attachments: